

RESOLUTION NO. 2020-01
RESOLUTION NO. PFA-03
ORDINANCE NO. 2020-01

AGENDA

MISSION STATEMENT

"Our team is dedicated to protecting, enhancing, and developing our rich water resources to the highest beneficial use for Calaveras County, while maintaining cost-conscious, reliable service, and our quality of life, through responsible management."

Regular Board Meeting
Wednesday, January 8, 2020
9:00 a.m.

Calaveras County Water District
120 Toma Court, (PO Box 846)
San Andreas, California 95249

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **ROLL CALL**

2. **PUBLIC COMMENT**

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three minutes per person.

3. **CONSENT AGENDA**

The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

3a Approval of Minutes for the Board Meeting of December 11, 2019

3b Review Board of Directors Monthly Time Sheets for December, 2019

BOARD OF DIRECTORS

Bertha Underhill, President Jeff Davidson, Vice President
Scott Ratterman, Director Cindy Secada, Director Russ Thomas, Director

- 3c Ratify Claim Summary #573 Secretarial Fund in the Amount of \$2,368,799.51 for December, 2019
(Rebecca Callen, Director of Administrative Services) **RES 2020-_____**
- 3d Amending the District's Financial Management Policy No. 5.13, Financial Audit Policy
(Rebecca Callen, Director of Administrative Services) **RES 2020-_____**

4. NEW BUSINESS

- 4a Presentation of Funding Ongoing Retiree Health Obligations - Other Post- Employment Benefits (OPEB)
(Rebecca Callen, Director of Administrative Services)
- 4b Discussion/Action regarding Appointment to Board Committees and Election of Members to Joint Power Authorities
(Bertha Underhill, Board President)
- 4c Information Regarding Grant Funding for the West Point and Wilseyville Wastewater Facilities Consolidation Project (CIP 15072), SWRCB Project #C-06-7850-210
(Charles Palmer, District Engineer)
- 4d Discussion/Action Regarding Awarding Construction Contract for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP #11098
(Damon Wyckoff, Director of Operations)

5. OLD BUSINESS

- 5a Discussion/Direction regarding the District's New Operations Maintenance Facility
(Kevin Williams, Civil Engineer)

6. REPORTS

- 6a Report on the December 2019 Operations Department
(Damon Wyckoff, Director of Operations)
- 6b* General Manager Report

7.* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

8. NEXT BOARD MEETINGS

- Wednesday, January 22, 2020, 9:00 a.m., Regular Board Meeting
- Wednesday, February 12, 2020, 9:00 a.m., Regular Board Meeting

9. CLOSED SESSION

- 9a Conference with Legal Counsel-Anticipated Litigation
Significant Exposure to Potential Litigation-Government Code Section 54956.9(d)(2)-1 case.

*No information included in packet

9b Government Code § 54957.6 Agency Negotiators: General Manager, Michael Minkler, HR Manager, Stacey Lollar Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit

10. **REPORTABLE ACTION FROM CLOSED SESSION**

11. **ADJOURNMENT**

CALAVERAS COUNTY WATER DISTRICT

Board of Directors

District 1 Scott Ratterman
District 2 Cindy Secada
District 3 Bertha Underhill
District 4 Russ Thomas
District 5 Jeff Davidson

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

Auditor

Richardson & Company, LLP

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee
Executive Committee (*ad hoc*)

Membership**

Davidson / Thomas (alt. Secada)
Underhill / Secada (alt. Thomas)
Davidson / Thomas (alt. Ratterman)
Thomas / Underhill

Joint Power Authorities

ACWA / JPIA
CCWD Public Financing Authority
Calaveras-Amador Mokelumne River Authority (CAMRA)
Calaveras Public Power Agency (CPPA)
Eastern San Joaquin Groundwater Authority
Tuolumne-Stanislaus Integrated Regional Water
Management Joint Powers Authority (T-Stan JPA)
Upper Mokelumne River Watershed Authority (UMRWA)

Ratterman (alt. Michael Minkler)
All Board Members
Ratterman / Underhill (alt. Secada)
Peter Martin (alt. Michael Minkler)
Thomas
Secada (alt. Thomas)
Davidson (alt. Ratterman)

Other Regional Organizations of Note

Calaveras LAFCO
Calaveras County Parks and Recreation
Committee
Highway 4 Corridor Working Group
Mountain Counties Water Resources
Association (MCWRA)
Mokelumne River Association (MRA)
Tuolumne-Stanislaus Integrated Regional Water
Mgt. JPA Watershed Advisory Committee (WAC)
Eastern San Joaquin Groundwater Authority-Technical
Advisory Committee

Ratterman / Thomas
Thomas (alt. Ratterman)
Thomas / Underhill
All Board Members
All Board Members
Peter Martin (alt. Metzger)
Peter Martin

* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

** The 1st name listed is the committee chairperson.



RESOLUTION NO. 2019-79
RESOLUTION NO. PFA-03
ORDINANCE NO. 2019-03

MINUTES

CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

DECEMBER 11, 2019

Directors Present: Russ Thomas, President
Bertha Underhill, Vice President
Cindy Secada, Director
Jeff Davidson, Director

Directors Absent: Scott Ratterman, Director

Staff Present: Michael Minkler, General Manager
Rebecca Hitchcock, Clerk to the Board
Stacey Lollar, Human Resources Manager
Peter Martin, Manager of Water Resources
Damon Wyckoff, Director of Operations
Rebecca Callen, Director of Administrative Services
Joel Metzger, External Affairs Manager

Others Present: Steve Sarantopoulos, Utica Power and Water Authority
Dick Underhill

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Thomas called the Regular Board Meeting to order at 9:00 a.m. and led the pledge of allegiance. Director Ratterman was absent

2. PUBLIC COMMENT

There was no public comment

3. ELECTION OF OFFICERS

(Michael Minkler, General Manager)

Mr. Minkler called for nominations for Board President for the 2020 year. Director Secada nominated Director Thomas as President for a second term. Director Thomas declined the

nomination. Director Davidson nominated Director Underhill as President and Director Secada seconded the motion. There were no other nominations. Directors Davidson and Secada closed the nominations.

MOTION: Directors Davidson / Secada - Nominate Director Underhill as Board President for the 2020 Year

AYES: Directors Davidson, Secada, Thomas, and Underhill
NOES: None
ABSTAIN: None
ABESNT: Director Ratterman

Director Thomas nominated Director Secada as Board Vice President and Director Underhill seconded the motion. Director Secada declined the nomination. Director Thomas nominated Director Davidson as Vice President and Director Secada seconded the motion. There were no other nominations. Directors Davidson and Secada closed the nominations.

MOTION: Directors Thomas / Secada - Nominate Director Davidson as Board Vice President for the 2020 Year

AYES: Directors Thomas, Secada, Davidson, and Underhill
NOES: None
ABSTAIN: None
ABESNT: Director Ratterman

4. CONSENT AGENDA

MOTION: Directors Davidson / Thomas - Approved Consent Agenda Items: 4a, 4b, 4c, 4d, and 4e as presented

- 4a Approval of Minutes for the Board Meetings of November 13 and November 25, 2019
- 4b Review Board of Directors Monthly Time Sheets for November, 2019
- 4c Ratify Claim Summary #573 Secretarial Fund in the Amount of \$1,353,082.00 for November, 2019
(Rebecca Callen, Director of Administrative Services) **RES 2019-79**
- 4d Report on the Write-Off of Uncollectible Accounts Receivable for the period of June 1 through November 30, 2019
(Rebecca Callen, Director of Administrative Services)
- 4e Approval of Amendment to the District's Financial Management Policy No. 5.01 - Investment Policy
(Rebecca Callen, Director of Administrative Services) **RES 2019-80**

AYES: Directors Davidson, Thomas, Secada, and Underhill
NOES: None
ABSTAIN: None
ABSENT: Director Ratterman

5. NEW BUSINESS

- 5a Recognition of Bill Cardinal for his receipt of the California/Nevada Section of the American Waterworks Association’s (CA-NV AWWA) George A. Elliott Memorial Award
(Damon Wyckoff, Director of Operations)

DISCUSSION: Mr. Wyckoff stated the George A. Elliott Memorial Award was given to Mr. Cardinal by the California/Nevada Section of the American Waterworks Association (CA-NV AWWA). This is an award to recognize outstanding service to the CA-NV Section, by presentation of the best paper, contribution to committee activity, exceptional effort to improve member and public relations, and outstanding innovations in the water works field. Mr. Cardinal is a wonderful ambassador for CCWD and his involvement in the CA-NV Section of the AWWA is a direct illustration of that fact. The Board expressed appreciation to Mr. Cardinal for his accomplishments.

PUBLIC COMMENT: There was no public comment.

This item was for information only; no action was taken.

- 5b Presentation of the Audited Financial Statements for the Fiscal Year Ending June 30, 2019 by Richardson & Company, LLP
(Rebecca Callen, Director of Administrative Services)

MOTION: **Directors Davidson / Secada – Approved to Receive and File the Audited Financial Statements for the Fiscal Year Ending June 30, 2019 by the Auditing Firm Richardson & Company, LLP**

DISCUSSION: Mr. Nash of the auditing firm Richardson & Company, LLP expressed how pleased he was when he heard CCWD hired Rebecca Callen as the Director of Administrative Services. Mr. Nash then addressed the Board giving a presentation of the District’s audited financial statements for the fiscal year ending June 30, 2019. He provided a summary with highlights of the audit, which included information on the District’s capital assets, operating revenues and expenses, power sales, income statements, status of pension funds, etc. Mr. Nash stated that his auditing firm gave the District “clean opinions”. Mr. Nash answered questions from the Board on various items such as investments and expenses.

PUBLIC COMMENT: There was no public comment.

AYES: **Directors Davidson, Secada, Thomas, and Underhill**
NOES: **None**
ABSTAIN: **None**
ABSENT: **Director Ratterman**

- 5c Discussion/Action regarding SB998 Amendments to the CCWD Rules & Regulations Governing the Furnishing of Water and/or Wastewater Services
(Joel Metzger, External Affairs Manager)

- Calaveras County Water District Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing, Section 21 B

RES 2019-81

- Calaveras County Water District Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing, Section 22

RES 2019-82

MOTION: Directors Secada / Davidson – Adopted Resolution No. 2019-81 - Amending CCWD Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing, Section 21 B

MOTION: Directors Secada / Davidson – Adopted Resolution No. 2019-82 - Amending CCWD Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing, Section 22

DISCUSSION: Mr. Metzger presented the proposed amendments to Section 21B and Section 22 of the Calaveras County Water District Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing. These amendments were made due to SB998 (Dodd) Discontinuation of Residential Water Service: Urban and Community Water Systems, which was passed in 2018. This legislation requires CCWD to change policies and procedures regarding delinquent account notifications, fee assignments, discontinuation and restoration of service. There was discussion on the terms of the payment plan options. Director Secada would like to see the term length at 12 months instead of the recommended 6 months. Mr. Metzger, Mr. Minkler, and Ms. Callen responded to questions from the Board. These amendments are to take effect by February 2020.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Secada, Davidson, Thomas, and Underhill
NOES: None
ABSTAIN: None
ABSENT: Director Ratterman

5d Discussion/Action regarding Adoption of the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan
(Peter Martin, Manager of Water Resources)

RES 2019-83

MOTION: Directors Davidson / Secada – Adopted Resolution No. 2019-83 – Adopting the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan

DISCUSSION: Mr. Martin presented the final Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan to the Board. A Notice of Intent was circulated on August 15, 2019 opening that 90 day noticing window for the GSAs to adopt the GSP. He explained that due to the structure of the Memorandum of U governing the administration of the Eastside GSA, all member agencies must approve and adopt the Eastern San Joaquin Subbasin Groundwater Sustainability Plan by (ESJ GSP) their respective governing bodies. Calaveras County, Rock Creek Water District and Stanislaus County will be taking the same action as CCWD relative to the approval and adoption of the ESJ GSP. Staff recommends the Board adopt the ESJGSP. There was discussion regarding the financial commitment of the plan.

President Underhill opened the Public Hearing at 10:23 a.m.

PUBLIC COMMENT: There was no public comment.

President Underhill closed the Public Hearing at 10:24 a.m.

AYES: Directors Davidson, Secada, Thomas, and Underhill
NOES: None
ABSTAIN: None
ABSENT: Director Ratterman

RECESS was called at 10:25 a.m. **SESSION RESUMED** at 10:35 a.m.

5e Approval of Amendment of the Fiscal Year 2019-20 Personnel Allocation
(Rebecca Callen, Director of Administrative Services) **RES 2019-84**

MOTION: Directors Secada / Thomas – Adopted Resolution No. 2019-84 –
Amending the Fiscal Year 2019-20 Personnel Allocation

DISCUSSION: Ms. Callen presented the proposed Personnel Allocation amendment. The allocation adjustedment increase the total Senior Supervisor of Operations to four and reduce the Senior Treatment Plant Operators to nine, effective December 16, 2019. She explained the current Fiscal Year 2019-20 operating budget has savings primarily due to vacancies. Due to the savings in Salaries and Benefits, no additional budget appropriation will be required for fiscal year 2019-20. There was a brief conversation on the change in personnel.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Secada, Thomas, Davidson, and Underhill
NOES: None
ABSTAIN: None
ABSENT: Director Ratterman

5f Discussion/Direction regarding U.S. Forest Service Wood Innovations Program
Proposal
(Joel Metzger, External Affairs Manager)

DISCUSSION: Mr. Minkler reported that the United States Forest Service (USFS) is offering up to \$8 million in nationwide, competitive grant funding in 2020 through its Wood Innovations Funding Opportunity. The program is designed to substantially expand and accelerate wood energy and wood products markets throughout the United States to support forest management needs. The program prioritizes funding projects that reduce hazardous fuels and improve forest health, reduce costs of forest management on all land types, and promote economic and environmental health of communities. These funds are intended for planning, and awards are generally limited to \$250,000 for each project. The Calaveras County Water District became interested in this grant because of its ongoing efforts through the Upper Mokelumne River Watershed (UMRWA), Cal Fire, fire safe councils and community groups to manage forests and watersheds. CCWD sees the clear benefits of increasing water quality and quantity, along with reducing the chances of catastrophic wildfires. CCWD is considering the submission of an application seeking funding for a feasibility study that would analyze the construction of a 3mw biomass plant on the upper Highway 4 Corridor. This application would be developed over the next month and submitted by the January 15, 2020 deadline. There was significant discussion between staff and the Board regarding the opportunity.

PUBLIC COMMENT: There was no public comment.

This item was for information only; no action was taken.

6. **OLD BUSINESS**

- 6a Update on the Slurry Line
(Michael Minkler, General Manager)

DISCUSSION: Mr. Minkler gave an update on the Slurry Line development. He stated that the District is currently working on a demand analysis with a survey to the neighboring land owners to assess the need for water delivery. This will help the District determine the water needs of the adjacent homeowners. The District is planning a meeting with interested homeowners sometime in mid-January to discuss the possibility in more depth. There was discussion regarding the ag water rate and the possibility of a Prop 218 process, easements, and the required partnership with Utica Water and Power to purchase water.

PUBLIC COMMENT: There was no public comment.

This item was for information only; no action was taken.

7. **REPORTS**

- 7a Report on the November 2019 Operations Department
(Damon Wyckoff, Director of Operations)

DISCUSSION: Mr. Wyckoff presented the November 2019 monthly Operations report. He reviewed items of interest and answered questions from the Board.

PUBLIC COMMENT: There was no public comment.

This item was for information only; no action was taken.

- 7b General Manager Report

DISCUSSION: Mr. Minkler reported on the following activities: 1) the District is evaluating the four PG&E Public Safety Power Shutdown (PSPS) events and the associated costs; 2) he attended a CalPELRA conference on labor negotiations that was very informative; 3) the Mountain Counties Water Resources Association (MCWRA) tour and reception event was great; 4) the Association of California Water Agencies (ACWA) Fall conference was largely devoted to PSPS responses and forest management issues; and 5) all ten of the new vehicles from the lease program have been delivered to the District and is expecting 10 more next year.

8. **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

Director Secada reported on the Tuolumne-Stanislaus Integrated Regional Water Management Joint Powers Authority meeting she attended.

Director Davidson had nothing to report.

Director Thomas reported on a letter from the San Diego County Water Authority. He really liked the statement “yes these are bold ideas and no they may not all materialize, but we know that our predecessors had the foresight to envision the present that we enjoy today. We owe it to those who come after us to plan for a future that is equally bright, ensuring the livability and economic vitality of this place we call home.” He would like the District staff to revisit the current mission statement while doing strategic planning.

Director Underhill reported that Utica Water and Power Authority has their Board meeting on Monday.

9. NEXT BOARD MEETINGS

- Wednesday, January 8, 2020, 9:00 a.m., Regular Board Meeting
- Wednesday, January 22, 2020, 9:00 a.m., Regular Board Meeting

The meeting adjourned into Closed Session at approximately 12:05 p.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, and Jeff Davidson; staff members Michael Minkler, General Manager, Peter Martin, Manager of Water Resources (for items 10a and 10b), Stacey Lollar, Human Resources Manager (for item 10c), Dave Cameron, Special Counsel, and Matt Weber, General Counsel (by conference call).

10. CLOSED SESSION

- 10a Conference with Real Property Negotiators
Government Code §54956.8
Property: APN 044-066-03, 15.8 acres San Andreas
District negotiators: Michael Minkler and Peter Martin
Under negotiations: price and other terms
- 10b Conference with Legal Counsel-Anticipated Litigation
Significant Exposure to Potential Litigation-Government Code Section 54956.9(d)(2)-1 case
- 10c Government Code § 54957.6 Agency Negotiators: General Manager, Michael Minkler, HR Manager, Stacey Lollar and Gage Dungy Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit
- 10d Conference with Legal Counsel – Existing Litigation
Government Code § 54956.9(a) La Contenta Investors, LTD vs. CCWD
(Calaveras County Superior Court #11CV37713)

11. REPORTABLE ACTION FROM CLOSED SESSION

The Board reconvened into Open Session at approximately 2:00 p.m. There was no reportable action.

12. ADJOURNMENT

With no further business, the meeting adjourned at 2:01 p.m.

By:

ATTEST:

Michael Minkler
General Manager

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: January 8, 2020
TO: Michael Minkler, General Manager
FROM: Rebecca Hitchcock, Clerk to the Board
SUBJECT: Review Board of Directors Time Sheets for December, 2019

RECOMMENDED ACTION:

For information only.

SUMMARY:

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets from which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month of December, 2019.

Board Members can be reimbursed for mileage cost to travel to meetings/conferences and are paid at the current IRS rate.

FINANCIAL CONSIDERATIONS:

Monthly compensation and mileage reimbursement costs are included in the FY 2019-20 budget.

Attachments: Board of Directors Time Sheets for December 2019

**CALAVERAS COUNTY WATER DISTRICT
2019 DIRECTOR REIMBURSEMENT FORM**

For Admin Use Payroll Expense

Month/Yr December 2019


Name S. Ratterman

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
12-1	Flg to San Diego - ACWA/SPEA							\$120.-		84	
12-2	ACWA/SPEA Meetings - SD							120.-			
12-3	ACWA Conference - SD							120.-			
12-4	ACWA Conference - SD							120.-			
12-5	ACWA Conference - SD							120.-			
12-6	ACWA - Flg to Sacto							120.-		84	
Total											
		For Totals line, multiply miles by the IRS rate: 11/2019 \$0.580								178	
		Pursuant to Board Policy 4030, receipts required; report materials required.						\$720.-		\$103.24	
		The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.									
Administrative Review: <u>[Signature]</u>		Date: <u>12/12/19</u>									
										Orig to Finance Dept.	

**Calaveras County Water District
Claim Summary # 574**

Certificate of Administrative Officer

The services listed on the within schedules were actually rendered by the close of the current month. The articles listed on the schedules within and the supporting invoices were actually delivered, or payment therefore is properly due prior to delivery. To the best of my knowledge all claims made are in accordance with adopted Board policies and/or other Board actions and are in compliance with all applicable laws. The claimants named on the within schedules are each entitled to the amount set opposite their respective names.



Rebecca Callen
Director of Administrative Services

1. December 2019 payroll checks issued on 12/13/2019	174,298.54
2. December 2019 payroll checks issued on 12/31/2019	177,173.44
3. December 2019 compensation to Directors	3,276.46
4. Vendor payments for December 1 through 31, 2019	1,758,559.34
5. Other payroll related costs	<u>255,491.73</u>

Claim Summary Total \$2,368,799.51

Calaveras County Water District
AP Disbursement Summary
December 1-31, 2019

CCWD Operating Expenditures		\$ 585,361.31
Expenditures to be reimbursed from other agencies	(A)	-
Expenditures to be reimbursed from grant agreements	(B)	420.85
Fiduciary Payments (funds collected prior to expenditure)	(C)	7,990.84
Partial Reimbursement	(D)	198,511.44
Capital R&R Projects	(E)	911,863.67
Capital Outlay	(F)	54,411.23
Total Payments		\$ 1,758,559.34

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134231	A T & T	Internet Service (U Verse) 12/19 - LC Complex	12/05/2019	58.85
134232	A T & T	Phone 11/19 - SA Shop	12/05/2019	105.92
134341	A T & T	Leased Lines 12/19	12/13/2019	66.08
134342	A T & T	Internet Service 12/19 - LC	12/13/2019	53.50
134343	A T & T CALNET 3	District Radio Tower 11/19 - Camp Connell	12/13/2019	71.70
134233	A T & T CALNET3	Phone 11/19 - JLTC	12/05/2019	107.65
134234	A T & T CALNET3	Phone 11/19 - OP HQ Long Distance	12/05/2019	430.86
134235	A T & T CALNET3	Phone 11/19 - Hunters	12/05/2019	21.53
134236	A T & T CALNET3	Phone 11/19 - Azalea L/S	12/05/2019	19.81
134237	A T & T CALNET3	Phone 11/19 - CCWHSE	12/05/2019	3.83
134238	A T & T CALNET3	Phone/Fax 11/19 - JLTC	12/05/2019	21.47
134239	A T & T MOBILITY	Cell Phone 12/19 - Brown	12/05/2019	86.50
134399	A TEEM ELECTRICAL ENG INC	PLC Programming - CCWTP (PSPS)	12/19/2019	760.00
134344	A-1 SHARPENING & SMALL ENGINE REPAIR, LLC	Portable Generator Battery - Construction Crew	12/13/2019	42.89
134345	ACWA/JPIA	Dental Insurance, Employees 01/20	12/13/2019	6,250.24 (D)
134345	ACWA/JPIA	Vision Insurance, Employees 01/20	12/13/2019	1,299.20
134345	ACWA/JPIA	EAP 01/20	12/13/2019	152.75
134345	ACWA/JPIA	Dental Insurance, Retirees 01/20	12/13/2019	2,819.32
134345	ACWA/JPIA	Vision Insurance, Retirees 01/20	12/13/2019	798.08
134240	ADP INC	Payroll Processing Oct/Nov	12/05/2019	1,328.43
134241	AFLAC	Aflac Insurance 11/19	12/05/2019	2,215.38 (C)
134401	ALCAL GLASS AND SUPPLY	Battery/Hose - Vehicle #133	12/19/2019	25.99
134401	ALCAL GLASS AND SUPPLY	Bucket/Lid/Tubing - SA Shop	12/19/2019	30.48
134401	ALCAL GLASS AND SUPPLY	Ball Valve/Fittings/Nipples - EP Barn	12/19/2019	29.96
134401	ALCAL GLASS AND SUPPLY	Adapters/Glue - Collections Crew	12/19/2019	24.24
134243	ALHAMBRA DRINKING WATER	Water Cooler Service 11/19 - LCWWTP	12/05/2019	45.07
134244	ALHAMBRA DRINKING WATER	Water Cooler Service 11/19 - JLWTP	12/05/2019	91.93
134242	AL'S TIRE SERVICE	Tires (4) Mounted/Balanced - Vehicle #716	12/05/2019	72.00
134400	AL'S TIRE SERVICE	Tires (4) - T-04 Trailer	12/19/2019	472.47
134245	AMERICAN CRANE RENTAL INC	Crane Services - CC Sawmill PRV	12/05/2019	1,225.00 (F)
134346	AMERIPRIDE SERVICES,INC	Uniform Laundry Service 11/19	12/13/2019	2,270.64
134246	ANDERSON, MARY JEAN	Damage Reimbursement Claim	12/05/2019	260.00
134247	ANGELS SEWER & DRAIN SERVICE, Inc	Water Heater Install - WPWTP	12/05/2019	495.00
EFT	ANTHEM-BLUE CROSS	Health Insurance, Employees 12/19	12/05/2019	105,371.91 (D)
EFT	ANTHEM-BLUE CROSS	Health Insurance, Retirees 12/19	12/05/2019	43,600.63
134402	AQUIONICS, INC	Bank C Motors/Wipers/Gearbox - DF/VCTO WWTP	12/19/2019	1,338.38
134347	ARNOLD AUTO SUPPLY	Wipers/Washer Fluid/Starting Fluid - Vehicle #133	12/13/2019	38.55
134347	ARNOLD AUTO SUPPLY	Oil/Batteries/Filter - Vehicle #501	12/13/2019	133.59
134347	ARNOLD AUTO SUPPLY	Oil/Filter - Vehicle #534	12/13/2019	36.49
134347	ARNOLD AUTO SUPPLY	Battery/Fittings/Air Hose - Vehicle #592	12/13/2019	235.68
134347	ARNOLD AUTO SUPPLY	Coolant/Wrench/Socket Set/Oil/Thread Lock/Tail Lights/Clips - Vehicle 717	12/13/2019	336.57
134347	ARNOLD AUTO SUPPLY	Oil/Filters/Sealer - Generators	12/13/2019	1,576.43
134347	ARNOLD AUTO SUPPLY	Oil - SA Shop	12/13/2019	17.14

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount	
134347	ARNOLD AUTO SUPPLY	Hose - EP Meadowmont Tank	12/13/2019	46.50	
134347	ARNOLD AUTO SUPPLY	Clamps - EP Meadowmont Generator	12/13/2019	145.56	
134347	ARNOLD AUTO SUPPLY	Snow Scraper/Brush/Welding Helmet Batteries/Impact/Grease - EP Barn	12/13/2019	277.82	
134347	ARNOLD AUTO SUPPLY	Tester/Bungee Cord/Clasps/Filter - EP Barn Equipment	12/13/2019	216.45	
134347	ARNOLD AUTO SUPPLY	Sender/Gauges - Hunters Generator	12/13/2019	91.14	
134347	ARNOLD AUTO SUPPLY	Snow Brushes - Hunters WTP	12/13/2019	32.18	
134348	ARNOLD TIRE AND AUTO CARE	Seasonal Tire Change (4) - Vehicle #529	12/13/2019	80.00	
134348	ARNOLD TIRE AND AUTO CARE	Seasonal Tire Change (4) - Vehicle #534	12/13/2019	80.00	
134250	BIG VALLEY DIVERS, INC	Diving Services - Lake Tulloch Pump Replacement Project	12/05/2019	20,540.00	(E)
134349	BIG VALLEY FORD LINCOLN MERCURY	Exhaust Sensor - Vehicle #621	12/13/2019	99.80	
134349	BIG VALLEY FORD LINCOLN MERCURY	Tailgate Latch - Vehicle #711	12/13/2019	22.43	
134403	BNN, LLC	Rent 01/20 - SA Shop	12/19/2019	3,000.00	
134403	BNN, LLC	Utility Reimbursement - SA Shop	12/19/2019	299.88	
134350	BURKE, WILLIAMS, & SORENSON, LLP	Assessment District 604 Legal Services 10/19	12/13/2019	1,203.95	(C)
134351	CABRAL	Brake Line - Vehicle #129	12/13/2019	397.49	
134254	CALAVERAS AUTO SUPPLY	Alternator/Connector - Vehicle #127	12/05/2019	168.97	
134254	CALAVERAS AUTO SUPPLY	Fuses/Power Inverter - Vehicle #721	12/19/2019	71.41	
134254	CALAVERAS AUTO SUPPLY	Exhaust Fluid - Vehicle #723	12/05/2019	14.34	
134254	CALAVERAS AUTO SUPPLY	Batteries (2) - DF/VCTO WWTP ATV	12/05/2019	160.85	
134254	CALAVERAS AUTO SUPPLY	Fuel Clips - District Wide Generators	12/05/2019	222.80	
134254	CALAVERAS AUTO SUPPLY	Air Filter/Sealant - CCWTP	12/05/2019	306.04	
134254	CALAVERAS AUTO SUPPLY	Drill Bits/Exhaust Fluid/Lubricant - Lake Tulloch Pump Replacement Project	12/05/2019	224.21	(E)
134254	CALAVERAS AUTO SUPPLY	Fuel Hoses/Exhaust Fluid/Sealant/Cleaner/Conditioner - CC	12/05/2019	196.19	
134254	CALAVERAS AUTO SUPPLY	Oil/Coolant/Diesel Exhaust Fluid - CC L/S #40 (PSPS)	12/05/2019	252.24	
134254	CALAVERAS AUTO SUPPLY	Transmission Fluid/Oil - SA Shop	12/05/2019	102.80	
134404	CALAVERAS AUTO SUPPLY	Fuel Filter/Cleaners/Diesel Exhaust Fluid - Vehicle #127	12/19/2019	216.38	
134404	CALAVERAS AUTO SUPPLY	Gloves/Brake Pads - Vehicle #129	12/19/2019	177.81	
134404	CALAVERAS AUTO SUPPLY	Relay/Capsule - Vehicle #138	12/19/2019	56.66	
134404	CALAVERAS AUTO SUPPLY	Starter/RainX/Solenoid/Wiper Blades/Diesel Exhaust Fluid - Vehicle #512	12/19/2019	159.17	
134404	CALAVERAS AUTO SUPPLY	Battery - Vehicle #519	12/19/2019	149.35	
134404	CALAVERAS AUTO SUPPLY	Tape - Vehicle #621	12/19/2019	11.36	
134404	CALAVERAS AUTO SUPPLY	Gas Cap - Vehicle #706	12/19/2019	34.14	
134404	CALAVERAS AUTO SUPPLY	Oil - Vehicle #721	12/19/2019	63.64	
134404	CALAVERAS AUTO SUPPLY	Brake Tool - Vehicle #723	12/19/2019	64.74	
134404	CALAVERAS AUTO SUPPLY	Oil/Filters - Avery Pump Station	12/19/2019	451.02	
134404	CALAVERAS AUTO SUPPLY	Funnel/Drain Pan/Oil/Filter - OP HQ Generator	12/19/2019	140.44	
134404	CALAVERAS AUTO SUPPLY	Oil - EP Meadowmont Pump Station	12/19/2019	313.06	
134404	CALAVERAS AUTO SUPPLY	Filters - Highway 4 Generators	12/19/2019	373.94	
134405	CALAVERAS COUNTY	Parcel Map Recording Fee - District Corp Yard	12/19/2019	85.00	
134458	CALAVERAS COUNTY	Blanket Encroachment Application Fee	12/31/2019	1,313.30	
134255	CALAVERAS COUNTY AIR POLLUTION	Burn Permits - District Wide	12/05/2019	120.00	
134352	CALAVERAS FIRST COMPANY INC	Distribution Worker Recruitment Ad	12/13/2019	46.32	
134352	CALAVERAS FIRST COMPANY INC	Notice Inviting Bids - Hunters WTP Filter Rehab/Painting Project	12/13/2019	1,428.00	(E)

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134406	CALAVERAS LUMBER CO INC	Gas Cans - CCWHSE	12/19/2019	103.40
134406	CALAVERAS LUMBER CO INC	Paint/Batteries/Brushes/Coveralls - Vallecito Tanks	12/19/2019	75.35
134406	CALAVERAS LUMBER CO INC	Batteries/HDMI Cables/Inserts/Plugs - Electricians	12/19/2019	117.95
134406	CALAVERAS LUMBER CO INC	Caulking/Hooks/Nipples/Washers - DF/VCTO Recycled Water Distribution Proj	12/19/2019	68.93 (B)
134406	CALAVERAS LUMBER CO INC	Torch - Vehicle #533	12/19/2019	69.99
134406	CALAVERAS LUMBER CO INC	Pipe/Solder/Fuel Hose/Poly Tube/Fittings - AWWTP	12/19/2019	112.51
134406	CALAVERAS LUMBER CO INC	Marker/Nutsetter - Electricians	12/19/2019	35.20
134353	CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal 12/19 - District Wide	12/13/2019	1,313.75
134354	CALIFORNIA WELDING SUPPLY CO	Service Charge 11/19	12/13/2019	3.72
134407	CALLEN, REBECCA	ACWA Fall Conference Airfare/Lodging/Parking/Taxi/Mileage Reimbursement	12/19/2019	1,105.56
134355	CALTEL	Lease Lines 11/19	12/13/2019	1,451.07
134356	CAMPORA	Propane - Wallace	12/13/2019	189.36
134256	CARBON COPY INC	Copies/Copier Maintenance (3) 11/19	12/05/2019	152.79
EFT	CARD SERVICES	CalPELRA Conference Meal - Minkler	12/17/2019	36.40
EFT	CARD SERVICES	CalPELRA Conference Meal - Minkler/Lollar/Howarth	12/17/2019	76.10
EFT	CARD SERVICES	ACWA Fall Conference Registration - Callen	12/17/2019	725.00
EFT	CARD SERVICES	GFOA Renewal - Callen	12/17/2019	150.00
EFT	CARD SERVICES	PHR Recertification Fee - Lollar	12/17/2019	160.00
EFT	CARD SERVICES	CalPELRA Conference Lodging - Lollar	12/17/2019	950.73
EFT	CARD SERVICES	CalPELRA Conference Registration/Lodging - Howarth	12/17/2019	1,790.82
EFT	CARD SERVICES	Backhoe Training - Reece/Sullivan/Crank	12/17/2019	237.00
EFT	CARD SERVICES	Internet Service 12/19 - Hunters	12/17/2019	86.87
EFT	CARD SERVICES	Internet E-Mail Back Up 12/19 - OP HQ	12/17/2019	29.90
EFT	CARD SERVICES	Mailchimp Services - Metzger	12/17/2019	17.99
EFT	CARD SERVICES	Docking Station - Engineering	12/17/2019	73.99
EFT	CARD SERVICES	USB Microphone - Customer Service	12/17/2019	107.24
EFT	CARD SERVICES	Underdesk Computer Mounts (4) - OP HQ	12/17/2019	120.08
EFT	CARD SERVICES	Laptop Battery - OP HQ	12/17/2019	74.96
EFT	CARD SERVICES	Redundant Power Adaptor/Cable - OP HQ	12/17/2019	182.28
EFT	CARD SERVICES	Portable Fuel Tanks (3)/Pumps - District Wide	12/17/2019	3,097.46 (F)
EFT	CARD SERVICES	Fuel (PG&E PSPS)	12/17/2019	2,429.65
EFT	CARD SERVICES	Anti-Malware Software - Electrician	12/17/2019	49.99
EFT	CARD SERVICES	Dissolved Oxygen Sensor - DF/VCTO WWTP	12/17/2019	594.78
EFT	CARD SERVICES	Employee Meeting Supplies	12/17/2019	437.72
EFT	CARD SERVICES	Phone Cases/Computer Cases/Stylus Pens/Screen Protectors - District Wide	12/17/2019	1,352.64
134257	CARPORTS AND MORE, INC.	Deposit - CC Equipment Storage Building	12/05/2019	1,627.20 (F)
134258	CDK SUPPLY	Conduit/Fittings/Strap - DF/VCTO Recycled Water Distribution Project	12/05/2019	74.15 (B)
134259	CDTFA	State Water Rights - District Wide	12/05/2019	86,889.29 (D)
134260	CENTRAL CALIFORNIA GENERATOR	PC Board/Ribbon - VCTO L/S	12/05/2019	1,095.84
134260	CENTRAL CALIFORNIA GENERATOR	Transfer Switch Replacement - Raw Water Generator (PSPS)	12/05/2019	21,373.05
134408	CENTRAL CALIFORNIA GENERATOR	Coolant/Logic Board/Labor - FMWWTP	12/19/2019	2,251.81
134408	CENTRAL CALIFORNIA GENERATOR	MPAC Controller/Coolant/Hose/Labor - CC L/S #20	12/19/2019	3,309.35
134261	CHEMTRAC INC	Probe/Piston - Hunters WTP/SRWTP	12/05/2019	1,318.00

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134357	CITY OF ANGELS	Sewer Service 11/19 - Six Mile Village	12/13/2019	3,465.75
134262	CLARK PEST CONTROL	Pest Control Service 11/19 - CCWTP	12/05/2019	92.00
134358	CLARK PEST CONTROL	Pest Control Services 11/19 - LCWWTP	12/13/2019	354.00
134409	COLEMAN ENGINEERING, INC.	Engineering/Design Services - EP Techite Line Replacement Project	12/19/2019	4,859.00 (E)
134359	COLUMBIA COMMUNICATIONS	Radios (6)/Antennas/Wiring - Lease Vehicles	12/13/2019	5,847.02
134359	COLUMBIA COMMUNICATIONS	Radio Brackets (6) - Lease Vehicles	12/13/2019	1,103.77
134360	COMCAST	Internet Service 12/19 - JLWTP	12/13/2019	130.74
134361	COMCAST	Internet Service 12/19 - DF/VCTO	12/13/2019	113.08
134362	COMCAST	Internet Service 12/19 - OP HQ	12/13/2019	153.08
134410	COMCAST	Internet Service 01/20 - JLTC	12/19/2019	108.08
134264	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - Wallace WWTP	12/05/2019	19,766.16 (F)
134264	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - WPWWTP	12/05/2019	28,695.41 (F)
134264	CONDOR EARTH TECHNOLOGIES INC	Groundwater Monitoring Services	12/05/2019	3,574.00
134264	CONDOR EARTH TECHNOLOGIES INC	Leachfield Evaluation Services - AWWTP	12/05/2019	1,050.00
134411	CONETH SOLUTIONS INC	IT Services	12/19/2019	300.00
134363	COPPER AUTO & MARINE	Wiper Blades - Vehicle #123	12/13/2019	23.57
134363	COPPER AUTO & MARINE	Diesel Exhaust Fluid - Vehicle #551	12/13/2019	18.22
134363	COPPER AUTO & MARINE	Battery - Vehicle #719	12/13/2019	172.66
134363	COPPER AUTO & MARINE	Oil/Diesel Exhaust Fluid - Vehicle #723	12/13/2019	114.68
134363	COPPER AUTO & MARINE	Diesel Exhaust Fluid/Reducer Sleeve - Vehicle #728	12/13/2019	58.76
134363	COPPER AUTO & MARINE	Batteries (2)/Battery Charger - CC L/S #15	12/13/2019	362.47
134412	COPPER COVE AT LAKE TULLOCH	HOA Assessments 2020	12/19/2019	1,659.00
134364	CPPA	Power 11/19 - District Wide	12/13/2019	62,652.40
134267	CPUD	Water Service 11/19 - OP HQ	12/05/2019	307.68
134268	CWEA	Membership Renewal - Crumpacker	12/05/2019	192.00
134365	CWEA	Membership Renewal - Rose	12/13/2019	192.00
134365	CWEA	Collection System Maintenance, Grade 1 Certificate Renewal - Rose	12/13/2019	89.00
134365	CWEA	Plant Maintenance Technologist, Grade 1 Certificate Renewal - Rose	12/13/2019	89.00
134365	CWEA	Membership Renewal - Scheidt	12/13/2019	192.00
134413	CWEA	Membership Renewal - Samorano	12/19/2019	192.00
134366	DATAPROSE	UB Statement Processing 11/19	12/13/2019	4,352.87
134414	DAVIDSON, JEFF	Legislative Trip, Washington, D.C. Airfare/Hotel/Taxi Reimbursement	12/19/2019	1,732.03
134414	DAVIDSON, JEFF	Travel 12/19	12/19/2019	62.64
134415	DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 12/19	12/19/2019	273.49
134367	DELTA TRUCK CENTER	Power Steering Pump - Vehicle #126	12/13/2019	325.84
134272	DOWNEY BRAND ATTORNEYS LLP	Legal Services 10/19	12/05/2019	53,164.04
134416	DUDEK	Biological/Cultural Resources Surveys - EP Reach 1 Pipeline Replacement Project	12/19/2019	33,776.25 (E)
134417	DWYER INSTRUMENTS, INC	Level Transmitters (4) - Electrical Stock	12/19/2019	2,419.29
134368	EBBETTS PASS GAS SERVICE	Fuel 11/19	12/13/2019	2,201.71
134418	EBBETTS PASS LUMBER	Bucket/Fasteners/Hole Saw Blades - AWWTP	12/19/2019	24.43
134418	EBBETTS PASS LUMBER	Key/Case/Ice Melt/Door Stop - Hunters WTP	12/19/2019	73.66
134419	ECORP CONSULTING, INC	Special Use Permit Support - EP Reach 1 Pipeline Replacement Project	12/19/2019	155.00 (E)
134420	EDGES ELECTRICAL GROUP, LLC	Surge Arrester/Seals - CC L/S #22	12/19/2019	4,179.91

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134420	EDGES ELECTRICAL GROUP, LLC	Relays - WPWTP	12/19/2019	44.19
134420	EDGES ELECTRICAL GROUP, LLC	Speed Drive/Enclosure - Huckleberry L/S	12/19/2019	9,724.90
134420	EDGES ELECTRICAL GROUP, LLC	Wire/Splice Kits - CC L/S #40	12/19/2019	1,432.70
134420	EDGES ELECTRICAL GROUP, LLC	Starter/Relay - CCWWTP	12/19/2019	669.71
134421	ENTERPRISE FM TRUST	Vehicle Lease (6)/Set-Up Charges	12/19/2019	38,387.91
134369	FASTENAL	Cutting Wheels/Thread Seal/Grease/Gloves/Ear Plugs/Cable Ties/Tape - JL	12/13/2019	840.37
134422	FASTENAL	Stainless Steel Hardware - CCWTP	12/19/2019	768.94
134275	FERGUSON ENTERPRISES, INC 1423	Meters (12)/Adapters/Curb Stops/Meter Gaskets/Couplings - CCWHSE	12/05/2019	10,820.38 (E)
134370	FERGUSON ENTERPRISES, INC 1423	Ball Valves/Couplings/Fittings - EP Barn	12/13/2019	15,573.57
134423	FERGUSON ENTERPRISES, INC 1423	Pipe/Fittings/Fasteners - CC Sawmill PRV	12/19/2019	8,055.38
134371	FGL ENVIRONMENTAL	Waste Water Testing 11/19	12/13/2019	2,751.66
134371	FGL ENVIRONMENTAL	Water Testing 11/19	12/13/2019	4,891.84
134424	FGL ENVIRONMENTAL	Waste Water Testing 12/19	12/19/2019	1,380.00
134424	FGL ENVIRONMENTAL	Water Testing 12/19	12/19/2019	2,453.50
134372	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 11/19 - Sheep Ranch	12/13/2019	93.50
134372	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 11/19 - Wallace	12/13/2019	93.50
134276	FOOTHILL PRINTING & GRAPHICS	Business Cards (10)	12/05/2019	1,220.23
134277	FROGGY'S AUTO WASH & LUBE	Oil/Lube - Vehicle #533	12/05/2019	42.81
134426	FROGGY'S AUTO WASH & LUBE	Oil/Lube/Wash - Vehicle #725	12/19/2019	170.27
134427	GENERAL PLUMBING SUPPLY CO INC	Ball Valve/Nipples/Vent Cap - DF/VCTO Recycled Water Distribution Project	12/19/2019	277.77 (B)
134427	GENERAL PLUMBING SUPPLY CO INC	Fittings/Pipe/Glue - Collections Crew	12/19/2019	60.53
134459	GERKENSMEYER, KELLY	Winter Weather Gear Reimbursement	12/31/2019	200.00
134428	GOVCONNECTION, INC	Software/DVD Readers/Cables/Adapters/Back UPS - District Wide	12/19/2019	960.30
134428	GOVCONNECTION, INC	Surface Pro Covers/Software - Construction Crew	12/19/2019	1,365.37
134428	GOVCONNECTION, INC	Surface Pro (10)/Covers/Software - Field Staff	12/19/2019	14,107.74
134428	GOVCONNECTION, INC	Surface Pro (4) - Mechanics	12/19/2019	4,211.66
134429	GRIFFIN, RICK	Winter Weather Gear Reimbursement	12/19/2019	200.00
134429	GRIFFIN, RICK	Safety Boot Reimbursement	12/19/2019	169.95
134373	GRUTZMACHER, SCOTT	Safety Boot Reimbursement	12/13/2019	200.00
134280	HESKETH AUTOMOTIVE	Oil Change - Vehicle #150	12/05/2019	62.54
134430	HOBGOODS CLEANING	Janitorial Service 12/19	12/19/2019	1,985.00
134281	HOWARTH, DEJA	CalPELRA Conference Mileage/Parking/Meal Reimbursement	12/05/2019	261.60
134374	HUGHESNET	Internet Service 12/19 - AWWTP	12/13/2019	80.94
134374	HUGHESNET	Internet Service 12/19 - FMWWTP	12/13/2019	82.23
134282	HUNT & SONS, INC	Oil - WPWTP	12/05/2019	256.22
134431	JACK, KRIS	NAS Server Setup Consulting	12/19/2019	1,125.00
134283	JELIGHT COMPANY, INC	UV Lamp (1) - JLWTP	12/05/2019	283.75
134425	JOHN DEERE FINANCIAL	Oil Filters/Filter Elements - OP HQ Generator	12/19/2019	189.19
134460	JTN ENERGY LLC	ReMat Coalition Work Effort	12/31/2019	1,000.00
134375	KIRSCHMAN, NATHANIEL	Safety Boot Reimbursement	12/13/2019	193.04
134284	LAKESIDE EQUIPMENT CORP.	Brush - AWWTP	12/05/2019	402.39
134432	LOLLAR, STACEY	Employee Training Supplies	12/19/2019	9.84
134432	LOLLAR, STACEY	CalPELRA Conference Mileage/Parking/Meal Reimbursement	12/19/2019	301.50

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134461	LOLLAR, STACEY	Breakroom Supplies - OP HQ	12/31/2019	9.63
134461	LOLLAR, STACEY	Employee Training Supplies	12/31/2019	55.76
134377	MARTIN, PETER	Mileage Reimbursement - Stockton	12/13/2019	109.04
134378	MINKLER, MICHAEL	CalPELRA Conference Lodging Reimbursement	12/13/2019	711.90
134434	MINKLER, MICHAEL	ACWA Conference Lodging/Meal Reimbursement	12/19/2019	717.34
134379	MODESTO AIRCO GAS & GEAR	Cylinder Rental 12/19	12/13/2019	91.00
134380	MOTHER LODE ANSWERING SERVICE	Answering Service 12/19	12/13/2019	653.60
134381	MOUNTAIN OASIS PURIFIED WATER	Water Cooler Service/Supplies 11/19 - District Wide	12/13/2019	128.75
134435	MOZINGO CONSTRUCTION, INC.	Construction Contract - EP Reach 1 Pipeline Replacement Project	12/19/2019	760,775.52 (E)
134289	MUNICIPAL MAINTENANCE EQUIP	Wireless Remote (Vac-Con Hydraulics) - Vehicle #126	12/05/2019	4,147.85
134290	MUTUAL OF OMAHA	Life/AD&D/STD/LTD Insurance, Employees 12/19	12/05/2019	6,292.02
134291	NASH CHEVRON	Seasonal Tire Change - Vehicle #535	12/05/2019	48.00
134292	NEOFUNDS BY NEOPOST	Postage Oct/Nov	12/05/2019	2,000.00
134382	NEW YORK LIFE	Life Insurance 11/19	12/13/2019	1,124.36 (C)
134436	NHU DESIGN	Website Design	12/19/2019	224.40
134293	NORTHSTAR CHEMICAL	Sodium Hypochlorite - AWWTP	12/05/2019	1,646.84
134293	NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	12/05/2019	1,277.27
134293	NORTHSTAR CHEMICAL	Sodium Hypochlorite - Hunters WTP	12/05/2019	3,255.40
134294	O'CONNELL & DEMPSEY, LLC	Legislative Advocacy Consulting Services 10/19	12/05/2019	5,000.00
134383	O'REILLY AUTO PARTS	Belt - Vehicle #124	12/05/2019	24.57
134295	O'REILLY AUTO PARTS	Stabilizer/Oil/Carburetor Cleaner - Vehicle #145	12/05/2019	24.74
134383	O'REILLY AUTO PARTS	Antifreeze - Vehicle #608	12/05/2019	18.22
134383	O'REILLY AUTO PARTS	Floor Mats - Vehicle #613	12/05/2019	45.03
134383	O'REILLY AUTO PARTS	Wiper Blades - Vehicle #706	12/05/2019	18.60
134295	O'REILLY AUTO PARTS	Oil/Filters - Vehicle #719	12/05/2019	73.78
134383	O'REILLY AUTO PARTS	Heater Hose/Gaskets - Vehicle #723	12/05/2019	33.28
134295	O'REILLY AUTO PARTS	Batteries (2)/Filter - CC L/S #15	12/05/2019	256.78
134383	O'REILLY AUTO PARTS	Raditor Hose - CCWTP	12/05/2019	29.94
134383	O'REILLY AUTO PARTS	Coolant - CC	12/05/2019	32.15
134383	O'REILLY AUTOMOTIVE, INC	Power Steering Fluid/Brake Cleaner - Vehicle #126	12/13/2019	58.96
134383	O'REILLY AUTOMOTIVE, INC	Oil - Vehicle #711	12/13/2019	16.06
134383	O'REILLY AUTOMOTIVE, INC	Wiper Blades/Seat Covers - Vehicle #727	12/13/2019	485.76
134383	O'REILLY AUTOMOTIVE, INC	Oil/Coolant - EP Generators	12/13/2019	369.39
134383	O'REILLY AUTOMOTIVE, INC	Oil/Coolant - Poker Flat (PSPS)	12/13/2019	112.55
134383	O'REILLY AUTOMOTIVE, INC	Lubricant/Towels - LCWWTP	12/13/2019	21.95
134296	P G & E	Power 11/19 - JLTC	12/05/2019	120.69
134297	P G & E	Power 11/19 - Wallace Spray Fields	12/05/2019	24.31
134298	P G & E	Power 11/19 - Warmwood L/S	12/05/2019	15.61
134299	P G & E	Power 11/19 - Woodgate L/S	12/05/2019	23.52
134300	P G & E	Gas 11/19 - OP HQ	12/05/2019	47.71
134384	P G & E	Power 10/19 - VS House	12/13/2019	18.88
134437	P G & E	Power Oct/Nov - SA Shop	12/19/2019	1,319.62
134385	PAYMENTUS GROUP INC	Payment Processing 11/19	12/13/2019	7,268.56

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134438	PLACER TITLE	Map Recording - District Corp Yard	12/19/2019	310.00
134302	POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	12/05/2019	271.20
134303	R & B COMPANY	Redi-Clamps - LCWHSE	12/05/2019	976.19
134303	R & B COMPANY	Meters (25) - CCWHSE	12/05/2019	6,865.79 (E)
134439	R.E. SMITH CONTRACTORS, INC.	Construction Contract - JLWTP Pre-Treatment Facility Project	12/19/2019	62,021.42 (E)
134304	RATTERMAN, SCOTT	Travel 11/19	12/05/2019	45.24
134440	RATTERMAN, SCOTT	Travel 12/19	12/19/2019	97.44
134440	RATTERMAN, SCOTT	Mountain Counties Meeting Meal Reimbursement	12/19/2019	10.51
134440	RATTERMAN, SCOTT	ACWA Conference Lodging/Meal/Taxi/Parking Reimbursement	12/19/2019	1,436.80
134441	REXEL	Starter Overloads - LCWWTP	12/19/2019	90.09
134305	RICHARDSON & COMPANY	Auditing Services FY 2018-19	12/05/2019	1,350.00
134306	RYAN HERCO PRODUCTS CORP.	Rotometer (4)/PVC Fittings/Adapters - JLWTP	12/05/2019	461.26
134386	SAM BERRI TOWING	Tow Service - Vehicle #127	12/13/2019	187.50
134442	SAMORANO, MICHAEL	After Hours Lift Station Repair Meal Reimbursement (6)	12/19/2019	98.02
134307	SAN ANDREAS PRINT SHOP	Truck Decals/Emblems - District Wide	12/05/2019	456.50
134387	SAPIENS TREE SERVICE & LOGGING	Tree Falling (9) - White Pines	12/13/2019	900.00
134309	SECADA, CINDY	Travel 11/19	12/05/2019	22.45
134443	SECADA, CINDY	Travel 12/19	12/19/2019	44.89
134310	SECO CONTROLS, LLC	Interconnecting Cable - Sheep Ranch WTP	12/05/2019	475.31
134311	SEIU LOCAL 1021	Union Dues 11/19	12/05/2019	2,790.00 (C)
134444	SENDERS MARKET INC	Bucket/Sponge - La Contentat E Tank Generator	12/19/2019	10.59
134444	SENDERS MARKET INC	Socket Set - Vehicle #722	12/19/2019	72.37
134444	SENDERS MARKET INC	Nipples/Spray Bottle - JLWTP	12/19/2019	21.46
134444	SENDERS MARKET INC	Sawzall Blades - LCWWTP	12/19/2019	30.87
134444	SENDERS MARKET INC	Pipe/Chain/Rope/Hooks/Lumber/Fittings - Southworth Bldg.	12/19/2019	1,113.50
134444	SENDERS MARKET INC	Pipe Return - JLWTP	12/19/2019	(824.75)
134444	SENDERS MARKET INC	Bucket/Rope/Tape/Screws - LCWHSE	12/19/2019	48.70
134445	SIERRA JANITORIAL SUPPLY	Paper Towels/Facial Tissue/Trash Bags	12/19/2019	247.69
134313	SIGNAL SERVICE	Alarm Batteries - JLWTP	12/05/2019	42.64
134314	SLAKEY BROS - JACKSON	Effluent Pump - Collections Crew	12/05/2019	622.58
134388	SNIDER, ADAM	Snow Removal - EP Big Trees Tanks	12/13/2019	840.00
134316	STAPLES CREDIT PLAN	Office Supplies	12/05/2019	2,953.06
134317	STEALTH COMPUTER	SCADA Computer/Bracket/Warranty - DF/VCTO WWTP	12/05/2019	2,055.20
134389	SUTTON ENTERPRISES	Fuel Truck Rental - Copperopolis (PSPS)	12/13/2019	5,860.00
134446	SUTTON ENTERPRISES	Generator Rental/Labor/Equipment Hauling - Copperopolis (PSPS)	12/19/2019	6,795.00
134446	SUTTON ENTERPRISES	Fuel Truck/Fuel - Lower District (PSPS)	12/19/2019	27,413.30
134446	SUTTON ENTERPRISES	Excavator Hauling/Rental - Lake Tulloch Pump Replacement Project	12/19/2019	10,398.10 (E)
134321	SWRCB	Drinking Water Distribution Op, Grade D1 Certificate Renewal - Grutzmacher	12/05/2019	55.00
134390	SWRCB	Water Treatment Plant Operator, Grade 1 Certificate Request - Grutzmacher	12/13/2019	55.00
134390	SWRCB	Drinking Water Distribution Op, Grade D3 Certificate Renewal - Atnip	12/13/2019	90.00
134447	SWRCB	Water System Annual Fee - District Wide	12/19/2019	59,200.35
134464	SWRCB	Water Treatment Plant Op, Grade T3 Certificate Application - DeAmicis	12/31/2019	90.00
134322	SWRCB-DIVISION WATER QUALITY	Permit Fee - EP Reach 1 Pipeline Replacement Project	12/05/2019	988.00

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134448	TALLEY	Hole Saw/Crimp Die Set/Pliers - Vehicle #721	12/19/2019	157.81
134323	THOMAS, RUSS	Travel 11/19	12/05/2019	273.76
134449	THOMAS, RUSS	Travel 12/19	12/19/2019	51.04
134465	THOMAS, RUSS	ACWA Fall Conference Travel/Lodging/Meal Reimbursement	12/31/2019	1,682.08
134391	TIFCO INDUSTRIES	Tray Assortment Rack - Vehicle #723	12/13/2019	66.45
134450	TIFCO INDUSTRIES	Tap/Die Set - Vehicle #720	12/19/2019	294.94
134450	TIFCO INDUSTRIES	Clamps/Disc/Terminals - SA Shop	12/19/2019	375.98
134451	TINDELL, ROGER	Collections Test Mileage Reimbursement	12/19/2019	69.60
134326	TREATS GENERAL STORE INC	Power Cords/Surge Protector/Hardware - OP HQ	12/05/2019	159.53
134326	TREATS GENERAL STORE INC	Chain/Spray Paint - SA Shop	12/05/2019	49.90
134452	TRIPLEPOINT ENVIRONMENTAL	Micro C - CCRCP Pilot Study	12/19/2019	914.31
134329	UNDERHILL, BERTHA	Travel 11/19	12/05/2019	283.62
134453	UNDERHILL, BERTHA	Travel 12/19	12/19/2019	84.68
134392	UNION PUBLIC UTILITY DISTRICT	Water Service 11/19 - Six Mile Village	12/13/2019	168.00
134330	UNITED PARCEL SERVICE	Shipping 11/19	12/05/2019	54.00
134454	UNITED PARCEL SERVICE	Shipping 12/19	12/19/2019	54.00
134331	USA BLUE BOOK	Pump Hose/Flashlight/Tubing - AWWTP	12/05/2019	868.02
134331	USA BLUE BOOK	Reagent/Polymer Pumps (2) - JLWTP	12/05/2019	3,440.67
134331	USA BLUE BOOK	Vials/Sensors/Dispenser - Hunters WTP	12/05/2019	2,958.57
134331	USA BLUE BOOK	Chlorine Reagent - CCWTP	12/05/2019	580.50
134331	USA BLUE BOOK	Dippers/Buffer/Ozone Reagent - CCWWTP	12/05/2019	878.52
134331	USA BLUE BOOK	Reagent - Wallace WTP	12/05/2019	147.92
134394	USA BLUE BOOK	StablCal/Reagent/Pan Solution - JLWTP	12/13/2019	128.07
134394	USA BLUE BOOK	Reagent/Pan Solution - Wallace WTP	12/13/2019	191.86
134455	USA BLUE BOOK	Pulsatron Pump - Southworth WWTP	12/19/2019	536.20
134332	USDA FOREST SERVICE	2020 Land Use Fee - EP Water System	12/05/2019	793.65
134333	USPS	PO Box Rental (2) - OP HQ	12/05/2019	1,524.00
134395	VOLCANO TELEPHONE COMPANY	Phone 12/19 - WPWWTP	12/13/2019	163.71
134395	VOLCANO TELEPHONE COMPANY	Phone/Fax 12/19 - WPWWTP	12/13/2019	394.15
134456	WAGeworks	FSA Administration Oct/Nov	12/19/2019	400.00
134336	WECO INDUSTRIES	Hose/Adapters/Filters/Nozzle - Collections Crew	12/05/2019	202.70
134337	WESTERN HYDROLOGICS	White Pines Gaging Project 11/19	12/05/2019	1,616.98
134337	WESTERN HYDROLOGICS	Gage Installation/Maintenance - Bear Creek Diversion	12/05/2019	879.56
EFT	WEX BANK	Fuel 11/19	12/10/2019	13,910.89
134339	WIENHOFF DRUG TESTING	Consortium Membership	12/05/2019	1,350.00
134396	WILLDAN	Assessment District Services - Dalee/Cassidy	12/13/2019	101.10 (C)
134396	WILLDAN	Assessment District Services - Fly In Acres	12/13/2019	151.65 (C)
134396	WILLDAN	Assessment District Services - Saddle Creek	12/13/2019	404.40 (C)
134397	WILLIAM R. ANDERSON CONST.	Road Base - LCWHSE	12/13/2019	1,745.02
134457	WILSON, JIM	Patch Paving - CC	12/19/2019	5,202.00
134398	YOUNG'S COPPER ACE HARDWARE	Lumber/Sand Bags/Mortar/Batteries/Flashlight - Collections Crew	12/13/2019	106.40
134398	YOUNG'S COPPER ACE HARDWARE	PVC Pipe/Batteries/Spring/Pest Supplies - CCWHSE	12/13/2019	31.16
134398	YOUNG'S COPPER ACE HARDWARE	Electrical Outlet/Cable Ties - Electricians	12/13/2019	16.07

CCWD
AP DISBURSEMENTS
DECEMBER 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134340	ZOOM SMOG & AUTOMOTIVE	Tires (4) Mounted/Balanced - Vehicle #614	12/05/2019	167.13
	Employee Medical Reimbursements (4)			1,581.00
	Retiree Health Reimbursements (25)			6,896.90
	Customer Refunds (5)			<u>1,142.23</u>
		Total December 2019 AP Disbursements		<u><u>1,758,559.34</u></u>

RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

RATIFYING CLAIM SUMMARY NO. 574

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 574 at the Regular Meeting held on January 8, 2020 and

WHEREAS, Board Members have resolved questions, issues, or concerns by consultation with District staff during said meeting.

NOW, THEREFORE, BE IT RESOLVED that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 574 in the amount of \$2,368,799.51 for the month of December, 2019.

PASSED AND ADOPTED this 8th day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: January 8, 2020

TO: Michael Minkler

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Amending the District's Financial Management Policy No. 5.13, Financial Audit Policy

RECOMMENDED ACTION:

Motion _____/_____ adopting Resolution No. 2020 - ____ regarding amending the District's Financial Management Policy No. 5.13, Financial Audit Policy.

SUMMARY:

As per Section 5.13 of the Financial Management Policy of the Calaveras County Water District, Financial Audit Policy, the general provisions as set forth in 5.13.33 states that the selected firm can only be engaged for one five (5) year period during any fifteen (15) year time frame. The policy was last revised by the Board on January 23, 2019 by Resolution 2019-04.

On December 17, 2019 staff made the recommendation to the Finance Committee to update Section 5.13.33, removing the 5-year limit within 15 years and instead adhere to Government Code 12410.6(b). This would allow a six (6) year term and require partner rotation, not firm rotation. This change gives the district more flexibility should we find ourselves unable to find any other qualified respondents to a bid other than the currently engaged firm.

The Finance Committee approved the change and recommended the proposed policy be submitted for Board adoption.

FINANCIAL CONSIDERATIONS:

None at this time.

*Attachment: District Financial Management Policy No. 5.13, Financial Audit Policy (proposed redlined)
District Financial Management Policy No. 5.13, Financial Audit Policy (Final)
Copy of Government Code 12410.6(b)
Resolution 2020-__ - Amending District Financial Management Policy No. 5.13-Financial Audit*

5.13.1 Purpose

This policy is intended to provide guidelines and consistency in the employment of an independent accounting firm to perform an audit of the District's financial statements, and, as required, more specialized, or special audits as deemed necessary to assure the integrity of the District's moneys, assets, accounts and records.

5.13.2 Policy

This policy applies to all District employees and the Board of Directors who are involved in the annual audit of the District's financial statements, including the selection and engagement of an independent accounting firm.

5.13.3 General Provisions

- 5.13.31 All such audits shall be made by a certified public accountant firm experienced in the audit of California public agencies and water and wastewater districts.
- 5.13.32 The audit firm shall have no personal interest, either direct or indirect, in the fiscal affairs of the District or any of its officers, and may not provide services to the District other than audit services.
- 5.13.33 The Board of Directors shall, through a competitive bid process, select an independent audit firm at least once every ~~five-six~~ years. The contract for auditing services will be at the discretion of the Board of Directors and be for a period ~~not exceeding five (5) years, and the selected firm can only be engaged for one five (5) year period during any fifteen (15) year time frame.~~ in accordance with Government Code section 12410.6(b).
- 5.13.34 The Finance Staff and the General Manager will review the qualifications of prospective firms and make a recommendation to the Board of Directors. The audit contract, and any extensions, will be awarded by the Board of Directors.
- 5.13.35 The selection process and designation to perform the annual audit shall be completed not later than 30 days before the beginning of the fiscal year for which the audit is to be performed.
- 5.13.36 The audit shall be prepared in accordance with United States generally accepted auditing standards, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's *Minimum Audit Requirements for California Special Districts*, and will include tests of the District's accounting records and such other auditing procedures as might be considered necessary for the expression of an

Policy Title: Financial Audit Policy
Policy Number: Financial Management Policy 5.13
audit opinion.

Adopted 12/08/04
Revised 01/30/08 (Res. 2008-09)
Revised 10/09/13 (Res. 2013-63)
Revised 01/23/19 (Res. 2019-04)
[Draft 01/08/20 \(Res. 2020-xx\)](#)

5.13.37 The annual audit shall be comprehensive of all departments and agencies, and shall include:

- Independent Auditor's Report on the financial statements;
- Management Discussion and Analysis (prepared by District staff);
- Government-Wide financial statements prepared in accordance with current government accounting standards;
- Fund financial statements;
- Notes to financial statements;
- Required supplementary information;
- Independent Auditor's Report on Compliance and on Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards; and
- Management letter addressed to the District's Board of Directors, including a statement of audit findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters.

5.13.38 The annual audit and written evaluation report shall be submitted to the Board of Directors at a regular Board meeting within six (6) months of year end closing. The completed and accepted audit shall be available to all required and interested parties and shall be acted on by the Director of Administrative Services as appropriate and necessary to assure full compliance with Generally Accepted Accounting Principles and state law.

5.13.1 Purpose

This policy is intended to provide guidelines and consistency in the employment of an independent accounting firm to perform an audit of the District's financial statements, and, as required, more specialized, or special audits as deemed necessary to assure the integrity of the District's moneys, assets, accounts and records.

5.13.2 Policy

This policy applies to all District employees and the Board of Directors who are involved in the annual audit of the District's financial statements, including the selection and engagement of an independent accounting firm.

5.13.3 General Provisions

- 5.13.31 All such audits shall be made by a certified public accountant firm experienced in the audit of California public agencies and water and wastewater districts.
- 5.13.32 The audit firm shall have no personal interest, either direct or indirect, in the fiscal affairs of the District or any of its officers, and may not provide services to the District other than audit services.
- 5.13.33 The Board of Directors shall, through a competitive bid process, select an independent audit firm at least once every six years. The contract for auditing services will be at the discretion of the Board of Directors and be for a period in accordance with Government Code section 12410.6(b).
- 5.13.34 The Finance Staff and the General Manager will review the qualifications of prospective firms and make a recommendation to the Board of Directors. The audit contract, and any extensions, will be awarded by the Board of Directors.
- 5.13.35 The selection process and designation to perform the annual audit shall be completed not later than 30 days before the beginning of the fiscal year for which the audit is to be performed.
- 5.13.36 The audit shall be prepared in accordance with United States generally accepted auditing standards, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's *Minimum Audit Requirements for California Special Districts*, and will include tests of the District's accounting records and such other auditing procedures as might be considered necessary for the expression of an audit opinion.

5.13.37 The annual audit shall be comprehensive of all departments and agencies, and shall include:

- Independent Auditor's Report on the financial statements;
- Management Discussion and Analysis (prepared by District staff);
- Government-Wide financial statements prepared in accordance with current government accounting standards;
- Fund financial statements;
- Notes to financial statements;
- Required supplementary information;
- Independent Auditor's Report on Compliance and on Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards; and
- Management letter addressed to the District's Board of Directors, including a statement of audit findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters.

5.13.38 The annual audit and written evaluation report shall be submitted to the Board of Directors at a regular Board meeting within six (6) months of year end closing. The completed and accepted audit shall be available to all required and interested parties and shall be acted on by the Director of Administrative Services as appropriate and necessary to assure full compliance with Generally Accepted Accounting Principles and state law.

Betty T. Yee
California State Controller



Auditor Rotation Requirements for Annual Audits of Local Governments

Assembly Bill 1345 added section 12410.6.(b) to Government Code regarding auditor rotation requirements of public accounting firms providing audit services to local agencies.

Government Code section 12410.6.(b) indicates that commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. For purposes of calculating the six consecutive fiscal years, the local agency shall not take into account any time that a public accounting firm was employed by that local agency prior to the 2013-14 fiscal year. The Controller may waive this requirement if he or she finds that another eligible public accounting firm is not available to perform the audit.

RESOLUTION 2020 –

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**AMENDING DISTRICT FINANCIAL MANAGEMENT
POLICY NO. 5.13 – FINANCIAL AUDIT POLICY**

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted an Investment Policy by Resolution on December 8, 2004, and

WHEREAS, the Board most recently adopted Financial Management Policy No. 5.13 – Financial Audit Policy by Resolution No 2019-04 on January 23, 2019; and

WHEREAS, the Director of Administrative Services recommended to the Finance Committee section 5.13.33 be amended to align with Government Code 12410.6(b); and

WHEREAS, the Finance Committee agreed with the recommendation on December 17, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby amend Financial Management Policy No. 5.13 – Financial Audit Policy, as attached hereto and made a part hereof, to be effective January 8, 2020.

PASSED AND ADOPTED this 8th day of January 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: January 8, 2020

TO: Michael Minkler, General Manager

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Receive a Presentation of Funding Ongoing Retiree Health Obligations - Other Post-Employment Benefits (OPEB)

RECOMMENDED ACTION:

Discuss and present District OPEB tracking, reporting, and funding.

SUMMARY:

On September 11, 2019, the Calaveras County Water District Board received the GASB 75 Interim Valuation. The Government Accounting Standards Board (GASB) Statement No. 75 addresses government agency accounting and financial reporting requirements for post-employment benefits other than pensions. Calaveras County Water District currently provides retiree health benefits, which is considered an OPEB. The District utilizes a “pay as you go” method to fund retiree health benefits for existing retirees and makes payments into a trust to prefund retiree health benefits for active employees.

The trust is administered by Public Agency Retirement Services (PARS) and the investments are managed by HighMark Capital Management, a division of Union Bank. It was started June 2009, at the worst point of the “great recession” and the District made a concerted effort to fund the trust in an effort to mitigate the liability from growing to an uncontrollable level. The initiation investment was \$516,446 and since that time, the District has contributed an additional \$5,950,579 for a total of \$6,467,025. Because the District entered at the low point of the market, investment earnings have been unprecedented to date. Total earnings to date is \$2,922,110. This puts the PARS OPEB Trust with assets valued at \$9,161,663 as of November 30, 2019.

The demographic makeup of our plan covers 65 active employees and 47 retirees, totaling 112 as of 6/30/2018. The Actuarial Liability is \$13,807,214 with Fiduciary Net Position of \$7,496,403 for a funded ratio of 54.29% as of June 30, 2018.

GASB 75 requires that a full actuarial valuation be completed by the District every two years (last completed in June 2018). However, an off-year interim valuation is effectively required by GASB 75 as well. This was presented at the September meeting and the Board requested a presentation to provide additional information on exposure of costs to the District. In addition to this discussion, I have included our current position in our OPEB Trust.

Gary Cline, of Nicolay Consulting will be presenting and available for additional questions pertaining to GASB 75 and OPEB.

FINANCIAL CONSIDERATIONS:

None

Attachment: GASB 75 Actuarial Valuation of Postemployment Medical Benefits Measurement Date June 30, 2018 PARS OPEB Summary Pages

Calaveras County Water District OPEB Plan

**Governmental Accounting Standards Board
(GASB) Statement 75**

Actuarial Valuation Date: June 30, 2017

Measurement Date: June 30, 2018

Fiscal Year End: June 30, 2019

Revised

August 29, 2019

August 29, 2019

OPEB CONSULTANTS AND ACTUARIES
530 BUSH STREET, SUITE 500
SAN FRANCISCO, CALIFORNIA 94108-3633
TEL: 415-512-5300
FAX: 415-512-5314

Mr. Michael Minkler
General Manager
Calaveras County Water District
120 Toma Court
San Andreas, California 95249

Re: Calaveras County Water District GASB 75 Report for FYE June 30, 2019

Dear Mr. Minkler,

Calaveras County Water District (the "District") has retained Nicolay Consulting Group to complete this valuation of the District's postemployment medical program (the "Plan") as of June 30, 2018 measurement date compliant under Governmental Accounting Standards Board (GASB) Statement 75. *This report was revised to correct benefit payments from \$492,461 to \$534,668.*

The purpose of this valuation is to determine the value of the expected postretirement benefits for current and future retirees and the Net OPEB Liability and OPEB Benefit Cost for the fiscal year ending June 30, 2019. The amounts reported herein are not necessarily appropriate for use for a different fiscal year without adjustment.

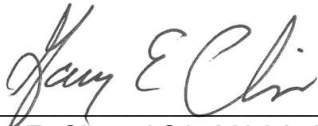
Based on the foregoing, the cost results and actuarial exhibits presented in this report were determined on a consistent and objective basis in accordance with applicable Actuarial Standards of Practice and generally accepted actuarial procedures. We believe they fully and fairly disclose the actuarial position of the Plan based on the plan provisions, employee and plan cost data submitted.

The actuarial calculations were completed under the supervision of Gary Cline, ASA, MAAA, FCA, Enrolled Actuary. A member of the American Academy of Actuaries whom meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in the actuarial valuation is complete and accurate. In our opinion, assumptions as approved by the plan sponsor are reasonably related to the experience of and expectations for the Plan.

We would be pleased to answer any questions on the material contained in this report or to provide explanation or further detail as may be appropriate.

Respectfully submitted,

NICOLAY CONSULTING GROUP



Gary E. Cline, ASA, MAAA, FCA, EA
Vice President & Chief Operating Officer

Table of Contents

Section	Page
I. Management Summary	
A) Highlights	1
B) Gap Analysis	2
C) 10-Year Projection of Employer’s Benefit Payments	3
D) Breakdown of Explicit and Implicit Liabilities.....	4
E) Funding Progress	5
II. GASB 75 Exhibits	
A) Schedule of Changes in Net OPEB Liability (Exhibit 1)	6
B) Summary of Changes in Net OPEB Liability (Exhibit 2).....	7
C) Derivation of Significant Actuarial Assumptions	8
D) Sensitivity Analysis (Exhibit 3)	9
E) Schedule of OPEB Expense (Exhibit 4)	10
F) Interest on the Total OPEB Liability (Exhibit 5)	11
G) Earnings on Plan Fiduciary Net Position (Exhibit 6)	12
H) Schedule of Contributions (Exhibit 7)	13
I) Deferred Inflows/Outflows of Resources (Exhibit 8)	14
J) Schedule of Deferred Inflows/Outflows of Resources (Exhibit 9)	15
K) Reconciliation of the Net Position (Exhibit 10)	16
III. Data	
A) Summary of Demographic Information	17
B) Distribution of Participants by Age and Service.....	18

Table of Contents

Section	Page
IV. Plan Provision Summary	
A) Plan Description	19
V Actuarial Assumptions, Methods, and Considerations	
A) Actuarial Assumptions	21
B) Actuarial Methods	25
C) Actuarial Considerations	26
VI. Glossary	
A) Key Terms	28

Section I Management Summary

A) Highlights

Summary of Key Valuation Results

	2018	2017
Disclosure elements as of measurement period ending June 30:		
<u>Present Value of Future Benefits:</u>		
Active	\$10,308,517	\$9,634,127
Retiree	6,223,695	6,345,937
Total	\$16,532,212	\$15,980,064
<u>Actuarial Accrued Liability or Total OPEB Liability (TOL)</u>		
Active	\$7,583,519	\$6,731,369
Retiree	6,223,695	6,345,937
Total	\$13,807,214	\$13,077,306
Plan Fiduciary Net Position (i.e Fair Value of Assets)	7,496,403	6,414,366
Net OPEB Liability (NOL)	\$6,310,811	\$6,662,940
Plan Fiduciary Net Position as a percentage of the TOL	54%	49%
Aggregate OPEB Expense (Exhibit 4)	\$799,000	\$804,955
Covered Payroll	\$5,379,181	N/A
Schedule of contributions for measurement period ending June 30:		
Actuarially determined contributions (Exhibit 7)	\$854,848	\$746,759
Actual contributions ⁽¹⁾	1,228,844	1,156,609
Contribution deficiency/(excess)	(\$373,996)	(\$409,850)
Employer's Share of Benefit Payments	\$534,668	\$544,601
Demographic data for measurement period ending June 30⁽²⁾:		
Number of active members	65	65
Number of retired members and beneficiaries	47	47
Inactive Participants with deferred benefits	0	0
Total Participants	112	112
Key assumptions as of the Measurement Date:		
Discount rate	7.00%	7.00%
<u>Initial Trend Rate</u>		
Pre-65	8.40%	8.40%
Post-65	5.00%	5.00%
Ultimate Rate	5.00%	5.00%
Year Ultimate Rate is Reached	2033	2033

⁽¹⁾ Includes payments to trust and amounts paid directly by the plan sponsor

⁽²⁾ Census data as of June 30, 2017 is used in the measurement of the TOL as of June 30, 2018. See Section III for additional details on the demographic data.

Section I Management Summary

B) Gap Analysis

The Total OPEB Liability has increased \$729,908 from \$13,077,306 as of June 30, 2017 to \$13,807,214 as of June 30, 2018. This increase is primarily due to expected benefits earned and interest on the total OPEB liability, offset by the expected benefit payments during the year.

Interim Valuation

This report presents liabilities as of the measurement date that are based on an interim valuation.

GASB 75 allows plan sponsors to perform valuations biennially, meaning the results for a valuation can be rolled forward to up to two GASB 75 measurement dates. The valuation date can precede a GASB 75 measurement date as long as the results would not be materially different had an updated census been collected as of the measurement date. Therefore, if the District has had a significant shift in participant demographics between the valuation date and a GASB 75 measurement date, an updated census must be collected and a full valuation performed.

When a full valuation is performed the inputs to the valuation (participant census, plan provisions, assets, and actuarial assumptions and methods) are reviewed and updated.

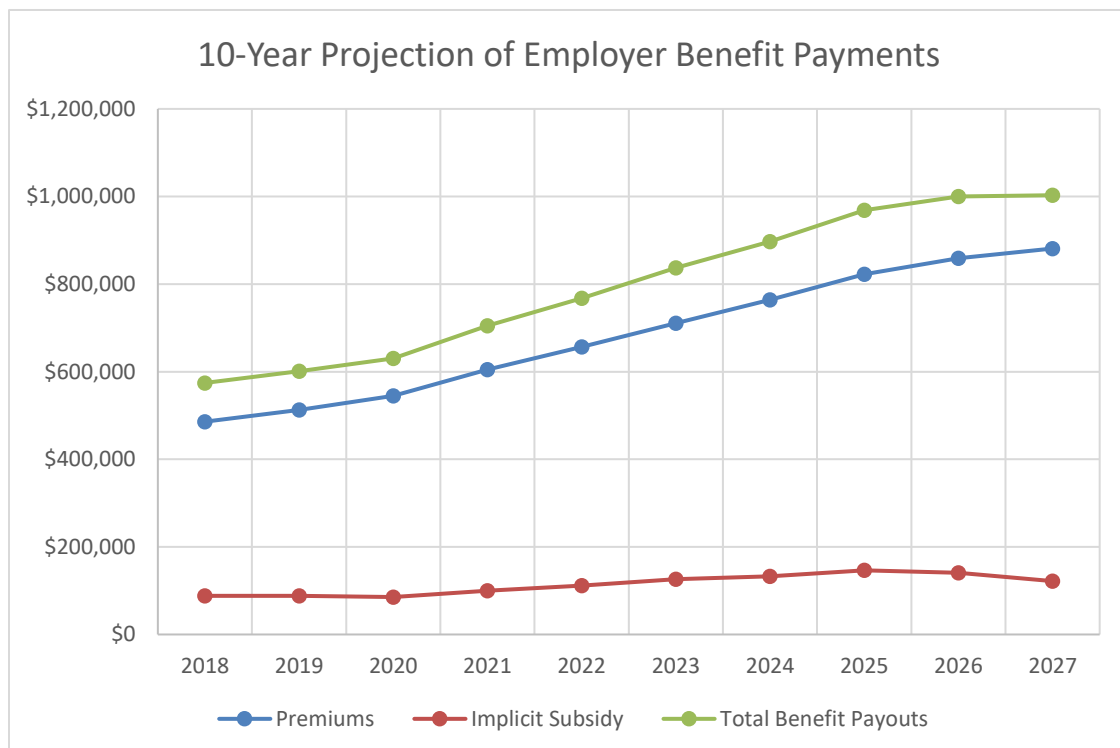
When an interim valuation is performed, both the census data and the assumptions and methods do not need to be updated. What does need to be updated in an interim valuation are assets, plan provision changes materially impacting the results, and the discount rate to the extent that it is based on a yield or index rate for a 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Section I Management Summary

C) 10-Year Projection of Employer's Benefit Payments

In this table we show the projected pay-as-you-go costs (employer's share of premiums), the implicit subsidy, and total expected benefit payments. The implicit subsidy reflects the shortfall of premiums versus the true cost of coverage. The shortfall exists because claims for active employees are combined with claims of retirees (who generally are older and cost more) to develop a single flat premium paid by both groups.

Plan Year Beginning 7/1	Employer's Share of Premiums	Implicit Subsidy	Total
2018	\$485,823	\$88,474	\$574,297
2019	\$512,494	\$88,447	\$600,941
2020	\$544,637	\$85,435	\$630,072
2021	\$605,008	\$99,526	\$704,534
2022	\$656,609	\$111,288	\$767,897
2023	\$710,863	\$126,074	\$836,937
2024	\$764,379	\$132,510	\$896,889
2025	\$822,511	\$146,388	\$968,899
2026	\$859,284	\$140,611	\$999,895
2027	\$881,177	\$121,711	\$1,002,888



Section I Management Summary

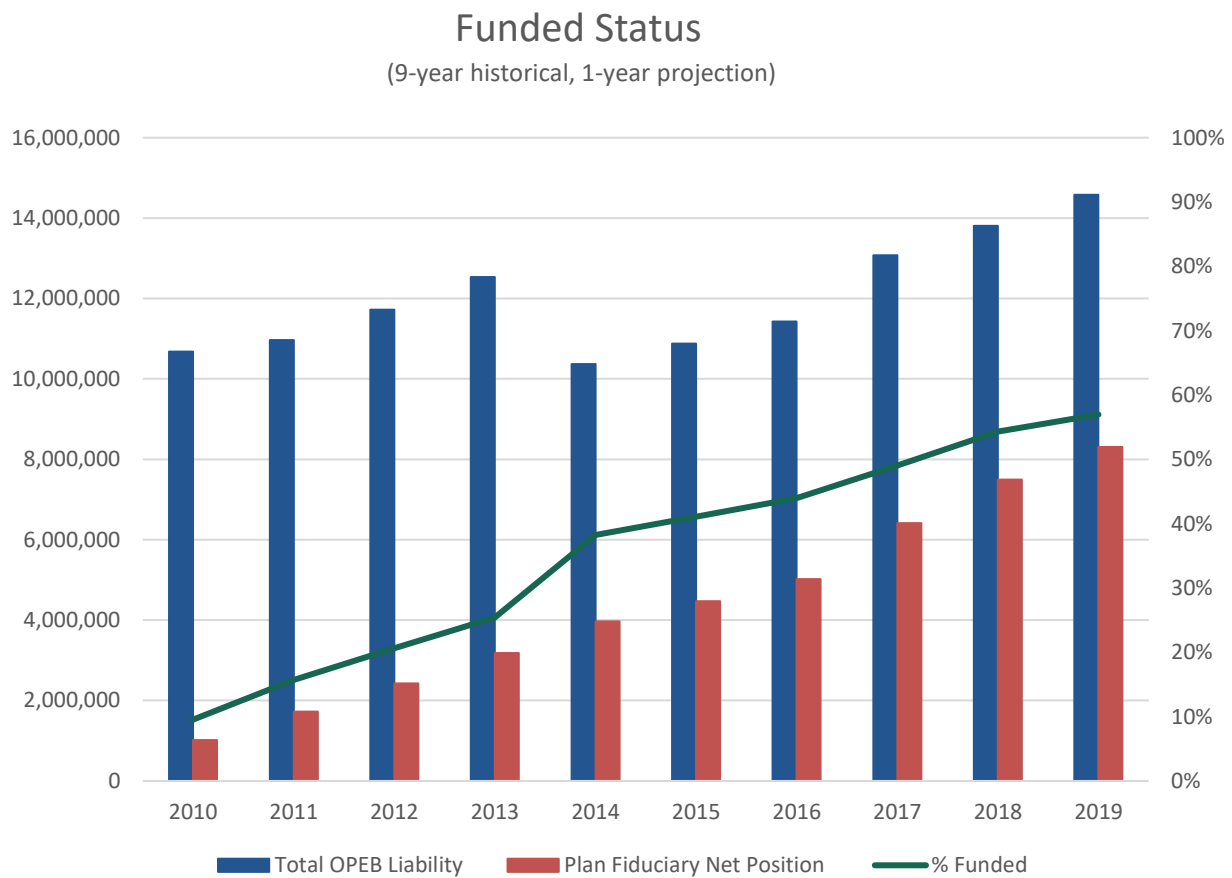
D) Breakdown of Explicit and Implicit Liabilities

	Explicit	Implicit	Total
Present Value of Future Benefits			
Actives	\$8,717,225	\$1,591,292	\$10,308,517
Retirees	<u>5,548,449</u>	<u>675,246</u>	<u>6,223,695</u>
Total	\$14,265,674	\$2,266,538	\$16,532,212
Actuarial Accrued Liability			
Actives	\$6,436,015	\$1,147,504	\$7,583,519
Retirees	<u>5,548,449</u>	<u>675,246</u>	<u>6,223,695</u>
Total	\$11,984,464	\$1,822,750	\$13,807,214
Normal Cost	\$315,707	\$58,127	\$373,834

Section I Management Summary

E) Funding Progress

Below is an illustration of the funded status of the Plan for the past 9 years, and a projection of the next year looking forward:



Section II GASB 75 Exhibits

A) Schedule of Changes in Net OPEB Liability (Exhibit 1)

	2018	2017
<u>Total OPEB Liability</u>		
Service cost	\$356,032	\$339,078
Interest	921,936	873,639
Change of benefit terms	0	0
Differences between expected and actual experience	(13,392)	0
Changes of assumptions	0	0
Benefit payments ⁽¹⁾	<u>(534,668)</u>	<u>(544,601)</u>
Net change in Total OPEB Liability	\$729,908	\$668,117
Total OPEB Liability – beginning (a)	\$13,077,306	\$12,409,189
Total OPEB Liability – ending (b)	\$13,807,214	\$13,077,306
<u>Plan Fiduciary Net Position</u>		
Contributions – employer	\$1,228,844	\$1,156,609
Contributions – employee	0	0
Net investment income	405,162	211,577
Benefit payments ⁽¹⁾	(534,668)	(544,601)
Administrative expense	(17,301)	(15,813)
Other	<u>0</u>	<u>0</u>
Net change in Plan Fiduciary Net Position	\$1,082,037	\$1,161,102
Plan Fiduciary Net Position – beginning (c)	\$6,414,366	\$5,253,264
Plan Fiduciary Net Position – ending (d)	\$7,496,403	\$6,414,366
Net OPEB Liability - beginning (a) – (c)	\$6,662,940	\$7,155,925
Net OPEB Liability – ending (b) – (d)	\$6,310,811	\$6,662,940
Plan Fiduciary Net Position as a percentage of the TOL	54%	49%
Covered employee payroll⁽²⁾	\$5,379,181	N/A
NOL as percentage of covered employee payroll⁽²⁾	117%	N/A

¹ including refunds of employee contributions

² Covered payroll not available

Section II GASB 75 Exhibits

B) Summary of Changes in Net OPEB Liability (Exhibit 2)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Measurement as of June 30, 2017:	\$13,077,306	\$6,414,366	\$6,662,940
Recognized Changes Resulting from:			
▪ Service cost	356,032	-	356,032
▪ Interest	921,936	-	921,936
▪ Diff. between expected and actual experience	(13,392)	-	(13,392)
▪ Changes of assumptions	-	-	-
▪ Net investment income	-	405,162	(405,162)
▪ Benefit payments ⁽¹⁾	(534,668)	(534,668)	-
▪ Contributions – employer	-	1,228,844	(1,228,844)
▪ Contributions – employee	-	-	-
▪ Administrative expense	-	(17,301)	17,301
▪ Change of benefit terms	-	-	-
Net Changes	\$729,908	\$1,082,037	(\$352,129)
Measurement as of June 30, 2018:	\$13,807,214	\$7,496,403	\$6,310,811

¹ including refunds of employee contributions

Section II GASB 75 Exhibits

C) Derivation of Significant Actuarial Assumptions

Long-term Expected Rate of Return – As of June 30, 2018, the long-term expected rates of return for each major investment class in the Plan’s portfolio are as follows:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return ¹
Equity	48.25%	5.65%
Fixed Income	45.00%	1.39%
REITs	1.75%	5.06%
Cash	5.00%	0.00%

¹JPMorgan arithmetic Long Term Capital Market assumptions and expected inflation of 2.26%.

The above table shows the target asset allocation in the PARS Moderate investment policy.

Discount rate – The discount rate is based on a blend of the long-term expected rate of return on assets for benefits covered by plan assets and a yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or better for benefits not covered by plan assets.

Above are the arithmetic long-term expected real rates of return by asset class for the next 10 years as provided in a report by JP Morgan. For years thereafter, returns were based on historical average index real returns over the last 30 years assuming a similar equity/fixed investment mix and a 2.26% inflation rate. Investment expenses were assumed to be 10 basis points per year. These returns were matched with cash flows for benefits covered by plan assets and the Bond Buyer 20-Bond General Obligation index was matched with cash flows not covered by plan assets to measure the reasonableness of the choice in discount rate.

	June 30, 2018	June 30, 2017
Discount Rate	7.00%	7.00%
Bond Buyer 20-Bond GO Index	3.87%	3.58%

Section II GASB 75 Exhibits

D) Sensitivity Analysis (Exhibit 3)

Sensitivity of the Net OPEB Liability to changes in the discount rate – The following presents the District’s Net OPEB Liability if it were calculated using a discount rate that is 1% point lower (6.00%) or 1% point higher (8.00%) than the current rate:

Sensitivity of the Net OPEB Liability to changes in the Trend rate – The following presents the District’s Net OPEB Liability if it were calculated using a trend table that has rates that are 1% point lower or 1% point higher than the current set of rates:

Net OPEB Liability as of the June 30, 2018 measurement date: \$6,310,811

Sensitivity Analysis:

	NOL(A)	\$ Change	%Change
Discount Rate			
+1%	\$4,711,108	(\$1,599,703)	(25%)
Base	\$6,310,811	-	-
-1%	\$8,259,206	\$1,948,395	31%
Trend Rate			
+1%	\$8,125,809	\$1,814,998	29%
Base	\$6,310,811	-	-
-1%	\$4,703,425	(\$1,607,386)	(25%)

Section II GASB 75 Exhibits

E) Schedule of OPEB Expense (Exhibit 4)

Measurement Period Ending:	June 30, 2018	June 30, 2017
Components of OPEB Expense:		
Service Cost	\$356,032	\$339,078
Interest on the Total OPEB Liability (Exhibit 5)	921,936	873,639
Projected Earnings on OPEB Plan Investments (Exhibit 6)	(472,296)	(388,242)
Employee Contributions	0	0
Administrative Expense	17,301	15,813
Changes on Benefit Terms	0	0
Recognition of Deferred Resources Due to:		
▪ Changes of Assumptions	0	0
▪ Differences between Expected and Actual Experience	(2,067)	0
▪ Differences Between Projected Actual Earnings on Assets	(21,906)	(35,333)
Aggregate OPEB Expense	<u>\$799,000</u>	<u>\$804,955</u>

Section II GASB 75 Exhibits

F) Interest on the Total OPEB Liability (Exhibit 5)

	Amount for Period a	Portion of Period b	Interest Rate c	Interest on the Total OPEB Liability a*b*c
Beginning Total OPEB Liability	\$13,077,306	100%	7.00%	\$915,411
Service Cost	\$356,032	100%	7.00%	24,922
Benefit payments*	(\$534,668)	50%	7.00%	<u>(18,397)</u>
Total Interest on the TOL				\$921,936

* including refunds of employee contribution

Section II GASB 75 Exhibits

G) Earnings on Plan Fiduciary Net Position (Exhibit 6)

Total Projected Earnings	Amount for Period a	Portion of Period b	Projected Rate of Return c	Projected Earnings a*b*c
Beginning Plan Fiduciary Net Position	\$6,414,366	100%	7.00%	\$449,006
Employer Contributions	\$1,228,844	50%	7.00%	42,282
Employee Contributions	\$0	50%	7.00%	0
Benefits payments*	(\$534,668)	50%	7.00%	(18,397)
Administrative Expense and Other	(\$17,301)	50%	7.00%	(595)
Total Projected Earnings				\$472,296

* including refunds of employee contribution

Comparison of Projected and Actual Earnings On Investments

Total Projected Earnings	\$472,296
Actual Net Investment Income	<u>405,162</u>
Difference Between Projected and Actual Earnings on Assets	\$67,134

Section II GASB 75 Exhibits

H) Schedule of Contributions¹ (Exhibit 7)

Measurement Period Ending:	June 30, 2018	June 30, 2017
Actuarially Determined Contribution ²	\$854,848	\$746,759
Contributions to the Trust	\$694,176	\$612,008
Pay-go Payments by Employer Unreimbursed by the Trust	534,668	544,601
Active Implicit Rate Subsidy Transferred to OPEB	0	0
Total OPEB Contributions ¹	\$1,228,844	\$1,156,609
Covered-employee payroll ³	\$5,379,181	N/A
Contributions as a percentage of covered-employee payroll ³	23%	N/A

¹ ADC and Contributions are for the measurement period July 1, 2017 to June 30, 2018.

² Employers setting a discount rate based on the assumption that assets will be sufficient to cover all future benefit payments under the plan are assumed to annually make contributions equal to the actuarially determined contribution. Annual contributions made that are substantially less than the ADC would require additional support for use of a discount rate equal to the long-term expected return on trust assets.

³ Covered-Employee Payroll represented above is based on covered-employee payroll provided by the employer. GASB 75 defines covered-employee payroll as the total payroll of employees that are provided benefits through the OPEB plan. Accordingly, if OPEB covered-employee payroll shown above is different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Section II GASB 75 Exhibits

I) Deferred Inflows/Outflows of Resources (Exhibit 8)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Unrecognized Deferred Resources due to:		
▪ Differences between expected and actual experience	\$0	\$11,325
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	0	52,292
Contribution to OPEB plan after measurement date ¹	<u>0</u>	<u>0</u>
Total	\$0	\$63,617

¹ To be determined as of the fiscal year ending 2019

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended June 30	Recognized Deferred Outflows/(Inflows) of Resources
2020	(\$23,973)
2021	(23,973)
2022	(23,973)
2023	11,359
2024	(2,067)
Thereafter	<u>(990)</u>
Total Deferred Resources:	(\$63,617)

Section II GASB 75 Exhibits

J) Schedule of Deferred Inflows/Outflows of Resources (Exhibit 9)

Fiscal Year Established	Initial Amount	Initial Years	Years Left	Amount Recognize In FY 2019	Balances as of 06/30/19 of Deferred	
					Outflows	Inflows
Difference Between Expected and Actual Plan Experience						
2018	\$0	6.800	4.800	\$0	\$0	\$0
2019	<u>(13,392)</u>	6.478	5.478	<u>(2,067)</u>	<u>0</u>	<u>(11,325)</u>
Total	<u>(\$13,392)</u>			<u>(\$2,067)</u>	<u>\$0</u>	<u>(\$11,325)</u>
Change in Assumptions						
2018	\$0	6.800	4.800	\$0	\$0	\$0
2019	<u>0</u>	6.478	5.478	<u>0</u>	<u>0</u>	<u>0</u>
Total	<u>\$0</u>			<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net Difference Between Projected and Actual Earnings On Investments						
2018	(\$176,665)	5.000	3.000	(\$35,333)	\$0	(\$105,999)
2019	<u>67,134</u>	5.000	4.000	<u>13,427</u>	<u>53,707</u>	<u>0</u>
Total	<u>(\$109,531)</u>			<u>(\$21,906)</u>	<u>\$53,707</u>	<u>(\$105,999)</u>
Totals:				<u>(\$23,973)</u>	<u>\$53,707</u>	<u>(\$117,324)</u>

Section II GASB 75 Exhibits

K) Reconciliation of the Net Position (Exhibit 10)

Measurement as of:	June 30, 2018	June 30, 2017
Total OPEB Liability (TOL)	\$13,807,214	\$13,077,306
Plan Fiduciary Net Position (PFNP)	<u>7,496,403</u>	<u>6,414,366</u>
Net OPEB Liability (NOL)	\$6,310,811	\$6,662,940
Deferred Inflows of resources (CR):		
▪ Differences between expected and actual experience	11,325	0
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	52,292	141,332
Deferred Outflows of resources (DR):		
▪ Differences between expected and actual experience	0	0
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	0	0
▪ Est. contributions post measurement date ¹	<u>0</u>	<u>0</u>
Net Position	\$6,374,428	\$6,804,272

¹ Actual post-measurement date contributions should be reported in the financial disclosures

Reconciliation of Net Position

Net Position at June 30, 2017 ¹	\$6,804,272
Aggregate OPEB Expense	799,000
Total OPEB Contributions	<u>(1,228,844)</u>
Net Position at June 30, 2018 ¹	\$6,374,428

¹ Does not reflect post-measurement date contributions

Our GASB 75 reports do not include post-measurement contributions. However, they should be included as a deferred outflow in the employer's financial statements.

Section III Data

A) Summary of Demographic Information

The participant data used in the valuation was provided by the District as of June 30, 2017. It is assumed that this data is representative of the population as of June 30, 2018. While the participant data was checked for reasonableness, the data was not audited. The valuation results presented in this report are dependent upon the accuracy of the participant data provided. The table below presents a summary of the basic participant information for the active and retired participants covered under the terms of the Plan.

	2018
<u>Actives</u>	
Counts	
▪ Total	65
Averages	
▪ Age	46.7
▪ Service	9.5
<u>Retirees</u>	
Counts	
▪ Under age 65	16
▪ Age 65 and over	<u>31</u>
▪ Total	47
Averages	
▪ Age	68.2
▪ Age at Retirement	57.2
▪ Service at Retirement	14.6
Inactive Participants with deferred benefits	0
Total Participants	112
<u>Covered Dependents of Retirees</u>	
Counts	
▪ Spouses / Domestic Partners	38
▪ Children	<u>0</u>
▪ Total	38
Total Participants and Dependents	150

Section III Data

B) Distribution of Participants by Age and Service

Distribution of Service Groups by Age Groups

Age Group	Retired* Participants	Active Participant – Years of Service						Total
		0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+	
< 25	0	1	0	0	0	0	0	1
25 - 29	0	0	0	0	0	0	0	0
30 - 34	0	4	1	2	0	0	0	7
35 - 39	0	3	4	3	1	0	0	11
40 - 44	0	3	4	3	1	0	0	11
45 - 49	0	2	0	3	0	0	1	6
50 - 54	1	1	2	3	1	2	0	9
55 - 59	3	1	4	3	2	2	0	12
60 - 64	10	0	3	1	1	0	0	5
65 - 69	14	0	1	2	0	0	0	3
> 70	19	0	0	0	0	0	0	0
Total	47	15	19	20	6	4	1	65

* Retired participants include retirees, disabled participants, and surviving family members. Does not include covered dependents.

Section IV Plan Provision Summary

A) Plan Description

Eligibility Requirements and Plan Description

Employees who retire from the District with a minimum of 5 years of District service and a minimum of 10 years of California PERS service are eligible for lifetime retiree, spouse and surviving spouse medical benefits according to the following schedule:

Years of Service	Percent of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

This vesting schedule does not apply to active employees hired prior to August 1, 2001, nor does it apply to most current retirees.

In addition, postemployment benefits are provided to a closed group of retired Board members. Current Board members are not eligible for District provided postemployment benefits.

The District also provides postemployment dental and vision benefits to current retirees and eligible employees who were hired prior to January 1, 2008. We assumed that the District contributes 100% of the cost of this coverage.

Benefit Cap

For retirees not subject to the vesting schedule the District's contribution is capped at 100% of the CalPERS PERS Choice "Other Northern California" Basic premium rates. Retirees who are subject to the vesting schedule shown above receive a benefit that is calculated on the retirees eligible years of service and the weighted average as determined by CalPERS, per GC 22893.

The District's contribution toward the cost of dependent coverage is also capped at 100% of the CalPERS PERS Choice "Other Northern California" Basic premium rate for dependent coverage for retirees not on the vesting schedule. Dependents of those retirees who are subject to the vesting schedule shown above receive a benefit that is based off the weighted average per GC 22893 and on the retirees years of service with the District and their overall service in the CalPERS system.

Section IV Plan Provision Summary

A) Plan Description (continued)

The District Cap does not reduce when a retiree reaches age 65. Retirees who elect a more expensive plan must contribute the difference in cost between the amount the District contributes and the full premium cost.

Below are monthly premium rates for 2017 and 2018:

Pre-Medicare Premiums	Per retiree or spouse	2017	2018
	PERS Choice (Other Northern California)	\$820.38	\$813.96
	PERS Choice (Sacramento)	\$723.47	\$735.38
	PERS Choice (Bay Area)	\$830.30	\$830.30
	PERS Choice (Out of State)	\$657.61	\$661.45
	PERS Care	\$812.40	\$797.61
Medicare Premiums	Per retiree or spouse	2017	2018
	PERS Choice	\$353.63	\$345.97
	PERS Care	\$389.76	\$382.30
Dental	Per retiree or spouse	2017	2018
	Employee Only	\$33.72	\$33.72
	Employee + 1	\$65.20	\$65.20
	Employee + Family	\$106.12	\$106.12
Vision	Per retiree or spouse	2017	2018
	Composite per employee	\$18.56	\$18.56

Plan Provision Changes

There have been no plan amendments since the last measurement date.

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions

Discount Rate	7.00%, based on the PARS Moderate investment policy.
Net Investment Return	7.00%, based on the PARS Moderate investment policy.
Inflation	We assumed 2.26% annual inflation.
Payroll increases	3.25% annual increases.
Administrative Expenses	We assumed that the administrative expense were \$17,301 for the measurement period ending June 30, 2018.

Health Care Trend	Year Beginning	Increase in Premium Rates	
		Pre-65	Post-65
	2019	8.40%	5.00%
	2020	8.15%	5.00%
	2021	7.90%	5.00%
	2022	7.65%	5.00%
	2023	7.40%	5.00%
	2024	7.15%	5.00%
	2025	6.90%	5.00%
	2026	6.65%	5.00%
	2027	6.40%	5.00%
	2028	6.15%	5.00%
	2029	5.90%	5.00%
	2030	5.65%	5.00%
	2031	5.40%	5.00%
2032	5.15%	5.00%	
2033 and later	5.00%	5.00%	

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Plan Distribution for Calculating Baseline Cost	Plan	Pre-Medicare	Post-Medicare
	PERS Choice	93%	94%
	PERS Care	7%	3%
	PERS Select	<u>0%</u>	<u>3%</u>
	Total	100%	100%
Average Per Capita Claims Cost (Baseline Cost)	Pre-Medicare: \$9,447 per year Post-Medicare: \$4,211 per year		
Health Plan Participation	We assumed that 100% of eligible participants will participate.		
Medicare Coverage	We assumed that all future retirees will be eligible for Medicare when they reach age 65.		
Morbidity Factors	CalPERS 2013 study		
Population for Curving	CalPERS 2013 study		
Age-Weighted Claims Costs ¹	Age	Male	Female
	50	\$7,891	\$9,553
	55	\$10,640	\$10,938
	60	\$13,210	\$12,079
	65	\$4,271	\$4,729
	70	\$3,667	\$3,619
	75	\$4,298	\$4,184
	80	\$4,842	\$4,661
85	\$5,077	\$4,905	

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Mortality* The mortality rates used in this valuation are those used in the most recent CalPERS valuations.

Pre-Retirement: CalPERS 2014 Mortality pre-retirement

Post-Retirement: CalPERS 2014 Mortality post-retirement

Age	Sample Mortality Rates		Retired Employees	
	Active Employees Male	Active Employees Female	Male	Female
55	0.23%	0.14%	0.60%	0.42%
60	0.31%	0.18%	0.71%	0.44%
65	0.40%	0.26%	0.83%	0.59%
70	0.52%	0.37%	1.31%	0.99%
75	0.71%	0.53%	2.21%	1.72%
80	0.99%	0.81%	3.90%	2.90%
85	0.00%	0.00%	6.97%	5.24%
90	0.00%	0.00%	12.97%	9.89%

Disability Because of the anticipated low incidence of disability retirements we did not value disability.

Percent Married 80% of future retirees were assumed to cover spouses at retirement.

Participation We assumed 100% of retirees will participate upon retirement.

* Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Retirement*

We used the retirement rates that were used in the most recent CalPERS Public Agency Miscellaneous 2% @ 55 for actives hired before January 1, 2013, and 2% @ 62 for actives hired on or after January 1, 2013.

2.7% @ 55

Age	Years of Service				
	5	10	15	20	25
50	0.4%	0.9%	1.4%	3.5%	5.5%
55	7.6%	10.1%	12.5%	16.5%	20.5%
60	6.9%	9.3%	11.6%	15.4%	19.2%
65	13.4%	17.4%	21.5%	27.0%	32.6%
70	14.1%	18.3%	22.6%	28.3%	34.1%
75	100.0%	100.0%	100.0%	100.0%	100.0%

2% @ 62

Age	Years of Service				
	5	10	15	20	25
50	0.0%	0.0%	0.0%	0.0%	0.0%
55	4.4%	5.6%	6.8%	8.0%	9.2%
60	6.2%	7.8%	9.5%	11.2%	12.9%
65	12.9%	16.4%	19.9%	23.4%	26.9%
70	12.5%	16.0%	19.4%	22.8%	26.2%
75	100.0%	100.0%	100.0%	100.0%	100.0%

Withdrawal *

We selected withdrawal rates that were used in the most recent CalPERS Public Agency Miscellaneous valuations.

Age	Years of Service				
	0	5	10	15	20
25	16.7%	8.7%	7.5%	0.0%	0.0%
30	16.1%	7.9%	6.7%	5.8%	0.0%
35	15.4%	7.1%	5.9%	5.0%	4.5%
40	14.7%	6.3%	5.1%	4.2%	3.7%
45	14.0%	5.5%	4.3%	3.5%	2.9%
50	13.3%	1.2%	0.7%	0.3%	0.2%

* Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

Assumption Changes

There have been no assumption changes since the last measurement date.

Section V Actuarial Assumption, Methods, & Considerations

B) Actuarial Methods

Actuarial Cost Method	Entry Age Normal <p>An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.</p>
Amortization Methodology	We used straight-line amortization. For assumption changes and experience gains/losses, we assumed Average Future Working Lifetime, averages over all actives and retirees (retirees are assumed to have no future working years). For asset gains and losses, we assumed 5 years.
Financial and Census Data	The District provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness, but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate, and knows of no further information that is essential to the preparation of the actuarial valuation.
Plan Fiduciary Net Position	Market value of assets as of the measurement date
Measurement Date	June 30, 2018
Valuation Date	June 30, 2017. Results have been rolled forward (an actuarial adjustment) to June 30, 2018.
Funding Policy	The District intends to contribute annually the full ADC to PARS trust plus pay-as-you-go retiree benefit payments.

Section V Actuarial Assumption, Methods, & Considerations

C) Actuarial Considerations

Health Care Reform

Health care delivery is going through an evolution due to enactment of Health Care Reform. The Patient Protection and Affordable Care Act (PPACA), was signed March 23, 2010, with further changes enacted by the Health Care and Education Affordability Reconciliation Act (HCEARA), signed March 30, 2010. This valuation uses various assumptions that may have been modified based on considerations under PPACA. This section discusses particular legislative changes that were reflected in our assumptions. We have not identified any other specific provision of PPACA that would be expected to have a significant impact on the measured obligation. As additional guidance on the Act continues to be issued, we'll continue to monitor impacts.

Individual Mandate

Under PPACA, individuals (whether actively employed or otherwise) must be covered by health insurance or else pay a penalty tax to the government. While it is not anticipated that the Act will result in universal coverage, it has increased the overall portion of the population with coverage. We believe this will result in an increased demand on health care providers, resulting in higher trend for medical services for non-Medicare eligible retirees. (Medicare costs are constrained by Medicare payment mechanisms already in place, plus additional reforms added by PPACA and HCEARA.) The penalty tax was eliminated effective January 1, 2019 and this has effectively eliminated the individual mandate. The CBO estimates the impact this will have in 2019 is a decrease of enrollees of 2% of all insureds (18% of enrollees in the individual market) and expects this to grow to 5% (28%) by 2027.

Employer Mandate

Health Care Reform includes various provisions mandating employer coverage for active employees, with penalties for non-compliance. Those provisions do not directly apply to the postemployment coverage included in this valuation.

Section V Actuarial Assumption, Methods, & Considerations

C) Actuarial Considerations (continued)

Medicare Advantage Plans	Effective January 1, 2011, the Law provides for reductions to the amounts that would be provided to Medicare Advantage plans starting in 2011. We considered the effect of these reductions in federal payments to Medicare Advantage plans when setting our trend assumption.
Expansion of Child Coverage to Age 26	Health Care Reform mandates that coverage be offered to any child, dependent or not, through age 26, consistent with coverage for any other dependent. We assume that this change has been reflected in current premium rates. While this plan covers dependents, we do not currently assume non-spouse dependent coverage other than for firefighters. We believe the impact this assumption has on the valuation is immaterial due to the lack of retirees that have had or are expected to have non-spouse dependents for any significant amount of time during retirement.
Elimination of Annual or Lifetime Maximums	Health Care Reform provides that annual or lifetime maximums have to be eliminated for all “essential services.” We assume that current premium rates already reflect the elimination of any historic maximums.
Cadillac Tax (High Cost Plan Excise Tax)	<p>The PPACA legislation added a new High-Cost Plan Excise Tax (also known as the “Cadillac Tax”) starting in calendar year 2022. For valuation purposes, we assumed that the value of the tax will be passed back to the plan in higher premium rates.</p> <ul style="list-style-type: none">• The tax is 40% of the excess of (a) the cost of coverage over (b) the limit. We modeled the cost of the tax by calculating (a) using the working rates projected with trend. We calculated (b) starting with the statutory limits (\$10,200 single and \$27,500 family), adjusted for the following:<ul style="list-style-type: none">○ Limits will increase from 2018 to 2019 by 4.25% (CPI plus 1%);○ Limits will increase after 2019 by 3.25% (CPI); and○ For retirees over age 55 and not on Medicare, the limit is increased by an additional dollar amount of \$1,650 for single coverage and \$3,450 for family coverage.• Based on the above assumptions, we estimate that the tax will apply as early as 2028 for some of the District’s pre-Medicare plans. In addition, we estimate that the tax will not apply for the District’s post-Medicare plans.

Section VI Glossary

A) Key Terms

Annual OPEB Expense	The amount recognized by an employer in each accounting period for contributions to a defined benefit OPEB plan on the modified accrual basis of accounting.
Deferred outflows and inflows of resources related to OPEB	Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability
Covered Payroll	Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.
Net OPEB Liability (NOL)	The liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is administered through a trust that meets the criteria of the GASB Statements.
Normal Cost or Service Cost	The portion of the Total Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably.
Other Postemployment Benefits (OPEB)	Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).
Plan Fiduciary Net Position (FNP)	Set equal to the market value of assets as of the measurement date.
Present Value of Future Benefits (PVFB)	The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability.
Total OPEB Liability (TOL)	The portion of the actuarial present value of projected benefit payments that is attributed to past period of member service in conformity with the GASB Statements. The total OPEB liability is the liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of the GASB Statements.

Agenda Item

DATE: January 8, 2020
TO: Board of Directors
FROM: Rebecca Hitchcock, Clerk to the Board
SUBJECT: Assignments to District Committees of the Board and Representatives for Joint Powers Authorities for 2020

RECOMMENDED ACTION:

The Board President shall appoint and publicly announce the members of standing committees for the ensuing year. The president may also create or eliminate any committee in her discretion at this time. The Board elects the members to serve on Joint Powers Authorities (JPAs) of which the District is a member.

SUMMARY:

Pursuant to Board of Director's Policy No. 4060, the Board President is given the discretion and responsibility to make appointments to standing and *ad hoc* committees of the Board for the ensuing year and to create or eliminate any such committees as deemed necessary or advisable by the President (see attached).

Board Committees

President Underhill appoints members of the Board to serve on committees of the Board as well as other local/regional organizations and associations of interest as listed in the attached Current Committees and Membership document.

President Underhill has elected to continue the three (3) existing standing Board committees; the Engineering, Finance, and Legal Affairs Committees.

Joint Powers Authorities

The Board must also elect members to various Joint Powers Authorities of which the District is a member. These memberships are determined by election of the full Board. The following JPA reflects information received since the last Board meeting wherein President Underhill requested each Board member submit his or her preferences for committee and JPA membership to the Board Clerk prior to this meeting and are also listed in the attached document.

Other Local and Regional Organizations

The Board representative(s) for other local and regional organizations and associations of interest (e.g., Mokelumne River Association, Mountain Counties Water Resources Association, Calaveras LAFCO, etc.) are also listed in the attached document. The listed representatives, which may include one or more members of the Board, reflect preferences received from Board members and do not require formal action of the Board.

FINANCIAL CONSIDERATIONS:

Per Policy No. 4030, compensation and expense reimbursement are provided for Board member attendance at meetings of the Board, its committees, joint powers authorities, and other authorized meetings and events. Compensation is provided in the amount of \$120 per meeting with a total of up to six (6) meetings per month per Director. The types and amount of expense reimbursement allowed, including IRS approved mileage reimbursement rates, are set in Policy 4030.

*Attachments: Board of Director's Policy No. 4060 – Committees of the Board of Directors
Proposed 2020 Committee Listing*

4060.10 The Board President shall appoint and publicly announce the members of standing committees for the ensuing year no later than the Board's regular meeting each February.

4060.10.01 The Board's standing committees are assigned to review District functions, activities, and/or operations, within the Board's authority granted by the Water Code. At the request of the Board President each standing committee shall declare and/or review its stated mission and purpose, and present any revised mission/purpose statement to the full Board, for approval.

4060.10.02 An Alternate Board member named to a standing committee shall be so designated at time of appointment. An Alternate member of a standing committee that has two other Board members assigned may not actively participate in the activities of the committee unless one of the other appointed Board members cannot attend the committee meeting.

4060.10.02 The meetings of standing committees are open to the public, and are agendized, in accordance with the requirements of the Brown Act. In accordance with the Brown Act it is understood that any Board members attending the committee who are not named as representatives to a standing committee may not participate in the discussion; the involvement of three (3) or more Board members constitutes a quorum and therefore a meeting of the full Board.

4060.20 The Board President shall appointment such *ad hoc* committees as may be deemed necessary or advisable by him/herself or the Board. The duties of the ad hoc committees shall be outlined at time of the committee's creation, and the committee shall be considered dissolved on the date established at appointment of the *ad hoc* committee by the Board President or when its final report has been made to the Board, whichever occurs first.

4060.20.01 The meetings of *ad hoc* committees may be open to the public and may be agendized, depending upon the committee's purpose. In such cases, in accordance with the Brown Act it is understood that Board members not named as representatives to a standing committee may not participate in the discussion; the involvement of three (3) or more Board members constitutes a quorum and therefore a meeting of the full Board. More typically, *ad hoc* committees shall involve such issues as do not require public notice.

4060.30 The Board, by a majority vote of the full Board, may challenge and override the President's creation of either a standing or *ad hoc* committee, or the appointment of a Committee Member to either a standing or ad hoc committee. Any such item must be agendized prior to the vote.

4060.40 A current list of committees of the Board shall be maintained at all times by the Clerk of the Board.

4060.40.01 It is understood that the first name listed of Board members appointed to any standing or ad hoc committee shall serve as the Chair of that committee.

2020 Proposed Committees and Memberships

Board Committees

Representatives for 2020 (Appointed by President Underhill)

*Engineering Committee	Dir. Davidson/Thomas (alt. Secada)
*Finance Committee	Dir. Underhill/Secada (alt. Thomas)
*Legislative / Legal Affairs Committee	Dir. Davidson/Ratterman (alt. Thomas)

Joint Power Authorities

2019 Representatives

Proposed by Membership for 2020 by President Underhill (to be voted on by Board)

The Board of Directors may approve the slate of JPA assignments President Underhill recommends or place nominations for each.

Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA)	Dir. Ratterman (alt. Michael Minkler)	Dir. Ratterman (alt. Michael Minkler)
Calaveras-Amador Mokelumne River Authority (CAMRA)	Dir. Ratterman/Underhill (alt. Secada)	Dir. Ratterman/Underhill (alt. Secada)
CCWD Public Financing Authority	All Board Members	All Board Members
Calaveras Public Power Agency	Peter Martin (alt. Michael Minkler)	Michael Minkler (alt. Rebecca Callen)
Eastern San Joaquin Groundwater Authority	Dir. Thomas	Dir. Thomas
Tuolumne-Stanislaus Integrated Regional Water Management Joint Powers Authority (T-Stan JPA)	Dir. Secada (alt. Thomas)	Dir. Secada (alt. Thomas)
Upper Mokelumne River Watershed Authority (UMRWA)	Dir. Davidson (alt. Ratterman)	Dir. Davidson (alt. Ratterman)

**Other Local and Regional Organizations
and Associations of Note**

2019 Representatives

Representatives for 2020

Calaveras County Parks and Recreation
Commission

Dir. Thomas (alt. Ratterman)

Dir. Thomas (alt. Ratterman)

Calaveras LAFCO

Dir. Ratterman/Thomas

Dir. Ratterman/Thomas

Highway 4 Corridor Working Group

Dir. Thomas/Underhill

Dir. Underhill/Thomas

Mokelumne River Association (MRA)

All Board Members

All Board Members

Mountain Counties Water Resources
Association (MCWRA)

All Board Members

All Board Members

Tuolumne-Stanislaus Integrated
Regional Water Management JPA
Watershed Advisory Committee

Peter Martin (alt. Joel Metzger)

Peter Martin (alt. Joel Metzger)

Eastern San Joaquin Groundwater
Authority – Technical Advisory Committee

Peter Martin

Peter Martin

* Standing Committees

Agenda Item

DATE: January 8, 2020

TO: Michael Minkler, General Manager

FROM: Joel Metzger, External Affairs Manager
Charles Palmer, District Engineer

SUBJECT: Information Regarding Grant Funding for the West Point and Wilseyville Wastewater Facilities Consolidation Project (CIP 15072), SWRCB Project #C-06-7850-210.

SUMMARY:

On December 11, 2019, the Calaveras County Water District (CCWD) received a draft agreement from the State Water Resources Control Board Division of Financial Assistance to accept a \$4.75 million grant to consolidate the Wilseyville and West Point wastewater treatment facilities. These communities have been designated as severely disadvantaged, which qualifies this project for 100% grant funding with no local match required. CCWD was given 30 days – until January 11, 2020 – to review and sign the agreement to accept the grant. Once the agreement is signed, CCWD has until January 1, 2024 to complete the project.

Due to the amount of time that has passed since the grant application was originally submitted, staff felt it was appropriate to provide the Board with this update prior to signing the agreement. The Board previously authorized the General Manager to sign the agreement and no further Board action is needed at this time.

BACKGROUND:

The District owns the West Point and Wilseyville wastewater treatment facilities, which are operated under waste discharge requirements (WDRs) issued by the Central Valley Regional Water Quality Control Board in 1993 and 1998, respectively. Wilseyville currently has 29 wastewater customers and West Point has 167 active service connections. Due to problems with the Wilseyville and West Point wastewater treatment facilities, the State Board has notified CCWD it would be required to update its WDRs and correct the facility deficiencies.

To address these requirements, in 2013 the District secured a \$200,000 planning grant to evaluate alternatives, define a preferred project, and prepare and submit a financial assistance application. The following year, CCWD submitted the \$4.75 million grant application which included updating its the WDRs and consolidating the Wilseyville and West Point treatment facilities. The close proximity of the two facilities makes

consolidation of these plants a feasible project to streamline operations and maintenance and reduce permitting fees by transferring sewage from Wilseyville to the nearby West Point treatment plant via a lift station and force main (see attached aerial map).

The existing West Point Wastewater Treatment Plant utilizes a recirculating sand filter treatment process and has the capacity to treat additional sewer flows from Wilseyville. However, an equalization/clarification tank is needed to pre-treat the raw sewage from Wilseyville before it enters the recirculating sand filters at the West Point plant, since the plant is intended to treat septic tank effluent and is not designed for solids loading.

Additionally, in 2010, the West Point facility was issued a notice of violation by the Central Valley Regional Water Quality Control Board (CVRWQCB) for exceeding the 100-year freeboard level in its storage ponds. To address this concern, the grant-funded project will correct problems with the existing ponds including changes to operating elevations/levels and installing synthetic liners to mitigate seepage. Other improvements include installation of a supervisory control and data acquisition (SCADA) system and construction of septage/sludge drying, handling and containment facilities. The Wilseyville pond and leach field will be rehabilitated and converted into auxiliary effluent storage and disposal facilities for the West Point Wastewater Treatment Plant.

GRANT APPLICATION HISTORY:

The CCWD Board of Directors authorized the General Manager to submit this grant application in 2014 and execute the financial assistance agreement (see attached resolutions). However, the State Board did not approve the application, because it was determined the District's sewer rate revenues were not sufficient to meet the State's financial requirements, also taking into consideration the District's debt and debt ratios. At this point, CCWD's effort to secure the grant was put on hold.

In May 2018, the District's Board of Directors approved a five-year rate plan that included annual increases to sewer rates. In June 2018, CCWD staff contacted the State Board to begin the process of resubmitting the grant application with updated financials that included the recently-approved sewer rate increases, along with the newly required Climate Change Worksheet and Debt Management Plan.

After more than a year of the CCWD grant-writing team working closely with State Board staff, all required documentation was provided and the updated grant application was approved. The formal agreement to accept the grant was provided to CCWD on December 11, 2019 (attached).

NEXT STEPS:

Once the paperwork is signed by CCWD, it will take several weeks for the State Board to execute the agreement. Once executed, the District will be cleared to begin the planning and design process. The CCWD Board will need to approve a budget adjustment so staff can begin work and properly account for all expenditures.

According to the agreement, the earliest construction could begin is March 1, 2020, and the project must be complete by January 1, 2024. District staff anticipates completing design by the end of 2020 and beginning construction by spring 2021.

FINANCIAL CONSIDERATIONS:

The State Board approved a total project budget of \$4.75 million, which includes \$425,000 for planning and design, and \$4,325,000 for construction. Since West Point is a severely disadvantaged community and eligible to receive 100% principal forgiveness, the District will not be required to pay a local match.

The District will need to allocate sufficient staff time for engineering and management of the design phase of the project over the next 9 to 12-months. For this project, it is likely that the District will issue a Request for Proposals (RFP) in order to select and retain a design firm to help prepare the design drawings and specifications. However, staff will still be significantly involved in the design process and responsible for management of the consultant contracts and schedules. Also, staff will carry the project forward through the public bidding of the project for construction. The design phase is estimated to require at least 500 hours of staff time and 2,000 hours of engineering time by consultants. Without a consultant, the design effort would require the equivalent of a full time engineering staff member's time (2,000+ hours) during the next 9 to 12-months. Also, without a consulting firm, the District would require a dedicated AutoCAD drafter to prepare the design drawings.

Attachments: *Resolution 2014-76*
 Resolution 2014-77
 Construction Grant Agreement
 West Point Wilseyville Consolidation Aerial Map

RESOLUTION NO. 2014 – 76

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**CLEAN WATER STATE REVOLVING FUND FINANCIAL ASSISTANCE
REIMBURSEMENT RESOLUTION**

WHEREAS, the CALAVERAS COUNTY WATER DISTRICT (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater systems, including certain treatment facilities, pipelines, and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by the through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditure (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT determines the following:

Section 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

Section 2. The reasonably expected maximum principal amount of the Project Funds is \$4,750,000.

Section 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

Section 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

Section 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

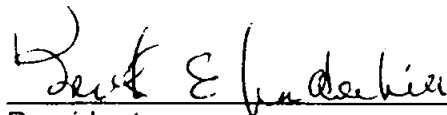
Section 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

Section 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

PASSED AND ADOPTED this 17th day of December, 2014 by the following vote:

- AYES:** Directors Davidson, Ratterman, Mills, Strange and Underhill
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

CALAVERAS COUNTY WATER DISTRICT



President
Board of Directors

ATTEST:



Mona Walker, Clerk to the Board

RESOLUTION NO. 2014 – 77

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT

AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE FINANCIAL
ASSISTANCE DOCUMENTS RELATED TO THE WEST POINT AND WILSEYVILLE
WASTEWATER FACILITIES CONSOLIDATION

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT ("Entity") hereby authorizes the General Manager (the "Authorized Representative") or designee to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the West Point and Wilseyville Wastewater Facilities Consolidation Project (the "Project"); and

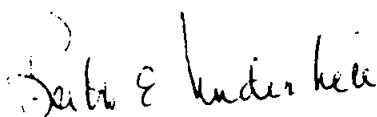
WHEREAS, this Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

THEREFORE, BE IT RESOLVED, the Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED this 17th day of December, 2014 by the following vote:

AYES: Directors Davidson, Ratterman, Mills, Strange and Underhill
NOES: None
ABSTAIN: None
ABSENT: None

CALAVERAS COUNTY WATER DISTRICT



President
Board of Directors

ATTEST:



Mona Walker, Clerk to the Board



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

December 11, 2019

Calaveras County Water District
Attn: Michael Minkler, General Manager
P.O. Box 846
San Andreas, CA 95249

Agreement Number: D1901009
Project Number: C-06-7850-210

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

If you are in agreement with all terms and conditions of the Agreement, please sign and date **two (2) signature** pages; return only the two (2 signature pages – it is not necessary to send the entire Agreement - **no later than thirty (30) calendar days from the date of this letter to:**

Overnight Mail

Koreenia Lazo
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

US Mail

Koreenia Lazo
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120

In order for the Funding Agreement to be executed by the State Water Board, the following items must also be returned with the signed signature pages:

1. Opinion of General Counsel.

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

Davis Bacon Compliance:

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

Disadvantaged Business Enterprise (DBE)

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

Ms. Lazo may be contacted at (916) 319-0807 or Koreenia.Lazo@waterboards.ca.gov

Once the Agreement is signed by both parties, we will forward an executed copy to you for your records.



CLEAN WATER

CALAVERAS COUNTY WATER DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION GRANT

WEST POINT AND WILSEYVILLE WASTEWATER TREATMENT
FACILITIES CONSOLIDATION PROJECT

PROJECT NO. C-06-7850-210
AGREEMENT NO. SWRCB0000000000D190100900

GRANT AMOUNT: \$4,750,000

ELIGIBLE WORK START DATE: NOVEMBER 12, 2014
ELIGIBLE CONSTRUCTION START DATE: MARCH 1, 2020
CONSTRUCTION COMPLETION DATE: JANUARY 1, 2024
FINAL DISBURSEMENT REQUEST DATE: MARCH 31, 2024
RECORDS RETENTION END DATE: JANUARY 1, 2060

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

AGREEMENT 1

1. AUTHORITY..... 1

2. INTENTION..... 1

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE. 1

4. PARTY CONTACTS 2

5. DEFINITIONS..... 2

EXHIBIT A – SCOPE OF WORK 7

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK..... 7

A.2. STANDARD PROJECT REQUIREMENTS..... 7

 A.2.1 Acknowledgements..... 7

 A.2.2 Reports..... 7

 A.2.2.1 Progress Reports..... 7

 A.2.2.2 Project Completion Report..... 8

 A.2.2.3 As Needed Reports..... 8

 A.2.2.4 Reserved..... 8

 A.2.3 Signage..... 8

 A.2.4 Commencement of Operations..... 9

A.3 DATES & DELIVERABLES..... 9

EXHIBIT B – FUNDING TERMS..... 10

B.1. FUNDING AMOUNTS AND DISBURSEMENTS 10

 B.1.1 Funding Contingency and Other Sources..... 10

 B.1.2 Estimated Reasonable Cost..... 10

 B.1.3 Agreement Amount..... 10

 B.1.4 Reserved..... 10

 B.1.5 Budget Costs..... 10

 B.1.6 Contingent Disbursement..... 10

 B.1.7 Disbursement Procedure..... 11

 B.1.8 Withholding of Disbursements..... 12

 B.1.9 Fraud and Misuse of Public Funds..... 13

B.2 RECIPIENT’S PAYMENT OBLIGATION 13

 B.2.1 Project Costs..... 13

 B.2.2 Estimated Principal Payment Due..... 13

B.3 RATES, FEES AND CHARGES..... 13

B.4 NO LIENS..... 14

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS 15

C.1	REPRESENTATIONS & WARRANTIES	15
C.1.1	Application and General Recipient Commitments	15
C.1.2	Authorization and Validity	15
C.1.3	No Violations	15
C.1.4	No Litigation	15
C.1.5	Property Rights	15
C.1.6	Solvency and Insurance.....	16
C.1.7	Legal Status and Eligibility	16
C.1.8	Financial Statements and Continuing Disclosure	16
C.1.9	Reserved.....	16
C.1.10	No Other Material Debt.....	16
C.1.11	Other Continuing Funding Obligations.....	16
C.2	DEFAULTS AND REMEDIES	16
C.2.1	Return of Funds; Acceleration; Additional Payments; and Cross-Defaults.	16
C.2.2	Reserved.....	17
C.2.3	Judicial remedies	17
C.2.4	Termination	17
C.2.5	Damages for Breach of Tax-Exempt Status	17
C.2.6	Reserved.....	17
C.2.7	Remedies and Limitations.....	17
C.2.8	Non-Waiver	18
C.2.9	Status Quo	18
C.3	STANDARD CONDITIONS	18
C.3.1	Access, Inspection, and Public Records.....	18
C.3.2	Accounting and Auditing Standards; Financial Management Systems; Records Retention. ...	18
C.3.3	Amendment.....	19
C.3.4	Assignability	19
C.3.5	Audit	19
C.3.6	Bonding.....	19
C.3.7	Competitive Bidding	19
C.3.8	Compliance with Applicable Laws, Rules, and Requirements.....	20
C.3.9	Computer Software	20
C.3.10	Conflict of Interest	20
C.3.11	Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. ...	20
C.3.12	Data Management	20
C.3.13	Disputes	20
C.3.14	Reserved.....	21
C.3.15	Environmental Clearance.....	21
C.3.16	Governing Law	21
C.3.17	Income Restrictions	21
C.3.18	Indemnification and State Reviews.....	22
C.3.19	Independent Actor.....	22
C.3.20	Integration	22
C.3.21	Reserved.....	22
C.3.22	No Discrimination.....	22
C.3.23	No Third Party Rights.....	23
C.3.24	No Obligation of the State.....	23
C.3.25	Notice	23
C.3.26	Operation and Maintenance; Insurance.....	25
C.3.27	Permits, Subcontracting, and Remedies	26
C.3.28	Professionals.....	26
C.3.29	Prevailing Wages	26
C.3.30	Public Funding	26

C.3.31	Recipient's Responsibility for Work.....	27
C.3.32	Related Litigation.	27
C.3.33	Rights in Data.....	27
C.3.34	State Water Board Action; Costs and Attorney Fees.....	27
C.3.35	Timeliness.....	27
C.3.36	Unenforceable Provision.....	27
C.3.37	Venue.....	27
C.3.38	Waiver and Rights of the State Water Board.....	28
C.4	MISCELLANEOUS STATE REQUIREMENTS.....	28
C.4.1	Reserved.....	28
C.4.2	State Cross-Cutters.....	28
C.4.3	Federal Requirements and Cross-Cutters.....	28
EXHIBIT D	– SPECIAL CONDITIONS.....	34

AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to

Section 79723 of the Water Code, and Resolution No. 2019-0031

(b) The Recipient is authorized to enter into this Grant Agreement (Agreement) pursuant to Authorized Rep Resolution No. 2014-77.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the wastewater construction project (Project) according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay none of the financial assistance to the State Water Board.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

i. The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.

(d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS

(e) This Agreement includes the following documents incorporated by reference:

- i. [Reserved];
- ii. the Waste Discharge Requirement Order No. 2014-0153-DWQ;
- iii. the Davis-Bacon requirements found at:
[https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2018_cwsrf-governmenta_entities_\(public\).pdf](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2018_cwsrf-governmenta_entities_(public).pdf);
- iv. [Reserved]

4. PARTY CONTACTS

State Water Board		Calaveras County Water District	
Section:	Division of Financial Assistance		
Name:	Lisbeth Anaya	Name:	Michael Minkler, General Manager
Address:	1001 I Street, 16th Floor	Address:	P.O. Box 846
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	San Andreas, CA 95249
Phone:	(916) 319-8245	Phone:	(209) 754-3101
Email:	Lisbeth.anaya@waterboards.ca.gov	Email:	michaelm@ccwd.org

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

“Cover Page” means the front page of this Agreement.

“Days” means calendar days unless otherwise expressly indicated.

“Deputy Director” means the Deputy Director of the Division.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

“Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

“Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.

“Event of Default” means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement.
- d) Failure to operate the System or the Project without the Division’s approval;
- e) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- f) The occurrence of a material breach or event of default under any System obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- g) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
- h) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- i) Loss of the Recipient’s rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient’s enterprise by a government agency or court order.

“Final Budget Approval (FBA)” means the Division-approved final budget for the Project, as set forth in Exhibit B.

“Final Disbursement Request Date” means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Guidelines" means the State Water Board's "Proposition 1 Small Community Grant Program Funding guidelines," as set forth in the Intended Use Plan in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Material Obligation" means an obligation of the Recipient that is material to this transaction.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy and Guidelines, and which are

reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Recipient” means Calaveras County Water District.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

“SRF” means the Clean Water State Revolving Fund.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

"System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Year” means calendar year unless otherwise expressly indicated.

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

CALAVERAS COUNTY WATER DISTRICT:

By: _____
Name: Michael Minkler
Title: General Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient and is intended to improve the efficiency of the West Point and Wilseyville wastewater treatment facilities through consolidation of the two plants. In addition, the consolidation of the plants will aid the Recipient to comply with anticipated upcoming permit changes (Regional Water Board Order No. WQ-2014-0153-DWQ) and reduce operation and maintenance costs for the Recipient.

(b) The Useful Life of this Project is at least thirty (30) years.

(c) Scope of Work.

The Project is considered a regionalization project. The Recipient must abandon the Wilseyville facility and convey the wastewater to the West Point treatment plant. The Recipient must upgrade the West Point plant by adding septage, sludge facilities and lining the existing storage pond. The abandoned Wilseyville facility will serve as auxiliary storage ponds. The existing Wilseyville sprayfield will continue to be used.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each disbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;

- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

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

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

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

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 Reserved

A.2.3 Signage.

- a. The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



- b. Funding for this West Point and Wilseyville Wastewater Treatment Facilities Consolidation Project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”

c. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

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

A.3 DATES & DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - i. Eligible Work Start Date
 - ii. Eligible Construction Start Date
 - iii. Completion of Construction Date
 - iv. Final Disbursement Request Date
 - v. Records Retention End Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than March 1, 2021.
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.
- (h) Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND DISBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement’s funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient’s share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is four million seven hundred fifty thousand dollars and no cents (\$4,750,000.00).

B.1.3 Agreement Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Grant Amount set forth on the Cover Page of this Agreement.

B.1.4 Reserved.

B.1.5 Budget Costs.

Budget costs are contained in the Project Cost Table below:

ITEM	DESCRIPTION	AMOUNT
1	Planning and Design	\$425,000
2	Estimated Construction Costs	\$4,325,000
TOTAL		\$4,750,000

Final Budget Approval and Project Cost Table to be updated upon amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board’s disbursement of funds hereunder is contingent on the Recipient’s compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds

necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Except as follows, construction costs and disbursements are not available until after this Agreement has been amended to incorporate FBA. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to execution of an amendment that incorporates FBA. All other construction costs are not eligible for reimbursement until after this Agreement has been amended to incorporate the FBA.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds

B.1.7 Disbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance costs as specified below from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
3. The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced below and in B.1.5. (Note that this Agreement will be amended to incorporate FBA after final budget approval.) The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to execution of an amendment that incorporates the FBA.

4. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
5. The Recipient must not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Disbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employee's names, classifications, labor rates, hours worked, and description of the tasks performed. Disbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
7. The Recipient shall not request a disbursement unless that Project Cost is allowable, reasonable, and allocable.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
9. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or

- federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
 - (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
 - (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
 - (h) An event requiring Notice as set forth in Exhibit C;
 - (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for disbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2 RECIPIENT'S PAYMENT OBLIGATION

B.2.1 Project Costs.

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

B.2.2 Estimated Principal Payment Due.

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

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public and must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except upon consent of the Division.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

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

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

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

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

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

C.1.4 No Litigation.

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

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

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

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

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

C.1.9 Reserved.

C.1.10 No Other Material Debt.

The Recipient has no Material Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;

- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 Reserved.

C.2.3 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

C.2.4 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.5 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.6 Reserved

C.2.7 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.8 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.9 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) Reserved

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Policy and Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Reserved.

C.3.22 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group

identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to Liseth.Anaya@waterboards.ca.gov, Jennifer.Toney@waterboards.a.gov and CleanWaterSRF@waterboards.ca.gov:
 - i. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or

archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov, Lisseth.Anaya@waterboards.ca.gov, Jennifer.Toney@waterboards.a.gov and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
 - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. Failure to observe or perform any covenant or comply with any condition in this Agreement.
 - vi. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
 - vii. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
 - viii. Incurrence of a System obligation or Material Obligation by the Recipient; or
 - ix. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System obligation or Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to Lisseth.Anaya@waterboards.ca.gov, Jennifer.Toney@waterboards.a.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
- i. Material defaults on Material Obligations;
 - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
 - iii. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence,
 - iv. Circulation of petition to repeal, reduce or otherwise challenge the Recipient's rates for services of the System,
 - v. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - vii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to Lisseth.Anaya@waterboards.ca.gov, Jennifer.Toney@waterboards.a.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
 - v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state
 - viii. Reserved;
 - ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
 - x. Completion of Construction of the Project, and actual Project Completion;
 - xi. The award of the prime construction contract for the Project;
 - xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

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

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses

in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens.

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

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE REQUIREMENTS

C.4.1 Reserved.

C.4.2 State Cross-Cutters.

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

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

C.4.3 Federal Requirements and Cross-Cutters.

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

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a

public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- vii. Reserved.
- viii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- ix. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- x. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- xi. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the

invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- xii. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xiii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiv. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xv. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

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

- xvi. The Recipient must comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.

- xvii. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xviii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xix. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

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

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

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

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

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

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

- xx. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in Exhibit A.
- xxi. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .
- xxii. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxiii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiv. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxvi. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvii. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

- xxviii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

- xxix. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

EXHIBIT D – SPECIAL CONDITIONS

Environmental:

1. The document identified below is incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted on March 25, 2015 for the Project. The Recipient must implement all mitigation measures therein.
2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval from the State Water Board.

REPORTING TO THE STATE WATER BOARD

1. In the Recipients Project Reports and Project Completion Report, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with all environmental measures identified in this Exhibit D, with separate sections clearly labeled with section titles, discussing the status of Recipients compliance with:
 - a. AQ-1 and AQ-2 for Air Quality;
 - b. BIO-1 through BIO-3 for Biological Resources;
 - c. ARCH-1 through ARCH-3 for Cultural Resources;
 - d. SOIL-1 for Geology and Soils;
 - e. WQ-1 fir Hydrology and Water Quality



Sandy Gulch

26

Stephen P. Teale Hwy

West Point Plant

Force Main

Storage Ponds

Storage Ponds

Mill Pond

Force Main

Wilseyville Plant

Storage Pond

Wilseyville

Sandy Gulch Rd

Highway 26

Asa Gardner Rd

Railroad Flat Rd

Wilseyville Rd

Wagon Way

Bliss St

Cypress Ave

Bar

Agenda Item

DATE: January 8, 2020

TO: Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

SUBJECT: Discussion/Action Regarding Awarding Construction Contract for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP #11098

RECOMMENDED ACTION:

Motion _____/_____ adopting Resolution No. 2020-___ awarding a Construction Contract to ERS Industrial Services, Inc. and authorizing the General Manager to execute said Contract for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP # 11098.

SUMMARY:

This project is identified in the FY 2019-20 5-Year CIP and includes rehabbing both the Micro Floc Water Filters. This work includes:

- Removal, packaging, and disposal of existing filter media
- Removal, packaging, and storage of clarifier media and screens for reuse
- Coatings - Filter Interior and Filter Exterior.
- Complete rebuild of surface wash arms with new nozzles and bearings.
- Installation of new filter media
- Installation of old Laterals
- Installation of old plastic clarifier media, and screens with new gaskets.
- Install new waste gate seals and bearings

The District prepared a scope for the project and started advertising for public bid as of November 27, 2019. Only one bid was received on the bid opening date, December 30, 2019 at 2 PM. The bid submitted by ERS Industrial Services, Inc. was \$203,470.00 for Filter #1, \$203,470.00 for Filter #2, and \$70,250.00 for optional items that may need replacement. The District budgeted for \$400,000 in FY 2019-20 CIP for one filter. For 19% more the District can rehab both filters. Staff feels very confident that even with an overage of \$77,190 of the budgeted \$400,000, the total CIP budget has room for this overage amount.

Staff recommends that the Board of Directors accept the bid submitted and award a construction contract to ERS Industrial Services, Inc. and authorize the General

Manager to execute said contract. A notice to proceed will be issued by January 10, 2020, and all work is to be completed by May 2020.

FINANCIAL CONSIDERATIONS:

Total amount is \$477,190.00

Attachments: *Resolution 2020-___ Awarding Construction Contract for the Ebbetts Pass Hunters
Water Treatment Plant Filter Rehabilitation CIP # 11098*

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS COUNTY WATER DISTRICT**

**AWARDING CONSTRUCTION CONTRACT FOR
THE EBBETTS PASS HUNTERS WATER TREATMENT PLANT FILTER
REHABILITATION CIP # 11098**

WHEREAS, upon advertising and conducting a public bid opening on December 30, 2019, the District received one bid for construction of the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation with a bid of \$477,190 submitted by ERS Industrial Services, Inc.; and

WHEREAS, staff advises that ERS Industrial Services, Inc. is a responsive and responsible bidder;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT accepts the bid and awards a contract to ERS Industrial Services, Inc. as the only responsive and responsible bidder and authorizes the General Manager to execute said contract in the amount of \$477,190 for construction of the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation, CIP # 11098.

PASSED AND ADOPTED this 8th day of January 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: January 8, 2020

TO: CCWD Board
Michael Minkler, General Manager

FROM: Kevin Williams, Civil Engineer

RE: Discussion/Direction Regarding the District's New Operations and Maintenance Facility

RECOMMENDED ACTION:

Discussion/Direction

SUMMARY:

This Board agenda item is regarding the District's plans to expand its main campus on George Reed Drive in San Andreas. A new metal building is proposed approximately 160' x 60' (9,600 SF) in dimension with three service bays for vehicles and heavy equipment repairs and warehouse space. Preliminary site plan, floor plan and building elevations are attached for review and discussion. The proposed locations of the building corners have been staked onsite to allow for the board to see the building footprint. While this new building is expected to meet the District's requirements for the foreseeable future, the structure can be designed for future expansion and extension to the east.

The District recently purchased additional property adjacent to the existing headquarters and merged existing and new lots. Upon reviewing several options for locating new buildings on these lots, it is proposed to situate the building on the Southwest corner of the subject lots to maximize use of the available land and preserve space for future expansion. Since the building site has a number of existing conditions including sloping topography, natural drainage and seasonal creeks, grading and drainage improvements will need to be made along with building construction. The balance of vacant property can be graded to be more useful for parking and storage of heavy equipment and materials and potentially if ever needed the addition of a future second structure. Also, utility improvements will include site electrical, fire, water, and septic services.

The proposed shop space will provide a cost-effective way to consolidate facilities spread throughout the District. The shop facility will A) eliminating existing shop rental cost of \$36,000/yr, B) provide a safe and secure long term facility for servicing and maintaining vehicles and equipment versus Hunters Water Plant and Jenny Lind, C) allow Mechanics to better coordinate with management and other staff at main office,

and D) provide a limited number of non-assigned common work spaces for operations, maintenance and electrical staff to perform office work while at the main campus.

The proposed warehouse will provide not only storage for parts, fittings and materials used on regular basis but a secure materials staging area for future jobs. The warehouse facility will A) allow parts and inventory to be monitored and purchases made cost effectively, B) provide space for stocking necessary items, C) take burden of managing inventory off field crews, and D) minimizes unnecessary purchases and storage.

The District has looked into several details relating to the new facility. The building north and south elevations will have walls that are a minimum of 17' to maximum 20' tall. A 20' wall is proposed to improve overhead clearances for a second floor mezzanine on the west half of the building. The north and south side of the building will have extended roof eaves 5-ft past wall of the building to shelter doors from rain, and the remaining doors on the east and west elevations can be fitted with small door awnings. A security fence with gate and sidewalks will be extended between the west side of the new building and the nearest corner of the existing main office to allow staff to easily walk to and access the new building. A second security fence will extend from the east side of the new building to the east property line and will include a vehicle gate for accessing the vacant lot.

Also, CCWD staff recently toured other similar buildings in the area. Based on the visit, staff is proposing to place concrete instead of asphalt around the buildings where heavy equipment and forklifts would be turning. Additionally, a one-foot planter area would be extended around the building to allow for smooth transition between the site concrete and the building slab. Ventilation fans were added on the roof above each service bay and in warehouse areas. By utilizing the ventilation fans and upgraded ceiling insulation only the offices within the building will require air conditioning.

The District would like to bid and start construction in 2020 and complete the project by early 2021 according to the following schedule:

PROJECT SCHEDULE

MILESTONE	DATES
Design/Bid Documents	Jan. – Feb. 2020
Bid/Award	Mar. - May 2020
Notice to Proceed	Jun. 2020
Site Work, Grading, Drainage	Jun. – Aug. 2020
Concrete Foundation	Sep. 2020
Metal Building Shop Fabrication/Delivery	Jun. – Sep. 2020
Metal Building Erection	Oct. – Dec. 2020
Asphalt Paving	Oct. 2020
Interior Walls, Electrical, Lighting, HVAC	Jan. – Apr. 2021

Prospective bidders will be provided with three separate bid schedules: A) for site work, grading, drainage, underground utilities and paving, B) for the metal building and

concrete slab foundation, and C) for internal walls, electrical, lighting, and HVAC. The District has the option of either awarding one contract for the entire project or separate contracts for each of the different bid schedules. For their bid, prospective bidders will be given a preliminary building floor plan and exterior elevations for the metal building. For the metal building, the building manufacturer will prepare final design drawings to be stamped by a registered professional engineer and submitted for District approval prior to starting shop fabrication of the metal building and subsequent delivery to the job site.

A construction cost estimate for the new facility is as follows:

COST ESTIMATE

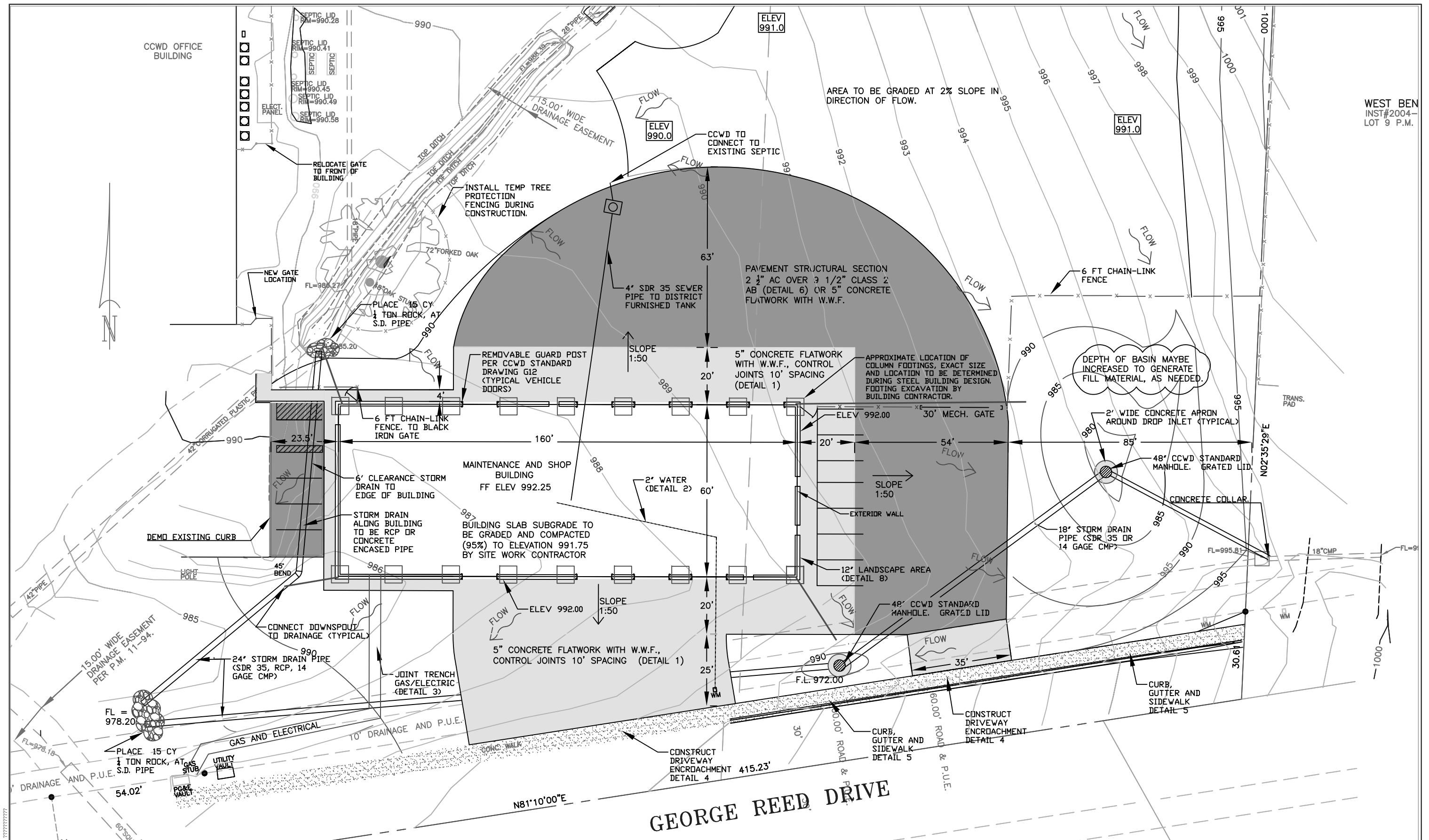
<u>DESCRIPTION</u>	<u>COST</u>
Permits/Fees	\$ 20,000
Sitework/Grading/Drainage	\$ 193,575
Asphalt Paving	\$ 95,550
Steel Building Purchase/Install	\$ 182,400
Concrete Slab Foundation	\$ 81,000
Interior Walls/Electrical/Lighting/HVAC	<u>\$ 100,000</u>
SUBTOTAL	\$ 672,525
Contingency (15%)	<u>\$ 100,000</u>
TOTAL	\$ 772,525

FINANCIAL CONSIDERATIONS:

The available funds balance in Fund 104 are \$371,557 as shown below. Fund 104 (Admin Replacement) was created in 1999-2000 fiscal year with NCPA funding. In addition to infrastructure projects, the funds have been used to match USDA construction loans, and most recently to pay for a portion of the Operations Head Quarters Building. The District expenses to date of \$187,931.21 includes the purchase of the parcel adjacent to the main office and consulting and surveying fees.

<u>ITEM</u>	<u>FUND 104</u>
Original Balance	\$ 557,039.13
Expenses to Date	(\$ 187,931.21)
Refund of Escrow	<u>\$ 2,449.08</u>
Total (Funds Available)	\$ 371,557.00

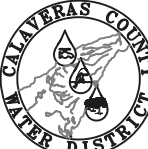
Due to Fund 104 (Admin Replacement Fund) having insufficient resources, fund 108 (Interest Reserve) could be used to fund the remaining \$400,968. The Interest Reserve Fund has been used to assist in funding of other projects, including Operations HQ, Capital Equipment, as well as internal loans. There is sufficient funding available to utilize for the New Operations Maintenance Facility from this source. Should the Board approve this funding source, the projected balance of Fund 108 would be reduced from \$10,705,829 to \$10,304,861 which is well beyond the \$8 million balance requirement.



REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____

ORIGINAL SCALE
1" = 50'



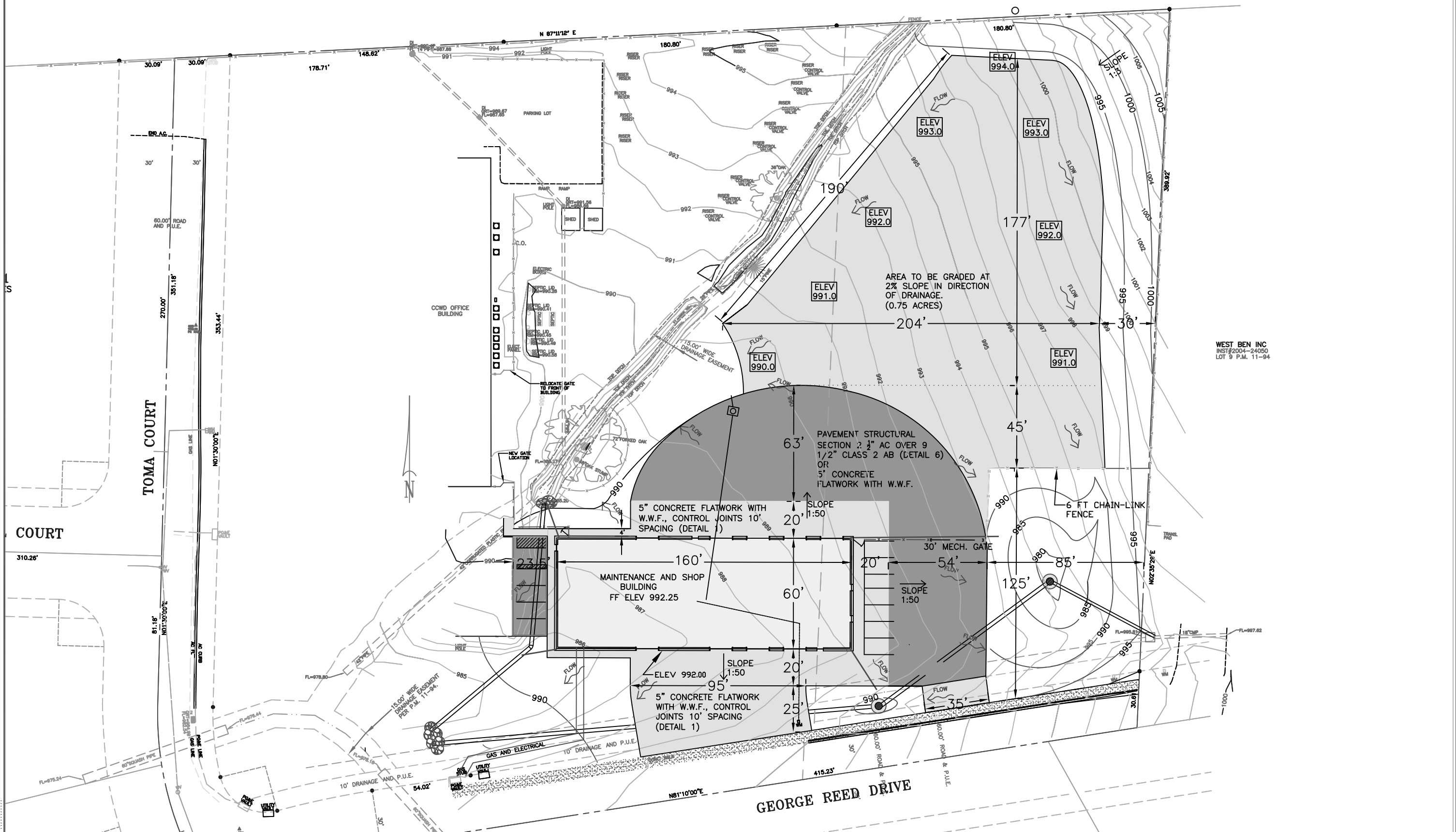
**CALAVERAS COUNTY
WATER DISTRICT**

180 TOMA COURT
P.O. BOX 848
SAN ANDREAS, CA 95249

(209) 754-3543 FAX: (209) 754-1069

DRAWING NUMBER D-01	
SHEET NUMBER 1 OF 7	
FILENAME	
CCWD FILE NO.	

MAIN CAMPUS EXPANSION - SHOP
 SITE PLAN



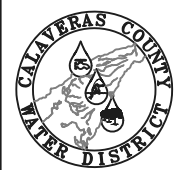
WEST BEN INC
 INST#2004-24050
 LOT 9 P.M. 11-94

PRINT DATE: ##/##/##

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____

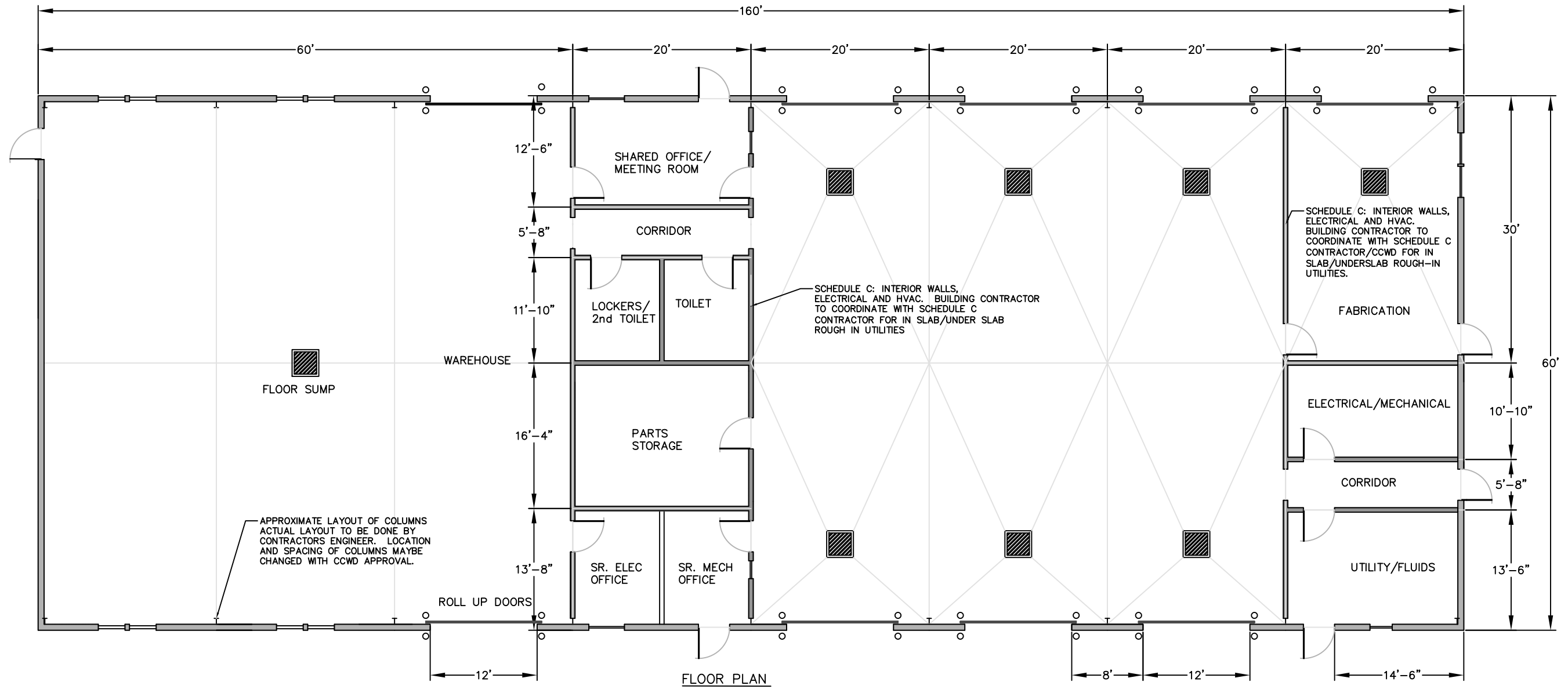


**CALAVERAS COUNTY
 WATER DISTRICT**

120 TOMA COURT
 P.O. BOX 848
 SAN ANDREAS, CA 95249

(209) 754-9543 FAX: (209) 754-1069

MAIN CAMPUS EXPANSION - SHOP		DRAWING NUMBER D-01A
GRADING PLAN		SHEET NUMBER 1A OF 7
		FILENAME
		CCWD FILE NO.



APPROXIMATE LAYOUT OF COLUMNS
ACTUAL LAYOUT TO BE DONE BY
CONTRACTORS ENGINEER. LOCATION
AND SPACING OF COLUMNS MAYBE
CHANGED WITH CCWD APPROVAL.

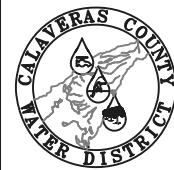
FLOOR PLAN

PRINT DATE: #/##/## FILE: P77777777

REVISIONS					
REV.	DESCRIPTION	DATE	BY	CHKD.	

NOT TO SCALE

DESIGNED: _____
DRAWN: _____
CHECKED: _____
DATE: _____

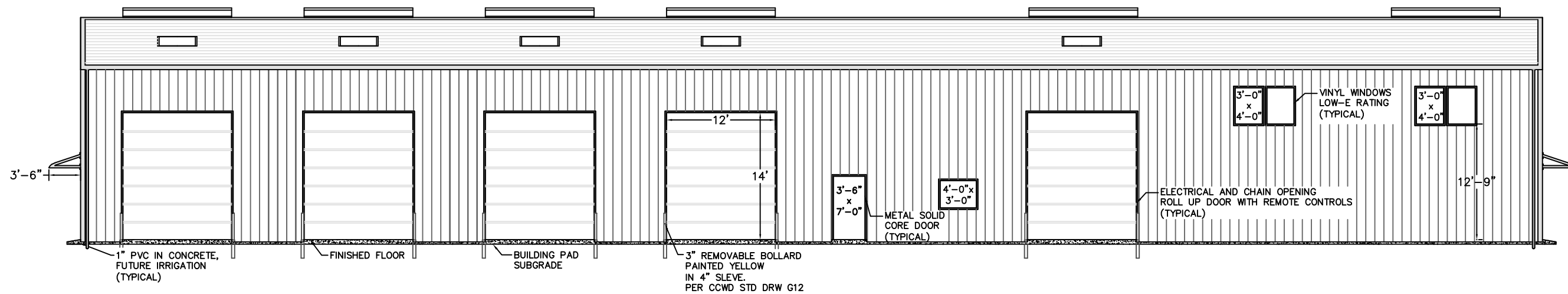


**CALAVERAS COUNTY
WATER DISTRICT**
120 TOMA COURT
P.O. BOX 848
SAN ANDREAS, CA 95849
(209) 754-3543 FAX: (209) 754-1069

MAIN CAMPUS EXPANSION - SHOP

FLOOR PLAN

DRAWING NUMBER
D-02
SHEET NUMBER
2 OF 7
FILENAME
CCWD FILE NO.



North Elevation

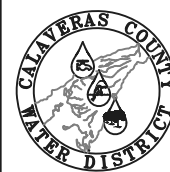
- NOTES
- CONTRACTOR TO PROVIDE SAMPLES OF AVAILABLE BUILDING AND ROOF COLORS. CCWD WILL SELECT COLORS BASED ON SAMPLES PROVIDED.

PRINT DATE: ##/##/## FILE: ??????????

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____



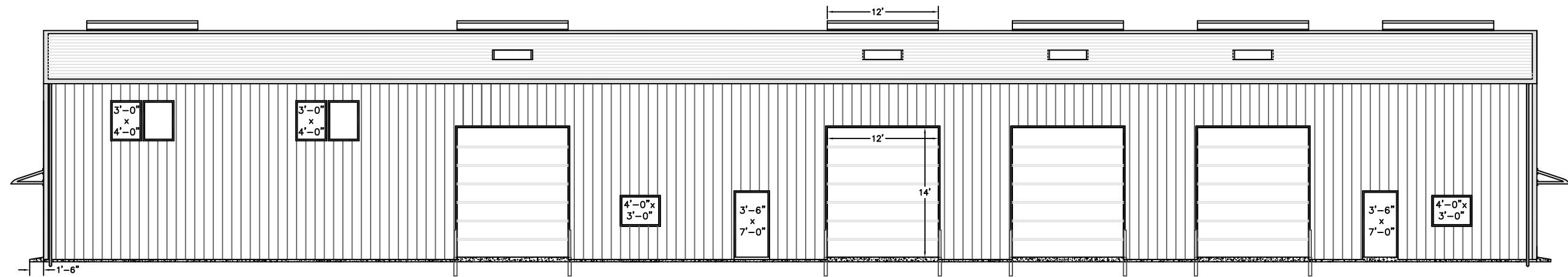
**CALAVERAS COUNTY
 WATER DISTRICT**

120 TOMA COURT
 P.O. BOX 846
 SAN ANDREAS, CA 95249
 (209) 754-3543 FAX: (209) 754-1000

MAIN CAMPUS EXPANSION - SHOP

NORTH ELEVATION

DRAWING NUMBER
D-03
 SHEET NUMBER
 3 OF 7
 FILENAME
 CCWD FILE NO.



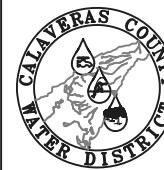
South Elevation

PRINT DATE: #####
 FILE: ??????????

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____

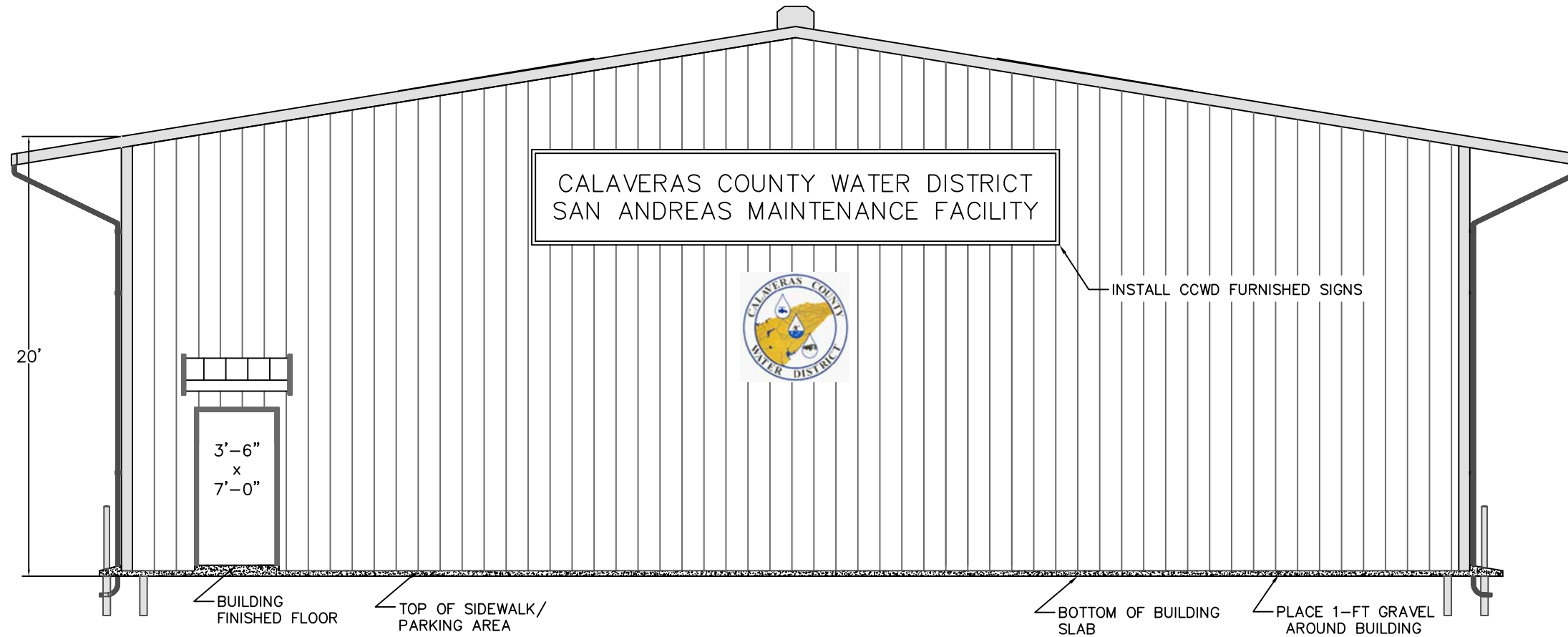


**CALAVERAS COUNTY
 WATER DISTRICT**
 120 TOMA COURT
 P.O. BOX 846
 SAN ANDREAS, CA 95249
 (209) 754-3543 FAX: (209) 754-1069

MAIN CAMPUS EXPANSION - SHOP

SOUTH ELEVATION

DRAWING NUMBER
D-04
 SHEET NUMBER
 4 OF 7
 FILENAME
 CCWD FILE NO.



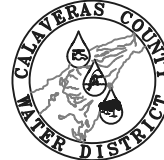
West Elevation

PRINT DATE: ##### FILE: 7777777777

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____

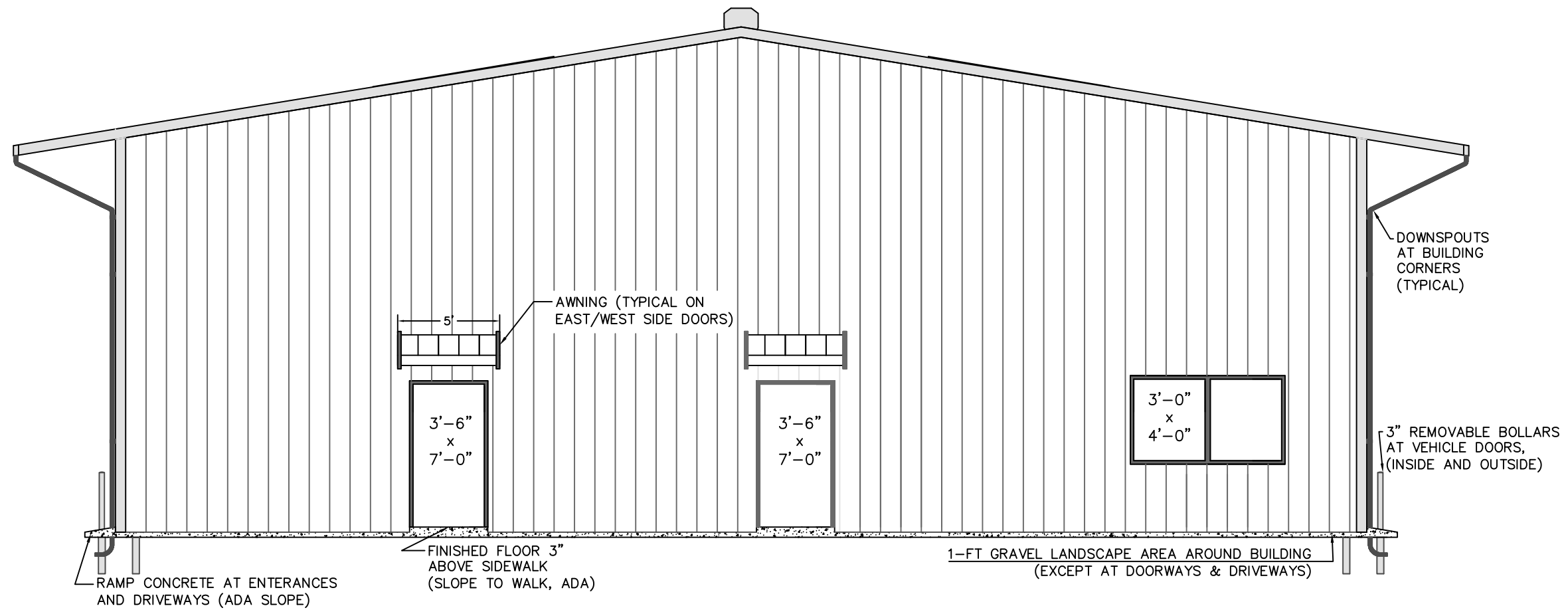


CALAVERAS COUNTY WATER DISTRICT
 120 TOMA COURT
 P.O. BOX 846
 SAN ANDREAS, CA 96249
 (209) 754-3543 FAX: (209) 754-1089

MAIN CAMPUS EXPANSION - SHOP

WEST ELEVATION

DRAWING NUMBER D-05
SHEET NUMBER 5 OF 7
FILENAME
CCWD FILE NO.



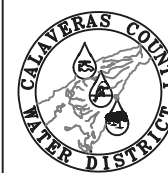
East Elevation

PRINT DATE: ##### FILE: TTTTTTTTTT

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____

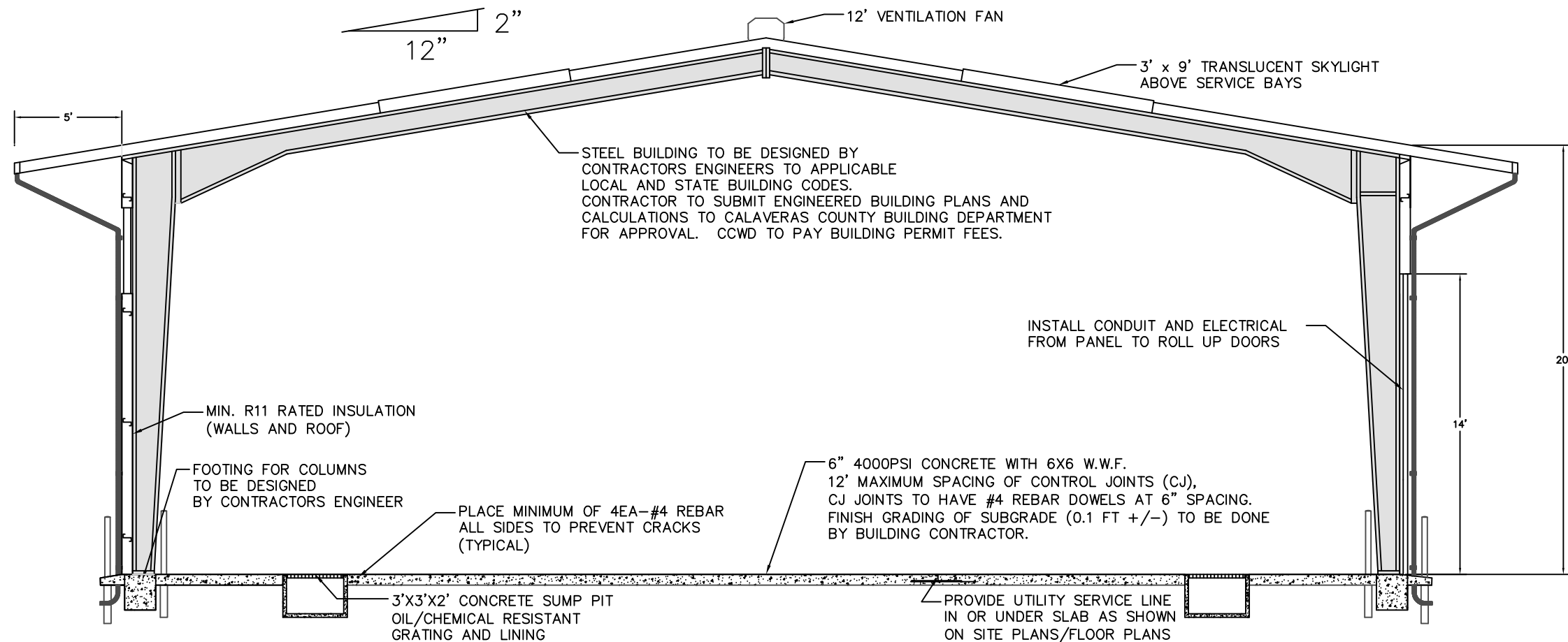


**CALAVERAS COUNTY
 WATER DISTRICT**
 120 TOMA COURT
 P.O. BOX 846
 SAN ANDREAS, CA 95849
 (209) 754-3543 FAX: (209) 754-1060

MAIN CAMPUS EXPANSION - SHOP

EAST ELEVATION

DRAWING NUMBER
D-06
 SHEET NUMBER
 6 OF 7
 FILENAME
 COWD FILE NO.



Cross Section

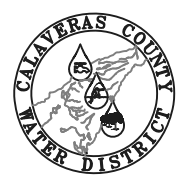
NOTE: BUILDING STRUCTURE TO BE DESIGNED TO ALLOW FOR BUILDING LENGTH TO BE INCREASED IN THE FUTURE ON EAST SIDE.

PRINT DATE: ##/##/## FILE: ??????????

REVISIONS				
REV.	DESCRIPTION	DATE	BY	CHKD.

NOT TO SCALE

DESIGNED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: _____



**CALAVERAS COUNTY
 WATER DISTRICT**
 120 TOMA COURT
 P.O. BOX 848
 SAN ANDREAS, CA 95249
 (209) 754-3543 FAX: (209) 754-1089

MAIN CAMPUS EXPANSION - SHOP

STRUCTURAL DRAWINGS

DRAWING NUMBER
D-07
 SHEET NUMBER
 7 OF 7
 FILENAME
 CCWD FILE NO.

Agenda Item

DATE: January 8, 2020
TO: Michael Minkler, General Manager
FROM: Damon Wyckoff, Director of Operations
RE: Report on the December 2019 Operations Department

RECOMMENDED ACTION:

Receive Report on the Operations Department Report for Divisions 1 through 5.

SUMMARY:

Attached is the monthly Operations Department Report for December 2019. This report will review the operational status and work completed by departmental administration and each of the five Divisions. The report will cover the following:

- Administration
- Water treatment plants
- Wastewater treatment plants
- Distribution
- Collections
- Construction
- Electrical
- Mechanical

Staff will be present the report to the Board of Directors and will available for questions

FINANCIAL CONSIDERATIONS:

None.

Attachment: December 2019 Operations Department Report for Division 1 through 5

Operations Department Report

December 1st 2019 through December 30th 2019

Director of Operations:

1. Worked with Operations and Engineering Staff to review the proposed Techite Pipeline Replacement Project and Redwood Tank Replacement Project to ensure Operational Optimization
2. On-going work with Mobile MMS to facilitate the effective use of the District's Service Order and Work Order Software throughout the field
3. Attended the Modesto Irrigation District's New Hogan EAP Review
4. Worked with the District's Electrical Department to develop an effective work effort repair plan for emergencies, repair/replacements, and projects
5. Worked to facilitate requests for bids advertisement, bid walk, and bid opening to rehabilitate the filters at the Hunter's Water Treatment Plant
6. Participated in Distribution III Worker interviews for the Ebbett's Pass Service Area
7. Worked to file a claim with PG&E for failures experienced at Lift Station 41 and the Water Treatment Plant in Copperopolis

Administrative Technician:

1. Maintained Field Calendar
2. Worked with Mobile MMS to confirm USA notifications are accurately routed to their necessary destination
3. Operations Work Order Tracking
4. Facilitated with Employee Reimbursements & Certificate Renewals
5. Training – Including Registrations & Travel Arrangements
6. Operations Shipping/ Returns
7. On Call Reminders, Transfers, Logs
8. Electronic Lab Report Filing
9. Training New Purchasing Agent on Purchase Order process
10. Organizing and Archiving Operations Department Documents
11. Attended Various Meetings
12. Continued work on the 2020 On Call Schedule

Plant Operations Manager:

1. Completed review of Monthly water reports and submitted them to the State
2. Completed review of Monthly wastewater reports and submitted them to the State
3. Facilitated the Testing of the Old Hunters raw water pump station in anticipation of the switchover to backup supply
4. On-going work associated with obtaining quotes for wastewater treatment plant headworks system replacements
5. Met with Mobile MMS and worked to incorporate the software in the workday
6. Met with California Laboratory Services RE: additional Color and Odor sample analysis
7. Time associated with the Copper Cove Reclaim Plant Pilot Study
8. Time associated with purchase orders
9. Completed the bid walk for the Hunters Water Treatment Plant Filter Replacement Project
10. Accompanied the Division of Dam Safety (DSOD) Inspector on the inspections of West Point (Regulator), Copper (Pond 6), and LaContenta (Effluent Storage Pond)
11. Time associated with JL Pre-Treatment Project
12. Attended the Dam Failure EAP for Hogan Powerhouse

13. Time associated with Arnold WWTP Disposal Study
14. Filed Monitoring Well install reports for West Point and Wallace
15. Time associated with Forest Meadows permit

Purchasing Agent:

1. Ordered new brush for Arnold Waste Water—Phone meetings with Sales Rep from lakeside equipment on new brush
2. Met with a consultant regarding a quote for JLWTP ductile parts and Rotork valve
3. Data Entry on Purchase Order's for accounting
4. On-going work associated with coordinating manufacturing and delivery of new Vactor Truck
5. Met with Fueling Company in Sonora about future fuel deliveries and set them up as a vendor for future business.
6. Phone meeting with Pace Plumbing Supply about price quotes and order arrivals;
7. Obtained quotes from Ferguson, Slakey Brothers, and R & B Supply for water meters
8. Located a backwash return pump WP WTP that had been purchased and coordinated its install
9. Continued work on a parts pricing sheet
10. Worked on order for ductile parts with pace for JLWTP
11. Went over inventory with IT for CMMS
12. Phone meeting with flo-line about pump and mixer orders
13. Obtained quotes for generators from California generator
14. Set up w9 for tractor supply to be used as a District Vendor
15. Met with vendors to discuss purchases for the Collections Crew
16. Attended the Budget and Finance Committee Meeting
17. Met with the State Air Resources Board to discuss CARB Compliance for District Vehicles
18. Solicited quotes for generators
19. Attended anti- sexual harassment training class
20. Prepared Enterprise lease trucks for field work

Water Treatment Plants:

Copper Cove Water Treatment Plant:

1. Operations as usual

Hunter's (Ebbett's Pass) Water Treatment Plant:

1. Operations as usual

Jenny Lind Water Treatment Plant:

1. Operations as usual
2. Acti-Flo startup/Phase 1 on hold due to incorrect influent valve on unit

Sheep Ranch Water Treatment Plant:

1. Operations as usual

Wallace Lake Estates Well System:

1. Operations as usual

West Point Water Treatment Plant:

1. Operations as usual
2. Replacement Backwash Water Return Pump Installed
3. All flow meters calibrated

Wastewater Treatment Plants:

Arnold Wastewater Treatment Plant:

1. Operations as usual
2. On-going work associated with the need to replace the clarifier and effluent pumps
3. Replaced brushes on the headworks screen

Copper Cove Wastewater Treatment Plant:

1. Routine operations as required by permit.
2. On-going operation of a Nitrification / De-Nitrification Pilot Plant

Copper Cove Wastewater Reclamation Plant:

1. Plant idle
2. Annual Maintenance begins on the UV System and Filter

Country House Wastewater Facility:

1. Operations as usual

Forest Meadows Wastewater Treatment Plant:

1. Operations as usual

Indian Rock Vineyards Wastewater Facility:

1. Operations as Usual - Weekly inspection of facility. Switched leach fields, tested pumps, changed chart, weekly reads for state compliance

La Contenta Wastewater Treatment Plant:

1. Operations as usual
2. Extensive work associated with Atmospheric River Storm event

Mountain Retreat / Sequoia Woods Wastewater Facility:

1. Operations as usual

Six Mile Wastewater Collection System:

1. Monthly reads taken and report submitted to the City of Angels Camp

Southworth Wastewater Treatment Plant:

1. Operations as usual

Vallecito / Douglas Flat Wastewater Treatment Plant:

1. Operations as usual
2. On-going coordination with the Construction Crew to improve the polymer delivery system

West Point Wastewater Treatment Plant:

1. Operations as usual
2. All flow meters calibrated

Wilseyville Wastewater Facility:

1. Operations as usual
2. All flow meters calibrated

Distribution:

Copperopolis Distribution System:

SERVICE LINE WORK

1. Feather Dr. 1" 4gpm
2. Foothill 1" 3gpm
3. Foothill 1" 7 gpm
4. Acorn 1" 4gpm
5. Salmon Ct. 1" 4gpm
6. Fox Ct. 1" 4 gpm
7. Sunrise 1" 6 gpm
8. Sunrise 1" 5 gpm

MAIN LINE WORK

None at this time

Additional Work

1. USA's
2. Flushed 87,386 gals.
3. PRV Maintenance
4. 92 values turned
5. 1"-meter install
6. meter replacements

Ebbett's Pass Distribution System:

SERVICE LINE WORK

1. Navajo/Ute – 3 gpm
2. Sheep Ranch Rd – 5 gpm
3. Navajo – 3 gpm

MAIN LINE WORK

1. None at this time

Additional Work

1. Customer Service Work Orders
2. USA Line Locates
3. Prepped snow removal equipment for the Winter

Jenny Lind Distribution System:

SERVICE LINE WORK

1. Silver Rapids, cut out and replace 7 feet of 1" service line, 3 gpm
2. Dunn, 1" x 3" wraparound, 1 gpm
3. Anderson, 1" x 3" wraparound, 1 gpm
4. Westhill, 1" x 3" wraparound, .5 gpm
5. Driver, 1" x 3" wraparound, .5 gpm
6. Dunn, 1" x 3" wraparound, 1 gpm
7. Heinemann, 1" x 3" wraparound, 3 gpm
8. Jenny Lind Vista Ct, cut out and replaced 3 feet of 1" service line, 1 gpm
9. St Andrews, ¾" x 3" wraparound, had to cut square out of customer's driveway. Service line runs under driveway, 2 gpm
10. Gabor, 1" x 6" wraparound, 3 gpm
11. Stenson View, 1" x 3" wraparound, 1 gpm
12. Pollock Ct, 1" x 3" wraparound, 1 gpm
13. Bell Ct, 2 Leaks, 2 1" x 3" wraparounds, 2 gpm
14. Demin Ct, 1" x 3" wraparound, 1.5 gpm
15. Baldwin, cut out and replace 1 foot of 1" service line, After Hours, 4 gpm
16. Hartvickson, 1" x 3" wraparound, 1 gpm
17. Baldwin, 1" x 3" wraparound, 2 gpm
18. Baldwin, Replaced tee between meters, 1.5 gpm
19. Dunn, 1" x 3" wraparound, 1 gpm
20. Rippon, 1" x 3" wraparound, 1 gpm
21. Baldwin, 1" x 3" wraparound, 2 gpm, full traffic control
22. Baldwin, 1" x 3" wraparound, 1 gpm, full traffic control
23. Sparrowk, 1" x 3" wraparound, 1 gpm
24. Hub Ct, 1" x 3" wraparound, 1.5 gpm
25. Kirby, cut out and replaced 3 feet of 1" service line, 3 gpm
26. Clements Ct, replaced service tee and curb stops to both meters, 1gpm
27. Baldwin, 1" x 3" wraparound, 2 gpm
28. Crotty, 1" x 3" wraparound, 1 gpm
29. Silver Rapids, Cut out and replace 8 feet of 1" service line, from flare on main to center of roadway, 3 gpm, shutdown and full traffic control.
30. Dunn, 1" x 3" wraparound, 1 gpm
31. Berkesey, 2 leaks found, 2 1" X 3"wraparounds, 1.5 gpm.

MAIN LINE WORK

1. McCall Ct, 2" mainline leak, 2" x 6" wraparound, had to shut down Ct, flushed, 2 gpm
2. Baldwin, 2" mainline leak, 2" x 6" wraparound, had to shut down, flushed, full traffic control, 4 gpm

ADDITIONAL WORK

1. USA Line Locates in both West Point and the Jenny Lind area
2. 31 Service requests for the Jenny Lind area ranging from Read/Leave Ons, Restores, Pressure issues, Re-reads.
3. 4 Service requests completed in the West Point area
4. Attended Cla-Val training class (PB, MD, DT)
5. Attended Supervisor training class (PB)
6. Cleaned out and checked the pressure and attempted to adjust the PRV on Baldwin/Garner
7. Installed a beacon light on service truck 726
8. Found oil in coolant on Vac truck 126, informed mechanics, truck is down.

West Point Distribution System:

SERVICE LINE WORK

1. See the Jenny Lind Distribution System Work List

MAIN LINE WORK

1. None during this time period

ADDITIONAL WORK

1. USA Line locates

Collections:

1. Called out to 37 Main St., 145 Main St., 95 Bald Mtn. Rd. and 236 Spink Rd. in West Point to resolve various septic tank issues
2. Work order for riser repair on septic tank at 361 Main St. in West Point
3. Called out for septic tank problems on Angels Rd. in Vallecito and at 7546 Pitt Ranch in Southworth
4. Repaired plumbing and check valve on septic tank at 19 Teal Ct. in Wallace Lake Estates
5. Hydro flushed sewer mains from both directions headed in to LS 3 in Arnold as known hot spot areas and pumped and cleaned the wet well at LS 3 afterwards
6. Pulled pump at Huckleberry lift station and drove down to SHAPE for a quote on repair
7. Pulled pump at lift station 4 in Copper and drove down to ACE for a quote on repair
8. Pumped and cleaned LS 21 and Saddle Creek lift stations 1,2 and 3 in Copper
9. Pumped and cleaned Vallecito LS
10. Responded to and repaired force main break off of LS 22 in Copper
11. Tied in new sewer service connection at 2744 Stage Coach Dr. in La Contenta
12. Hydro flushed the headworks in Vallecito
13. Responded to pump problems at LS 41 in Copper due to a PG&E power outage
14. Work order for sunken driveway around sewer lateral at 25 Main St. in Valley Springs. We TV'd the service and determined there was nothing wrong on our side and it's a customer problem
15. Assisted the La Contenta Distribution crew repair a leak on Silver Rapids Rd.
16. Unplugged a sewer line at the Arnold waste water treatment plant for the operators
17. Marked the entire force main that goes cross country between LS 21 and LS 22 in Copper with paddles. A construction company is mobilizing to complete extensive dirt work in the area
18. Serviced and cleaned all of the dry cans in Copper and Forest Meadows lift stations
19. Weekly lift station checks district wide
20. Line locates district wide
21. Mobile MMS training
22. Monthly vehicle inspections
23. Weekly tailgate safety meetings
24. No spill certifications through CIWQS

Construction:

1. Assisted the Copper Cove Distribution Crew with service line leak repairs
2. Assisted the Ebbett's Pass Distribution Crew with service line leak repairs
3. Assisted the La Contenta Distribution Crew with service line leak repairs
4. Assisted the Collections Crew in the repair of a failed sewer line in the Copper Cove area of Copperopolis
5. Worked with the Construction Crew to repair a Septic Tank in Vallecito
6. Completed the Vallecito Reclaim Pump Station Project

Electrical:

1. Removed and replaced old failed VFD for pump #3 at Huckleberry sewer lift station
2. Troubleshoot Raw Water export pump at Copper Cove reclaim plant and ordered size 2 replacement motor
3. Troubleshoot wiper motor problem at VWWTP UV system
4. Pulled wire and installed lights at the new Vallecito building
5. Ordered backup SCADA computer for the MBR system at VWWTP
6. Worked on failed DAF valve at FMWTP, problem was a clogged pipe
7. Dismantled motor starters, cleaned, lubed and tested them, tested pumps and control system at the Hunter Dam pump station for yearly NCPA maintenance shutdown
8. Worked on voice over IP failure at the Big Trees 4&5 repeater site, T1 line was down
9. Received a quote for new automatic transfer switch at Copper Cove Saddle Creek main sewer lift station
10. 2 Day Electrical and Instrumentation Certification prep class at the main office
11. Installed new pump at the Mountain Retreat sewer lift station

12. Attended supervisor training
13. Performed annual flow meter calibrations West Point area
14. Performed annual flow meter calibrations Copper Cove area
15. After hours repairs Copper Cove sewer lift station after PG&E power outage, replaced failed float, motor starters (2), and 104-amp automatic transfer switch
16. After hours work restoring function to all aerators at the Copper Cove WWTP after PG&E power outage
17. After hours diagnosis of back wash return pump failure after PG&E power outage at Copper Cove WWTP
18. Performed annual flow meter calibrations Ebbetts Pass area
19. Replaced failed level transducer at Copper Cove sewer lift station #8
20. Replaced failed UPS that caused a PLC communications failure at Hunters WTP
21. Performed annual flow meter calibrations Jenny Lind area
22. Performed annual flow meter calibrations Wallace area
23. Repaired control system in septic tank on Isabelle Lane in Vallecito
24. Repaired control system for blower #2 at Hunters WTP after a short circuit
25. Replaced failed float at the AWWTP wet well
26. Replaced failed ASCO valve at AWWTP headworks
27. Replaced failed starter for Backwash Pump #1 at CCWTP
28. Diagnosed failed pump and removed electrical feed at Copper Cove sewer lift station #4 for repair/replacement
29. Repaired backup control system at Copper Cove sewer lift station #40 after failure
30. Replaced failed wireless router at West Point WTP
31. Installed new conduit, cabinet, VFD and wire at Huckleberry sewer lift station
32. Rewired control system for pump #3 at Huckleberry sewer lift station
33. Diagnosed failed Pump #3 at Huckleberry sewer lift station, pulled pump and disconnected electrical feed for repair
34. Reprogrammed SC100 at FMWWTP and added password protection
35. Repaired loose termination terminal on Copper Cove PLC #4 that caused an erroneous backwash wet well low-level alarm and pump shutdown
36. Replaced failed UPS at Copper Cove Lower Cross-Country sewer lift station

Mechanical:

1. Generator Checks District wide
2. Repaired the Headworks at the Arnold WWTP
3. Installed replacement backwash pump at the West Point Water Treatment Plant
4. Re-built Cla-Val at the Hunters WTP
5. Replaced the Generators block heater at the Avery Pump Station
6. Prepped to service the Kubota Tractor at Vallecito – ordered parts, filters, and new tires
7. Serviced the generator at the Vallecito Lift Station
8. Installed a new motor on one of the effluent pumps at the Hunters WTP
9. Serviced the Generator at the Meadowmont Pump Station, replaced its water pump, and cleaned the building
10. Measured the wet well lid at the Mountain Retreat Lift Station in preparation to construct a new one
11. Installed a new exhaust fan thermostat at the 60K Tank Building
12. All Mechanics attended Mobile MMS Training
13. Installed Radios in Truck #'s 729,731, and 732
14. Disassembled DAF #2, cleaned components, and re-assembled at the Forest Meadows WWTP
15. Repaired the Air Compressor at the Forest Meadows WWTP
16. Replaced fittings and air hose on the filters at the Forest Meadows WWTP
17. Inspected the Belt Press at the Forest Meadows WWTP
18. Troubleshoot Jenny Lind Area VacCon – Engine Oil Coolant failure – ordered a replacement
19. Repaired Taillight wires on truck #592 (Ford F350 Mech Truck)
20. Inspected valve at the Arnold WWTP and ordered re-build parts
21. Tested and prepared the Old Hunters WTP Pump Station for standby supply operation

Prepared by: Damon Wyckoff, Director of Operations