



**RESOLUTION NO. 2023-57**  
**RESOLUTION NO. PFA-01**  
**ORDINANCE NO. 2023-03**

## **AGENDA**

### **OUR MISSION**

**Protect, enhance, and develop Calaveras County's water resources and watersheds to provide safe, reliable, and cost-effective services to our communities.**

2021-2026 Strategic Plan, Adopted April 28, 2021, and can be viewed at this [link](#)

Regular Board Meeting  
Wednesday, November 15, 2023  
1:00 p.m.

[Calaveras County Water District](#)  
120 Toma Court  
San Andreas, California 95249

**Board Chambers are open to the public and the following alternative is available to members of the public who wish to participate in the meeting virtually:**

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### **Microsoft Teams meeting**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 323-647-8603,,992667616#](#) United States

Phone Conference ID: 992 667 616#

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.**

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### **BOARD OF DIRECTORS**

Scott Ratterman, President  
Cindy Secada, Director

Russ Thomas, Vice President  
Bertha Underhill, Director

Jeff Davidson, Director

**3. CONSENT AGENDA**

- 3a Approval of Minutes for the Board Meetings of September 6 and September 13, 2023  
(Rebecca Hitchcock, Clerk to the Board)
- 3b Approval of Additional Ground Space Lease Agreement Between Calaveras County Water District and New Cingular Wireless PCS, LLC.  
(Rebecca Hitchcock, Clerk to the Board)
- 3c Ratify Claim Summary #620 Secretarial Fund in the Amount of \$1,913,258.74 for October 2023  
(Jeffrey Meyer, Director of Administrative Services) **RES 2023-\_\_\_\_\_**
- 3d Report on the Monthly Investment Transactions for October 2023  
(Jeffrey Meyer, Director of Administrative Services)

**4. NEW BUSINESS**

- 4a Discussion/Action regarding Acceptance of Ebbetts Pass Redwood Water Tanks Wildfire Hazard Mitigation Project  
(Kevin Williams, Senior Civil Engineer)
- Accepting the Ebbetts Pass Redwood Water Tank Wildfire Hazard Mitigation Project, CIP #11095 and Larkspur Water Storage Tank Replacement CIP#11083L-120 **RES 2023-\_\_\_\_\_**
  - Accepting the Ebbetts Pass Redwood Water Tank Wildfire Hazard Mitigation Project Tank Materials and Erection, CIP #11095A and Larkspur Water Storage Tank Materials and Erection CIP#11083L-120 **RES 2023-\_\_\_\_\_**
- 4b Discussion/Action regarding Approval of Contract Amendment for PBI, Inc. Engineering Services During Construction for Copper Cove Phase 1 & 2 Tank B and Clearwell Project, CIP # 11083C  
(Charles Palmer, Senior Civil Engineer) **RES 2023-\_\_\_\_\_**
- 4c Update on Agreement Between Department of Army and the Calaveras County Water District for Design and Construction Assistance for the Copper Cove Wastewater Treatment Plant Project  
(Charles Palmer, Senior Civil Engineer)

**5. REPORTS**

- 5a Report on the October 2023 Operations Department  
(Damon Wyckoff, Director of Operations)
- 5b\* General Manager's Report  
(Michael Minkler)

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

7. **NEXT BOARD MEETINGS**

- Wednesday, December 13, 2023, 1:00 p.m., Regular Board Meeting
- Wednesday, January 10, 2024, 1:00 p.m., Regular Board Meeting

8. **CLOSED SESSION**

8a Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9. 2 potential cases

8b Government Code § 54957.6 Agency Negotiators: General Manager Michael Minkler, HR Manager Stacey Lollar regarding Negotiations with Employee Organizations SEIU Local 1021 and Management and Confidential Unit

9. **REPORTABLE ACTION FROM CLOSED SESSION**

10. **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

## Financial Services

Umpqua Bank  
US Bank  
Wells Fargo Bank

## CCWD Committees

\*Engineering Committee  
\*Finance Committee  
\*Legal Affairs Committee  
\*External Relations Committee

## 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)

## Other Regional Organizations of Note

Calaveras County Parks and Recreation  
Committee  
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

## Legal Counsel

Matthew Weber, Esq.  
Downey Brand, LLP

## Auditor

Richardson & Company, LLP

## Membership\*\*

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

Ratterman (alt. Michael Minkler)  
All Board Members  
Ratterman / Secada (alt. Michael Minkler)  
Michael Minkler (alt. Brad Arnold)  
Thomas (alt. Brad Arnold)  
Secada (alt. Thomas)  
Davidson (alt. Ratterman)

Thomas (alt. Ratterman)

All Board Members

All Board Members  
Brad Arnold (alt. Kelly Gerkenmeyer)

Brad Arnold (alt. Kelly Gerkenmeyer)

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

\*\* The 1<sup>st</sup> name listed is the committee chairperson.

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A G E N D A  
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## MINUTES

### CALAVERAS COUNTY WATER DISTRICT SPECIAL BOARD MEETING

SEPTEMBER 6, 2023

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

Staff Present: Michael Minkler, General Manager  
Matt Weber Esq, General Counsel  
Rebecca Hitchcock, Clerk to the Board  
Damon Wyckoff, Director of Operations  
Jeff Meyer, Director of Administrative Services  
Mark Rincon-Ibarra, District Engineer  
Stacey Lollar, Human Resources Manager  
Brad Arnold, Water Resources Manager  
Jesse Hampton, Plant Operations Manager  
Pat Burkhardt, Construction and Maintenance Manager  
Kelly Richards, Business Services Manager  
Kelly Gerkenmeyer, Water Resources Specialist  
Kate Jesus, Human Resources Technician  
Kate Darby, Customer Service Representative  
Jared Gravette, Construction Inspector  
Jason Knick, Construction Inspector  
Catherine Eastburn, Accountant  
Kelly Soulier-Doyle, Accounting Technician  
Dylan Smith, IT Technician  
Tiffany Burke, Administrative Technician  
Mike DuBurg, Distribution Worker  
Jared Devich, Electrician  
Doug Turner, Distribution Worker

Others Present:

Habib Isaac, IB Consulting	Roberta Corso
Francisco de la Cruz	Jorge Gonzalez
Jaelyn Hifai	Paula Gonzalez
Jay Hinnell	Penny and James Sheridan
Patrick Roy	Lynn Thompson
Stephanie Hawkins	Approx 70 members of the public online
Marti Crane	
Michael Rodgers	

### ORDER OF BUSINESS

#### CALL TO ORDER / PLEDGE OF ALLEGIANCE

##### 1. ROLL CALL

President Ratterman called the Special Board Meeting to order at 1:00 p.m. and led the Pledge of Allegiance. All Directors were present.

## 2. **PUBLIC COMMENT**

Mark from Arnold asked the Board about how the rate increase affects Blue Lake Springs customers.

## 3. **NEW BUSINESS**

### 3a Discussion Regarding CCWD Salaries and Benefits (Stacey Lollar, Human Resources Manager)

**DISCUSSION:** Stacey Lollar reviewed the company salaries and benefits. She stated there was an extensive salary survey of comparator agencies done in 2018. In 2021, the District updated the results for use in the negotiations with the employee bargaining units contracts. The salary increase included in the Cost to Serve Study is five percent to cover any staff that qualify for a step increase and the pre-approved COLAs in the contracts. She addressed comments from the public about the General Manager and Director compensation. She stated the General Manager contract is approved in open session at a Board meeting and currently has no increases in his contract. The Board of Directors do not receive a monthly salary. They receive \$120.00 per meeting, up to 6 meetings per month, plus mileage. The Board also receives medical benefits that terminate when they are no longer on the Board.

Mr. Minkler added some clarification about the two unions the District negotiates with. He mentioned that the salary survey was included in the agenda packet.

### **PUBLIC COMMENT:**

Francisco de la Cruz addressed the Board regarding the comparators used in the salary survey. He also asked when a new salary survey would be done.

Mike Rodgers addressed the Board regarding the comparators in the salary survey. He acknowledged that it is difficult to find comparators in the county and how unique the District is compared to the density of the population.

Mr. Minkler added that the complexity of the systems the District workforce operates are comparable to the agencies in the salary survey. The training requirements are comparable to the workforce of the District and many operators are certified in water and wastewater treatment, which is unusual.

Patrick Roy asked what criteria was used in choosing the comparators.

Stacey Lollar listed the criteria used when the comparators were chosen back in 2018.

- Organization structure
- Similarity of population
- Staff and operational budgets
- Scope of services
- Geographic location

Marty Crane commented on the sound in the room.

Mark Pocatelli asked the Board about the expectation of losing employees versus the goal of retention.

Mr. Minkler responded that turnover has been substantial, losing four employees in the last few months to other agencies. He also stated the District Engineer was finally filled after a yearlong recruitment.

Bruce Miller commented on the 100% medical coverage for employees and employee salaries.

Stacey Lollar responded that the District participates in CalPERS and offers a Cash in Lieu option.

Mr. Minkler added that the District must stay competitive in the labor market or run the risk of interruptions in service or degradation of service which cannot happen with water or wastewater service. The District has spent the last few years with small rate increases absorbing significant cost increases that are outside the District's control by efficiencies, cost cutting and budget reductions.

Ray Gillam from Angels Camp protested the rate increase and was told CCWD does not serve Angels Camp.

Sophia from Arnold addressed the Board regarding the salaries of District employees.

3b Update/Discussion Regarding the Cost-of-Service Study  
(Jeffrey Meyer, Director of Administrative Services)

**DISCUSSION:** Jeffrey Meyer reviewed the August 23, 2023, Board meeting, where staff provided an update on the rate study and the District's public outreach efforts. The Board requested that staff research options that could decrease the proposed water and wastewater rate increases. Staff reviewed the key components of the five-year water and wastewater financial models, including the Operating Budget and the five-year Capital Improvement Program (CIP) component, with the objective of targeting cost components that impact rates.

He added that during development of the FY 2023-24 Operating Budget staff went through a comprehensive process to minimize costs in the budget. After multiple iterations and presentations of a preliminary budget to the Finance Committee and the Board, staff reduced the proposed Services and Supplies budget by another \$492,182 and Capital Outlay by \$510,261 in its effort to present a lean and balanced budget. Furthermore, staff prepared a list of Capital Outlay and Services and Supplies budget items that are on hold until the results of the Prop 218 hearing are known. These items were not cut outright from the budget because they create operational efficiencies that help reduce overall costs, but the expenditures are on hold. Other items, such as the Ozone Generator for Copperopolis water treatment, were deemed too urgent to delay.

He reviewed the work staff did on the Five-Year CIP used in the financial models. This original plan totaled \$200.6 million, which included \$107.6 million in water projects and \$93.0 million in wastewater projects. While all the projects are considered high priority critical infrastructure projects, staff continued to revise the CIP because of the impact such a large CIP program would have on rates. Operations and Engineering Departments reviewed the risks associated with each project, including the risk of deferral, and made the difficult decisions on which projects would be deferred to years 6–10 and beyond. This effort reduced the Five-Year CIP by \$115.3 million to \$85.3 million, thus reducing the required water and wastewater rates increases. The rate model has \$51,172,825 in water projects and \$34,163,038 in wastewater projects.

In evaluating further cuts to the CIP program with the goal of minimizing rate increases, there are some crucial considerations to consider. First, some of the remaining projects are funded by grants, loans, or restricted reserves, such as expansion funds. Cutting projects that draw from these sources of funds will have little or no impact on rates. The remaining projects that are funded at least in part



by rate revenue include some that are a local cost share, so the District would have to reject other sources of funds that help cover the costs of these projects. Other projects that are fully funded by rate revenue are high-priority projects. Staff will continue to seek other sources of funds for these projects, which could decrease rates in the later years of the rate schedule, but they were deemed too critical to leave unfunded at the time the financial plan was completed.

Director Secada asked if grant income was included in the budget. Mr. Meyer responded that any awarded grant funding has been included but no potential grants have been included since they are not guaranteed. If grant monies are awarded in the future, it would reduce the project costs of the projects on the list.

Director Davidson stated the public needs to understand that the CIP is project driven. The projects need to be done and the plan will get things fixed before they run to failure.

Mr. Meyer reviewed the amended CIP list for water. He stated staff made hard decisions and moved projects out, further reducing the CIP budget by \$56,870,000. Those projects do not go away as they are simply deferred. He then reviewed the amended CIP list for wastewater. After an exhaustive review, staff deferred projects for a final reduction to the CIP Budget by \$58,995,000.

Michael Minkler highlighted the projects listed in yellow that give the District flexibility to reduce rates because they are funded by rate revenue.

<b>Total Five-Year CIP Budget</b>		<b>Draft Budget</b>
<b>Water Projects</b>		
Wallace Tanks	11083W	1,500,000
West Point Backup Water Filter / MAC IRWMP	11106	530,000
West Point Regulator Repair/Tule Removal	TBDWPT	100,000
Ebbetts Pass Sawmill Tank	11083S	3,000,000
Hunters Raw Water Pumps (Hazard Mitigation)	11103	2,000,000
Big Trees Pump Stations 4&5 Replacement	11108	2,100,000
White Pines Tule Removal/Spillway	11109	96,715
Ebbetts Pass Larkspur Pump Station Rehab / Electrical	11115	1,500,000
Copper Cove Tank B / Clearwell (11079/11080)	11083C	8,000,000
Lake Tulloch Submerged Water Line Crossing	11104	7,800,000
Copper Cove Zone B-C Trans Pipeline & Pump Stations	11122	10,000,000
Jenny Lind Clearwell #2 / Repair & Paint-TANKS PROJECT	11083J	350,000
Jenny Lind Tank A-B Transmission Line	11088	13,136,110
Jenny Lind Tanks A, B, E & F Rehabilitation	11119	5,000,000
Jenny Lind WTP - Rehab Filters 1 & 2	11131	1,020,000
Tank Rehab Program		6,000,000
O'Byrne's Ferry Water Line Extension	TBDCC	110,000
Jenny Lind Tank C Replacement	11121	1,000,000
Middle Fork Pump Station & Intake Replacement	11124	5,000,000
Middle Fork Pump Station Transmission Line Replacement	11123	5,000,000
Jenny Lind Intake Structure Replacement		10,000,000
Sheep Ranch Water Distribution System Replacement		6,000,000
Sheep Ranch Raw Water Diversion, Pumping/Conveyance		11,000,000
CC WTP Raw Water Pump Station Rehabilitation		5,000,000
Sheep Ranch Water Treatment Plant Replacement		2,800,000
<b>Subtotal</b>		<b>108,042,825</b>

<b>Total Five-Year CIP Budget Water Projects</b>		<b>Draft Budget</b>	<b>Final Budget</b>	<b>Variance</b>
Wallace Tanks	11083W	1,500,000	1,500,000	-
West Point Backup Water Filter / MAC IRWMP	11106	530,000	530,000	-
West Point Regulator Repair/Tule Removal	TBDWPT	100,000	200,000	100,000
Ebbetts Pass Sawmill Tank	11083S	3,000,000	3,000,000	-
Hunters Raw Water Pumps (Hazard Mitigation)	11103	2,000,000	2,000,000	-
Big Trees Pump Stations 4&5 Replacement	11108	2,100,000	2,100,000	-
White Pines Tule Removal/Spillway	11109	96,715	96,715	-
Ebbetts Pass Larkspur Pump Station Rehab / Electrical	11115	1,500,000	1,500,000	-
Copper Cove Tank B / Clearwell (11079/11080)	11083C	8,000,000	8,000,000	-
Lake Tulloch Submerged Water Line Crossing	11104	7,800,000	750,000	(7,050,000)
Copper Cove Zone B-C Trans Pipeline & Pump Stations	11122	10,000,000	10,000,000	-
Jenny Lind Clearwell #2 / Repair & Paint-TANKS PROJECT	11083J	350,000	350,000	-
Jenny Lind Tank A-B Transmission Line	11088	13,136,110	13,136,110	-
Jenny Lind Tanks A, B, E & F Rehabilitation	11119	5,000,000	1,500,000	(3,500,000)
Jenny Lind WTP - Rehab Filters 1 & 2	11131	1,020,000	510,000	(510,000)
Tank Rehab Program		6,000,000	6,000,000	-
O'Byrne's Ferry Water Line Extension	TBDCC	110,000	-	(110,000)
Jenny Lind Tank C Replacement	11121	1,000,000	-	(1,000,000)
Middle Fork Pump Station & Intake Replacement	11124	5,000,000	-	(5,000,000)
Middle Fork Pump Station Transmission Line Replacement	11123	5,000,000	-	(5,000,000)
Jenny Lind Intake Structure Replacement		10,000,000	-	(10,000,000)
Sheep Ranch Water Distribution System Replacement		6,000,000	-	(6,000,000)
Sheep Ranch Raw Water Diversion, Pumping/Conveyance		11,000,000	-	(11,000,000)
CC WTP Raw Water Pump Station Rehabilitation		5,000,000	-	(5,000,000)
Sheep Ranch Water Treatment Plant Replacement		2,800,000	-	(2,800,000)
<b>Subtotal</b>		<b>108,042,825</b>	<b>51,172,825</b>	<b>(56,870,000)</b>

<b>Total Five-Year CIP Budget Wastewater Projects</b>		<b>Draft Budget</b>
LC Biolac, Clarifier & UV Improvements	15097	19,090,000
Huckleberry Lift Station Improvements		1,123,038
West Point / Wilseyville Consolidation Project	15091	5,000,000
Arnold Secondary Clarifier & WWTP Improvements	15095	10,500,000
FM UV Disinfection System Replacement	15106	300,000
Arnold Lift Station 2 & 3 Rehabilitation	TBD	5,000,000
CC Lift Station 6, 8 & Force Main Bypass	15076	3,000,000
CC Lift Station 15 & 18 Rehab/Replacement	15080	3,100,000
CC Tertiary, DAF & UV Improvements	15094	9,500,000
CC Pond 6 Dam Raise	15112	11,000,000
CC Lower & Upper X-Country Gravity Sewer & Force Main		5,000,000
Collection System Rehab and I&I Mitigation	15109	1,800,000
Vallecito WWTP System Improvements	15111	100,000
Wallace Treatment Plant Renovations	15087	75,000
La Contenta Spray Fields	15101	1,200,000
Copper Cove Lift Station Rehabilitation	TBD	2,500,000
CC Secondary Bio., Clarification and Solids Handling	15094-S	13,780,000
CC Wastewater Ponds - Solids Removal and Disposal		1,000,000
<b>Subtotal</b>		<b>93,068,038</b>

<b>Total</b>	<b>201,110,863</b>
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<b>Total Five-Year CIP Budget</b>		<b>Draft Budget</b>	<b>Final Budget</b>	<b>Variance</b>
<b>Wastewater Projects</b>				
LC Biolac, Clarifier & UV Improvements	15097	19,090,000	5,500,000	(13,590,000)
Huckleberry Lift Station Improvements		1,123,038	1,123,038	-
West Point / Wilseyville Consolidation Project	15091	5,000,000	5,000,000	-
Arnold Secondary Clarifier & WWTP Improvements	15095	10,500,000	7,850,000	(2,650,000)
FM UV Disinfection System Replacement	15106	300,000	300,000	-
Arnold Lift Station 2 & 3 Rehabilitation	TBD	5,000,000	500,000	(4,500,000)
CC Lift Station 6, 8 & Force Main Bypass	15076	3,000,000	3,000,000	-
CC Lift Station 15 & 18 Rehab/Replacement	15080	3,100,000	3,100,000	-
CC Tertiary, DAF & UV Improvements	15094	9,500,000	1,746,190	(7,753,810)
CC Pond 6 Dam Raise	15112	11,000,000	4,343,810	(6,656,190)
CC Lower & Upper X-Country Gravity Sewer & Force Main		5,000,000	1,000,000	(4,000,000)
Collection System Rehab and I&I Mitigation	15109	1,800,000	700,000	(1,100,000)
Vallecito WWWTP System Improvements	15111	100,000	-	(100,000)
Wallace Treatment Plant Renovations	15087	75,000	-	(75,000)
La Contenta Spray Fields	15101	1,200,000	-	(1,200,000)
Copper Cove Lift Station Rehabilitation	TBD	2,500,000	-	(2,500,000)
CC Secondary Bio., Clarification and Solids Handling	15094-S	13,780,000	-	(13,780,000)
CC Wastewater Ponds - Solids Removal and Disposal		1,000,000	-	(1,000,000)
<b>Subtotal</b>		<b>93,068,038</b>	<b>34,163,038</b>	<b>(58,905,000)</b>

<b>Total</b>	<b>201,110,863</b>	<b>85,335,863</b>	<b>(115,775,000)</b>
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Director Davidson asked about the current capacity of the La Contenta Wastewater system. Damon Wyckoff addressed the needs of the facility.

Damon Wyckoff reviewed each of the projects in detail and the risk of deferring each of them. He detailed the Wallace Tanks project and the Big Trees Pump Stations 4 & 5 Replacement.

**RECESS** was called at 2:42 p.m. **SESSION RESUMED** at 2:51 p.m.

Damon Wyckoff continued with detailing the Jenny Lind A, B, E, & F Rehabilitation Project.

There was significant discussion between staff and the Board regarding the impact of deferring the projects on the list. He then discussed the La Contenta Clarifier & UV Improvements and the Huckelberry Lift Station Improvements on the wastewater CIP.

Habib Isaac presented the impact of deferring the projects on the list on the rate increase percentages.

Revenue Adjustments: Water

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Proposed	22%	18%	16%	16%	15%
Adjusted	22%	12%	13%	13%	13%

Revenue Adjustments: Wastewater

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Proposed	14%	14%	14%	14%	3%
Adjusted	12%	12%	12%	12%	5%

Director Secada asked about other items besides projects that were cut from the budget.

Director Thomas asked about adding grants to the projections to lower the rate adjustments and the possibility of adopting only three years instead of five. Mr. Isaac stated grants should not be added to the plan as they are not guaranteed and recommended adopting all five years. He stated each year at the time of adopting the new rates, the Board can re-evaluate and possibly adopt less.

Mr. Minkler added that whatever rates are adopted at the hearing next week would be the maximum rate increase and the Board could adopt less each year without going through the Proposition 218 process again. He mentioned that the CCWD Board has done that in past years.

The Board asked Habib Issac about the annual updates offered by IB Consulting and he described the work effort and cost of an annual update if needed. He also explained that after the Cost-of-Service Study, the District now owns the rate model and District staff can update annually as well.

Director Secada stated she would like to see spending freezes at the District if these rates are implemented. She addressed items she thought could be reduced to help lower the budget.

Mr. Minkler pointed out that the District has absorbed cost increases over the last few years by cutting the budgets and finding cost savings wherever possible.

Director Thomas said he thinks the cost of construction is going back down and hopes the projects listed will not end up costing as much as planned. He wants to ensure if there are cost savings, they can be used to lower rates and not be used to fund other repairs. Mr. Minkler stated that a cost and benefit analysis would have to be done at the time to determine the best use of the funds.

**PUBLIC COMMENT:**

Marty Crane addressed the Board regarding the proposed rates, gave kudos to the hard work of staff, and addressed the growth in Valley Springs.

Francisco de la Cruz addressed the Board regarding the need for performance metrics at the District.

Pat Roy stated ratepayers understand the need for a rate increase, but everyone is dealing with so many increases such as fire insurance, gas, groceries, and PG&E. He also asked about the process of counting the Prop 218 protest letters.

Stephanie from Valley Springs asked about the District's reserve accounts.

A member of the public asked about cutting office staff wages.

Mark from Arnold asked if projects are done with internal staff or contractors, purchasing leverage, and District culture.

Robbin Danfelt asked about adding potential grant funds into the rate study.

Ralph Copeland stated his concern that Copper Cove Transmission line Zone B & C is for future growth without any financial impact to the developer.

Hillary from Copperopolis asked about the California Air Resources Board Clean Fleet rule and what members of the public can do to help.

Bruce Miller addressed the Board regarding debt service, water usage, and his belief that if grant funding is acquired, projects would be moved forward in the CIP list before lowering rates.

Mr. Minker and Director Ratterman addressed the transparency of the process of counting the protest letters. There is a list available of all the letters received and counted which includes any invalid letters with reasons why they are invalid. The letters that come in at the rate hearing will be counted in the boardroom up until the end of the Public Hearing.

A member of the public asked about the rate comparisons and how many customers are on fixed incomes.

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

Director Secada asked for an update on the CAP Program, Scholarship Program, Blue Lake Springs, Metrics, a Dashboard, and projected grant income scenarios.

Director Thomas responded to a public comment stating that growth is good for the County.

Director Davidson stated the PowerPoint presented by the District at the Town Hall meetings is very well done and has all the information everyone needs to understand the “why” of the rate increase.

Director Underhill stated she is also a ratepayer and takes this decision very seriously.

Director Ratterman thanked everyone for the decorum at this meeting.

**5. NEXT BOARD MEETINGS**

- **Wednesday, September 13, 2023, 5:30 p.m., Public Hearing**
- Wednesday, September 27, 2023, 1:00 p.m., Regular Board Meeting

**6. ADJOURNMENT**

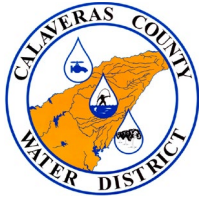
With no further business, the meeting adjourned at approximately 5:22 p.m.

By:

ATTEST:

\_\_\_\_\_  
Michael Minkler  
General Manager

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk to the Board



## MINUTES

### CALAVERAS COUNTY WATER DISTRICT SPECIAL BOARD MEETING

SEPTEMBER 13, 2023

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

Staff Present: Michael Minkler, General Manager  
Matt Weber Esq, General Counsel  
Rebecca Hitchcock, Clerk to the Board  
Kelly Richards, Business Services Manager  
Kate Jesus, Human Resources Technician  
Damon Wyckoff, Director of Operations  
Jeff Meyer, Director of Administrative Services  
Jesse Hampton, Plant Operations Manager  
Kelly Gerkenmeyer, Water Resources Specialist  
Dylan Smith, IT Technician

Others Present: Habib Isaac, IB Consulting  
Approximately 150 members of the public on premises  
Approximately 230 members of the public online

### ORDER OF BUSINESS

#### CALL TO ORDER / PLEDGE OF ALLEGIANCE

##### 1. ROLL CALL

President Ratterman called the Regular Board Meeting to order at 5:31 p.m. and led the Pledge of Allegiance. All Directors were present.

##### 2. PUBLIC COMMENT

Carlos Stoughton addressed the Board to thank the Board and staff for their hard work.

A member of the public addressed the Board requesting that the District be more transparent.

**RECESS** was called due to technical difficulties at 5:36 p.m. **SESSION RESUMED** at 5:47 p.m.

President Ratterman opened the Public Hearing at 5:47 p.m.

### 3. PUBLIC HEARING

President Ratterman reviewed the process of the public hearing.

- In order to be counted, written protest letters must be submitted to the Board Clerk before the close of this public hearing.
- For the protest to be successful, 50% + 1 of impacted property owners must submit a verified protest.
  - For water, that is 6,690 protests (Current count is 3560)
  - For wastewater, that is 2,511 protests (Current count is 1526)
- After the public hearing is closed, we will take a short break to allow the Board Clerk to count the protests, and the updated count will be announced.
- For anyone who would like to check on the receipt of their protest letter, there is a staff person available at the customer service counter or you can email customer service for confirmation.
- For those wishing to make public comment, line up behind the podium to speak.
- For those wishing to make public comment online, use the raise hand function and you will be called on after comments in the room have concluded.

#### **PROPOSED WATER AND WASTEWATER RATE ADJUSTMENTS**

- Presentation
- Open Public Hearing
- Receive Public Comments/Questions
  - Limit one comment per person and 3 minutes per comment
- Close Public Hearing
- Board of Directors Discussion/Action Regarding Adoption of Proposed Water and Wastewater Rates

**ORD 2023-01**

**Discussion:** Jeffrey Meyer stated as an independent Special District, CCWD must establish rates adequate to support its operations and infrastructure. This rate study, under the guidelines of Proposition 218, was performed by IB Consulting, Inc., which includes Habib Isaac, Andrea Boehling, and Lauren Demine. It is common practice in the water industry to use expert consultants for rate studies. The rate study identified funding deficiencies in the District's water and wastewater operations. These deficiencies necessitate increasing both water and wastewater rates. The Board reviewed the requirements and various rate design proposals, provided feedback, and at the July 12, 2023, Board meeting, directed staff to proceed with the proposed five-year water and wastewater rate model. The proposed rates were provided to customers via Prop 218 notices that were mailed to every property owner on July 27, 2023.

Since October 2022, the District has held fourteen publicly noticed Finance Committee and Board meetings to address the funding requirements for the District's water and wastewater services. There were three town hall meetings earlier this year where we discussed the need for rate increases and encouraged people to participate in our finance committee and board meetings. There were also three town hall meetings after the Prop 218 notices were mailed, in addition to numerous social media posts, and many other meetings and public outreach efforts.

At the September 6<sup>th</sup> Board meeting, at the request of the Board, staff submitted their review of the proposed rate study to see if there were ways to reduce the proposed rate increases. The review concluded that rate reductions tied to operations were not feasible. Therefore, any changes would have to come from deferring CIP projects funded in whole or in part by new rate revenues. Staff identified five possible CIP projects for deferral, which were:

- Wallace Water Tank Replacement - \$1.5 million
- Jenny Lind Tanks A, B, E & F Rehabilitation - \$1.5 million
- Big Trees Pump Stations 4&5 Replacement – \$2.1 million
- LC Biolac, Clarifier & UV Improvements – \$813,096
- Huckleberry Lift Station Improvements - \$854,498

He explained the deferral of these projects does lower the proposed water and wastewater rate increases, for which Habib Isaac will provide more information.

He reviewed the protest letter requirements previously described by President Ratterman.

Habib Issac from IB provided a PowerPoint presentation (attached) on the current financial position of the District and the proposed rates.

Michael Minkler, General Manager, addressed the Board and those in attendance regarding the reasons behind the District’s need to raise rates. He addressed the cost increases the District has faced including the construction cost on critical infrastructure projects which have doubled and tripled in some cases. The Capital Improvement Plan (CIP) was reduced to \$92 million including only the most critical infrastructure projects. Thanks to strict review of the District’s budget by the Board, the budget is now very lean without jeopardizing our operational readiness. He stated that at the last Board meeting on September 6<sup>th</sup> the Board had asked for a reduced CIP alternative which further reduced the rate increases in the final two years. He emphasized that the first three years of the proposed increase are very important due to the current financial situation at the District. The budget is already lean, and salaries and benefits are rigorously evaluated to try to keep up with competitors. He added that the District has very talented staff that are able to do the critical work that is necessary to serve our communities despite all the complexities of the budget and regulatory compliance burdens. Rates are the District’s primary source of revenue, so it is necessary to raise rates to meet those costs. He added that in the water industry, it is not an option to cut service and leave hydrants uncharged. The District is working on ways to increase the amount of assistance it can provide to low-income customers, but water agencies have very limited tools to address the affordability crises people are facing. CCWD is committed to working with other local partners to connect customers in need with resources that are available and will do everything it can to bring in outside sources of funding for infrastructure projects to take the pressure off rates.

**PUBLIC COMMENT**

The following members of the public voiced opposition to the proposed rate increase:

Patrick Roy, Valley Springs  
 Maryann Mackabee, Murphys  
 Donna Hennell, Copperopolis  
 Carlos Stoughton, West Point  
 Karen Turner, Copperopolis  
 Jessica Piper, West Point  
 Eric Katz, West Point  
 Collen Dougherty, Valley Springs  
 Sheryl Mcquinn Harper, West Point  
 William Edson, Valley Springs  
 Bob Slagle, Dorrington  
 Tim, Valley Springs  
 Christopher Butner, Murphys  
 Chris Dahlgren, Valley Springs  
 Dan Jackson, Valley Springs

A Valley Springs Resident  
 Matt LaCray, Valley Springs  
 Mary Beth, Valley Springs  
 Tom Borth, Copperopolis  
 Hung Mae, Valley Springs  
 Regina Pertain, Copperopolis  
 Alida Schoonover, West Point  
 Hurk, Valley Springs  
 Joseph Zehrunge, Valley Springs  
 Winston Ta, Valley Springs  
 Steve Baum, Valley Springs  
 Elaine St. John, Copperopolis  
 Willow from West Point  
 Doug McAbee  
 Lonny Bubak, Valley Springs



Rick Torres, Wallace  
Donna Magnuson, Copperopolis  
Chris Miller, Valley Springs  
Martin Huberty, District 3 Supervisor  
Mark Deal, Valley Springs  
Linda Tywoniak, Arnold

Peggy  
Megan Fiske, Calaveras Planning Commission  
Sue Martinez  
Aaron, Valley Springs  
Ben Stopper, District 5 Supervisor  
Rachel Weiss

President Ratterman closed the Public Hearing at 8:11 p.m.

**RECESS** was called at 8:11 p.m. **SESSION RESUMED** at 8:24 p.m.

At this time Michael Minkler, General Manager announced the tally of protest letters received: **WATER CUSTOMERS:** Prior to the opening of the Public Hearing, there were 3560 protest letters received and verified equaling 27.4% of the total 13,007 water customers. An additional 151 presumed letters were received at the public hearing but not verified, which totaled 3711 and equaled 28.5%.

**WASTEWATER\_CUSTOMERS:** Prior to the opening of the Public Hearing, there were 1,526 protest letters received and verified equaling 30.4% of the 5,020 wastewater customers. An additional 151 presumed letters were received at the public hearing but not verified, which totaled 1,677 and equaled 33.4%. There were not enough protest letters received to stop the proceedings.

He addressed concerns about the protest counting process. Even if a protest letter comes in and it did not specify if it was water or wastewater, staff verified the account and would count the protest according to the service. If a customer had both water and wastewater services, they would be counted as such.

Habib Issac responded to some of the comments from the public comment period. He stated that IB Consulting does not do any financial work for the District and specializes in rate studies.

Michael Minkler responded to a list of items from the public comment period.

1. CCWD is a non-profit public agency.
2. The Capital Improvement Plan that was submitted to IB Consulting in October 2022 was approximately \$200 million and was reduced to approximately \$92 million during the rate study process, which was included in the Prop 218 proposal. The further reduction in CIP of roughly \$8 million happened on September 6 in efforts to reduce the increases in rates.
3. The salaries and benefits budget did not increase \$1.4 million in one year. He clarified that the first year shows the actual budgeted amount compared to the actual expenditure amount. The actuals were much lower than the budget due to employee turnover and vacancies which is why it appears to be a large increase.
4. It would be impossible to pay as you go for infrastructure projects. The District does finance many of the larger projects. The debt service ratio requirement from lenders is 125% and the District will be at 125% if the first-year rate increase is approved. If the increase is not implemented, the District will fall below that threshold and it will impact the ability to finance projects.
5. Growth and grants are not assumed because they are not guaranteed. This is a conservative approach to budgeting to avoid financial difficulties if growth or grants do not come to fruition.
6. Prop 218 allows for tenants to protest if they are ultimately liable for the bill. CCWD's agreements are with the landowner and the landowner is ultimately responsible for any unpaid bills. If a tenant leaves with unpaid bills, the District has no recourse against the tenant which is why the agreements are solely with the landowner.
7. He stated there are not enough resources available for low-income residents and the District is advocating for those programs. CCWD does have a small Customer Assistance Program

(CAP) to assist low-income households funded by non-rate revenue. But water agencies are very limited in what they can do to assist low-income ratepayers.

8. The District does not provide raises to retirees.
9. Protest letters were not counted as invalid for not being addressed to the Clerk to the Board.
10. He stated the District had already delayed the rate increase from June to October in efforts to reduce the budget and CIP.
11. Every year, the budget is evaluated and If growth or grants are realized, the Board has the discretion to adopt less and have done so in the past.

### **Board Discussion:**

Director Secada stated she heard everyone's concerns and would be open to postponing the increase. She said the only way she would be on board for an increase would be only adopting the first two years and re-evaluating in year two for the remaining years which would include the actual growth and grants received.

Director Davidson reminded everyone there are two proposals with the project reduction from the meeting last week. He stated the original plan was 22%, 18%, 16%, 16%, 15% and the alternative is 22%, 12%, 13%, 13%, 13%. He discussed the importance of the projects on the CIP, especially in Rancho Calaveras. He would like to make a motion to change the water increases to 22%, 12%, 13%, 7%, 7%. He said the lower rates in the fourth and fifth years allows for the financial circumstances to change and possibly the Board would not need to raise those full amounts without having to go through the entire Prop 218 process again.

Director Underhill would like to see the first year reduced from 22% to 18%. She stated that she will be affected by the new rates also.

Director Thomas stated there was no way the Board could have known the financial crisis would happen, and the District would end up with such cost increases. He stated the Board takes their responsibilities very seriously. He said was going to propose to only adopt three years of increases and do another Prop 218 in year three.

Director Ratterman stated he feels the economic hardship is being put on customers with these rates. He stated the District will get grants and will have more growth but there is still so much financial uncertainty. He discussed the proposal made by Director Davidson and said he is in agreement with that proposal.

**MOTION: Directors Secada/Underhill-Adopt Amended Ordinance 2023-01  
Approving and Setting the following Monthly Water and  
Wastewater Increases**

**Water Base Rates: Year 1 = 22% and Year 2 = 12%  
Water Rates: Year 1 = 12% and Year 2 = 12%**

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

The above motion failed to pass. After some further discussion, the following action was taken:

**MOTION: Directors Davidson/Thomas-Adopt Amended Ordinance 2023-01 Approving and Setting the following Monthly Water and Wastewater Increases**

**Water Base Rates: Year 1 = 22%; Year 2 = 12%; Year 3 = 13; Year 4 = 7%; and Year 5 = 7%**

**Water Rates: Year 1 = 12%; Year 2 = 12%; Year 3 = 12; Year 4 = 6%; and Year 5 = 5%**

Director Davidson said he would like the District to be able to plan for the projects and two years is not enough to plan for these large infrastructure projects. After further discussion, roll was taken.

**AYES: Directors Thomas, Davidson, and Ratterman**

**NOES: Directors Secada and Underhill**

**ABSTAIN: None**

**ABSENT: None**

**4. REPORTS**

4a General Manager's Report  
(Michael Minkler)

Mr. Minkler had nothing additional to report.

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

There were no additional comments from the Board.

**6. NEXT BOARD MEETINGS**

- Wednesday, September 27, 2023, 1:00 p.m., Regular Board Meeting
- Wednesday, October 11, 2023, 1:00 p.m., Regular Board Meeting

**7. ADJOURNMENT**

With no further business, the meeting adjourned at approximately 9:20 p.m.

By:

ATTEST:

\_\_\_\_\_  
Michael Minkler  
General Manager

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk to the Board

# Calaveras County Water District

*Public Hearing*

**September 13**



# Water Enterprise

**Long-Term Financial Plan**



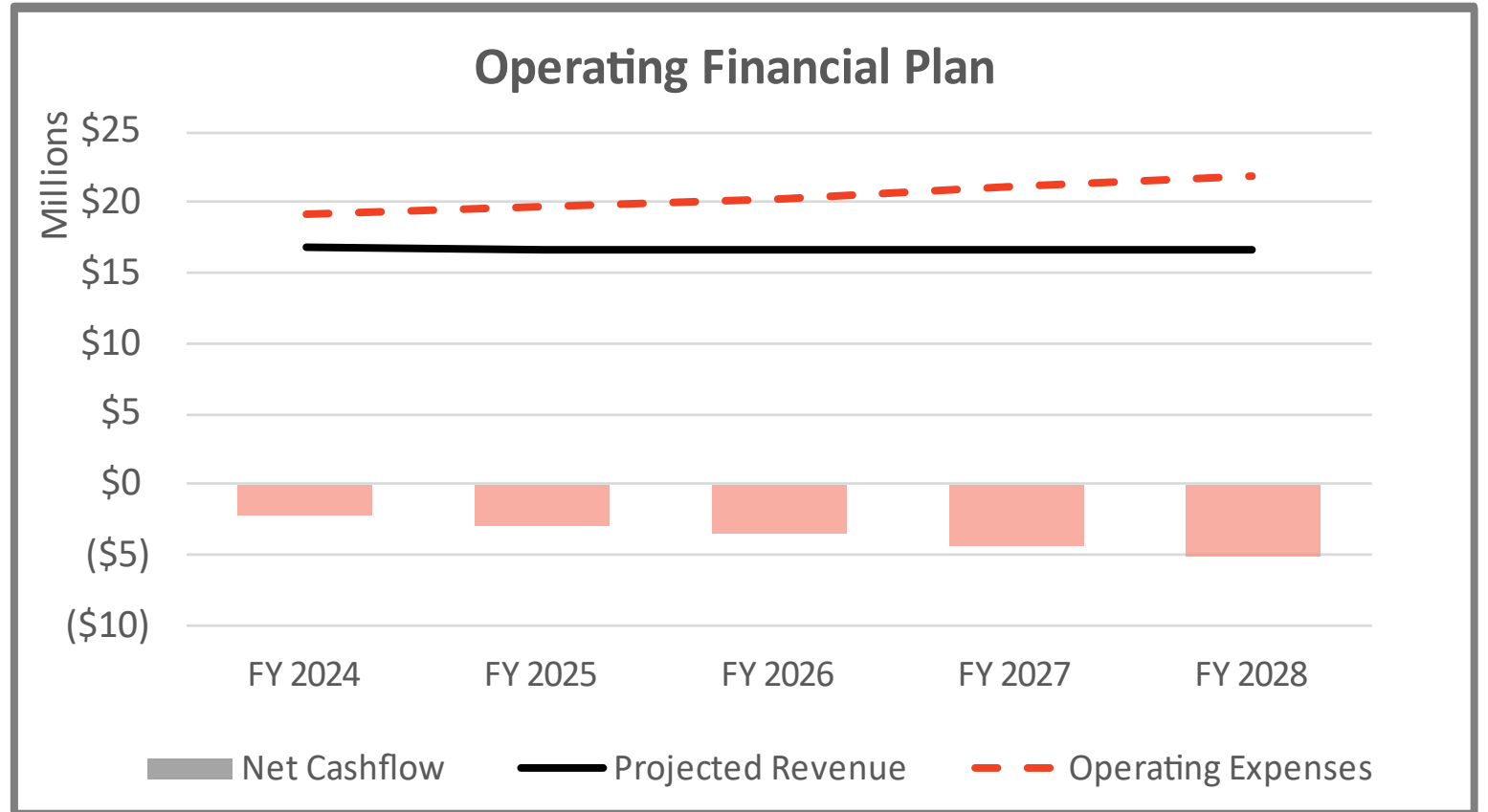
Calaveras County  
Water District

# Current Financial Position

## At Existing Rates

### Financial Plan Metrics

- Generate Positive Net Income
- Comply with Debt Covenants
- Sufficiently Fund Capital Needs
- Meet Reserve Targets



# Financial Position

## Water at Current Rates

### Results From Review

- Requires revenue increases each year
  - Eliminate ongoing operating deficit over the planning period
  - Satisfy debt coverage of 125%
  - Maintain water system by addressing certain repair and replacement projects
  - Replenish and maintain healthy reserves

# Final Proposed Water Financial Plan

**FY 2024 – FY 2028**

Revenue Adjustments:

FY 2024 – FY 2028: 22%, 18%, 16%, 16%, 15%

## Financial Plan Key Components

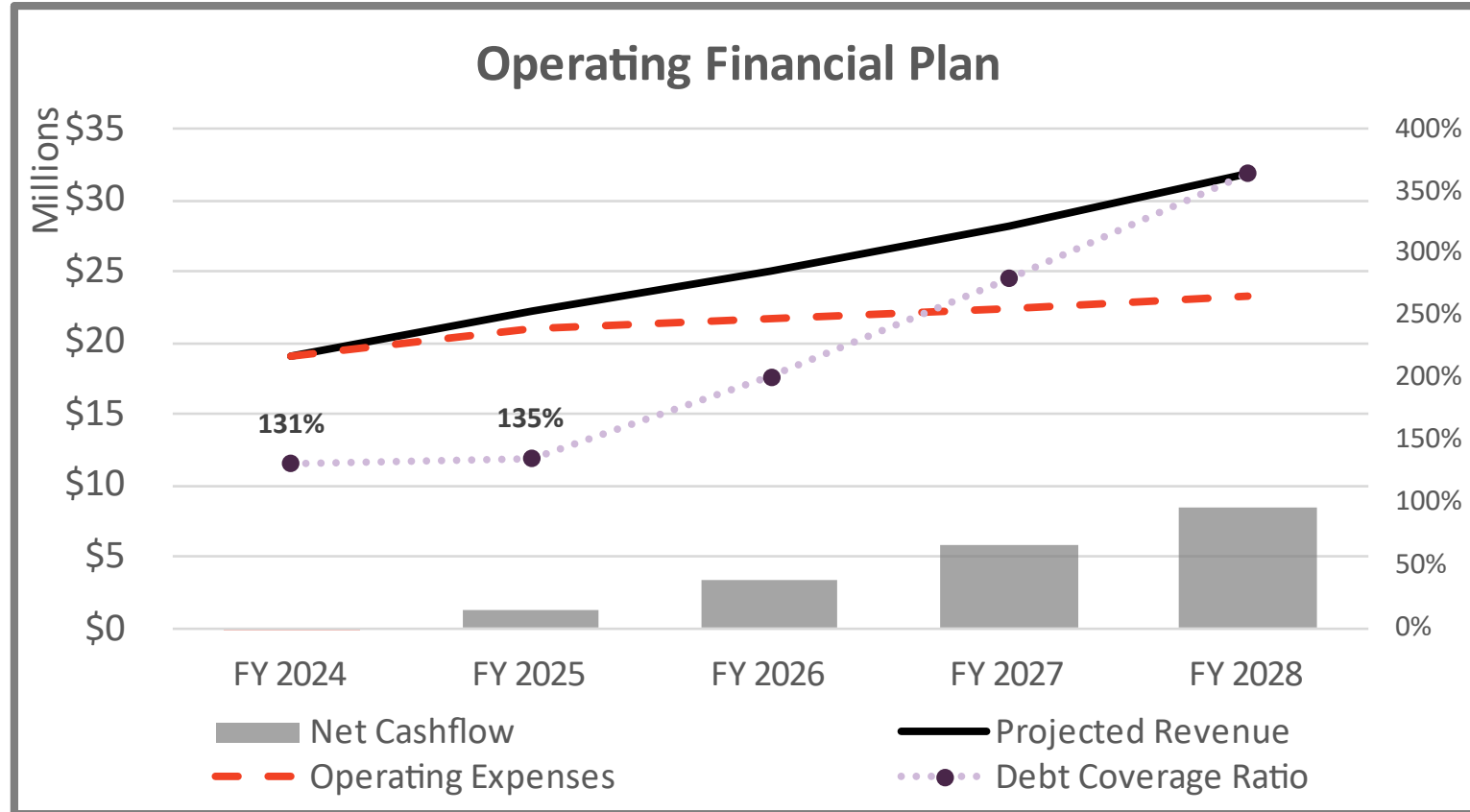
### ➤ Satisfy Debt Coverage of 125%

- Uses Rate Stabilization Reserve to buydown debt
- \$520k to principal buydown
- FY 2024 coverage at 131%

### ➤ Generate positive net income

### ➤ Capital Improvement Plan

- Adjusted project timing over 5 years
- Proposed Debt issue in FY 2025
  - \$16.5M to cover capital spending





# Proposed Five-Year Fixed Charge Schedule

**FY 2024 – FY 2028**

<b>Base Fixed Meter Charges (\$/Bi-Month)</b>							
<b>Meter Size</b>	<b>Number of Accounts</b>	<b>Current Fixed</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
5/8"	13,231	\$120.35	\$136.03	\$160.52	\$186.21	\$216.01	\$248.42
3/4"	3	\$180.53	\$191.20	\$225.62	\$261.72	\$303.60	\$349.14
1"	79	\$300.89	\$301.54	\$355.82	\$412.76	\$478.81	\$550.64
1 1/2"	23	\$601.77	\$577.39	\$681.33	\$790.35	\$916.81	\$1,054.34
2"	21	\$962.83	\$908.41	\$1,071.93	\$1,243.44	\$1,442.40	\$1,658.76
3"	2	\$1,925.66	\$1,791.13	\$2,113.54	\$2,451.71	\$2,843.99	\$3,270.59

# Proposed Five-Year Variable Rate Schedule

**FY 2024 – FY 2028**

<b>Variable Rates (\$/HCF)</b>							
<b>Customer</b>	<b>Current</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	
Residential							
Tier 1	\$1.17	\$2.07	\$2.45	\$2.85	\$3.31	\$3.81	
Tier 2	\$1.22	\$2.25	\$2.66	\$3.09	\$3.59	\$4.13	
Tier 3	\$1.68	\$2.49	\$2.94	\$3.42	\$3.97	\$4.57	
Tier 4	\$1.90	N/A	N/A	N/A	N/A	N/A	
Non-Residential	\$1.57	\$2.29	\$2.71	\$3.15	\$3.66	\$4.21	
Irrigation	\$1.91	\$2.27	\$2.68	\$3.11	\$3.61	\$4.16	

# Wastewater Enterprise

Long-Term Financial Plan



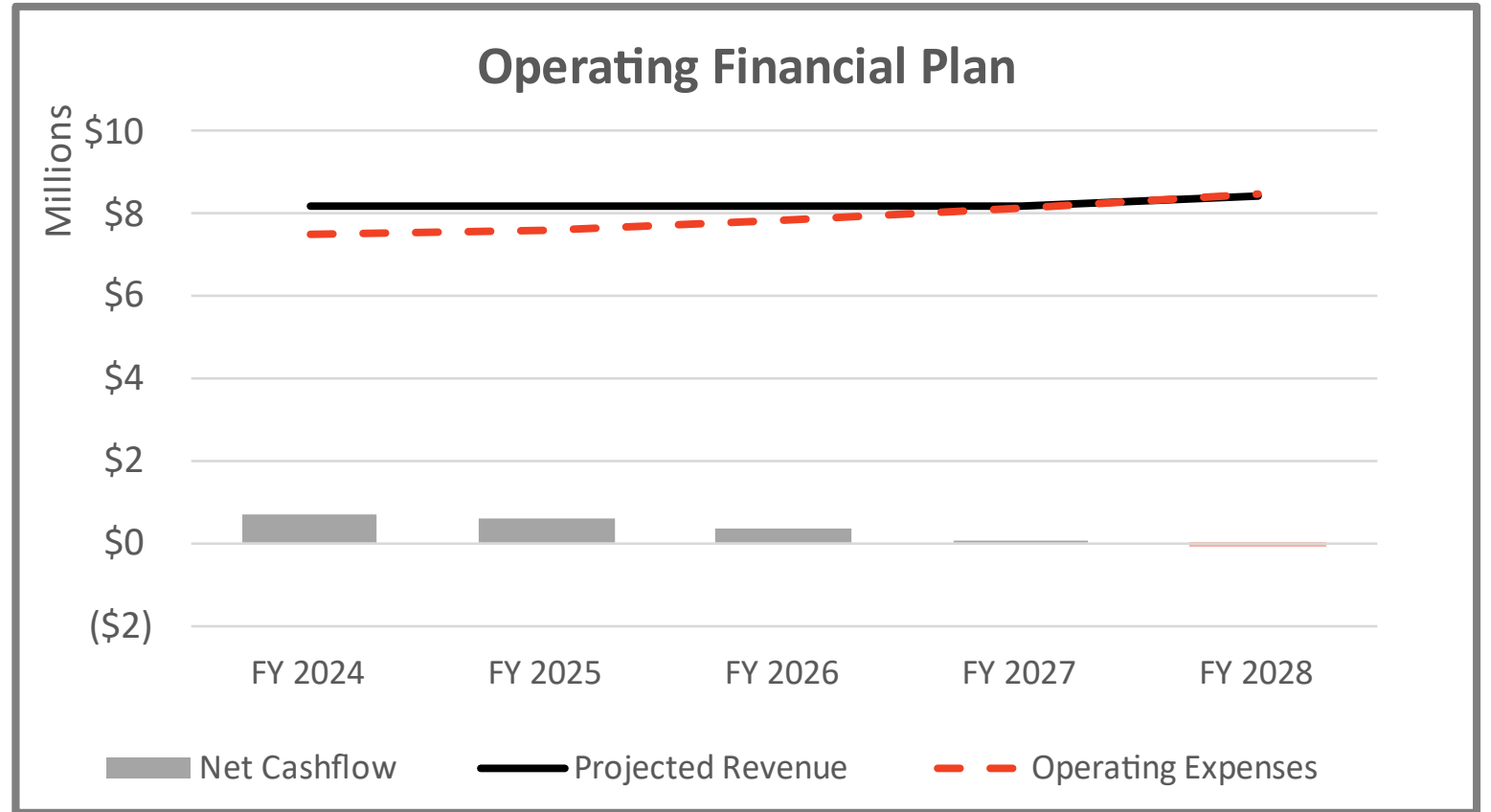
Calaveras County  
Water District

# Current Financial Position

## Wastewater Enterprise

### Financial Plan Metrics

- Generate Positive Net Income
- Comply with Debt Covenants
- Sufficiently Fund Capital Needs
- Meet Reserve Targets



# Financial Position

## Wastewater at Current Rates

### Results From Review

- Net income decreasing each year
- Reserves below the minimum requirements
- At existing rates, reserves would be used to cover capital expenses
  - Not sustainable long-term
  - Reserves already below minimum requirements
  - Reserves depleted in FY 2025

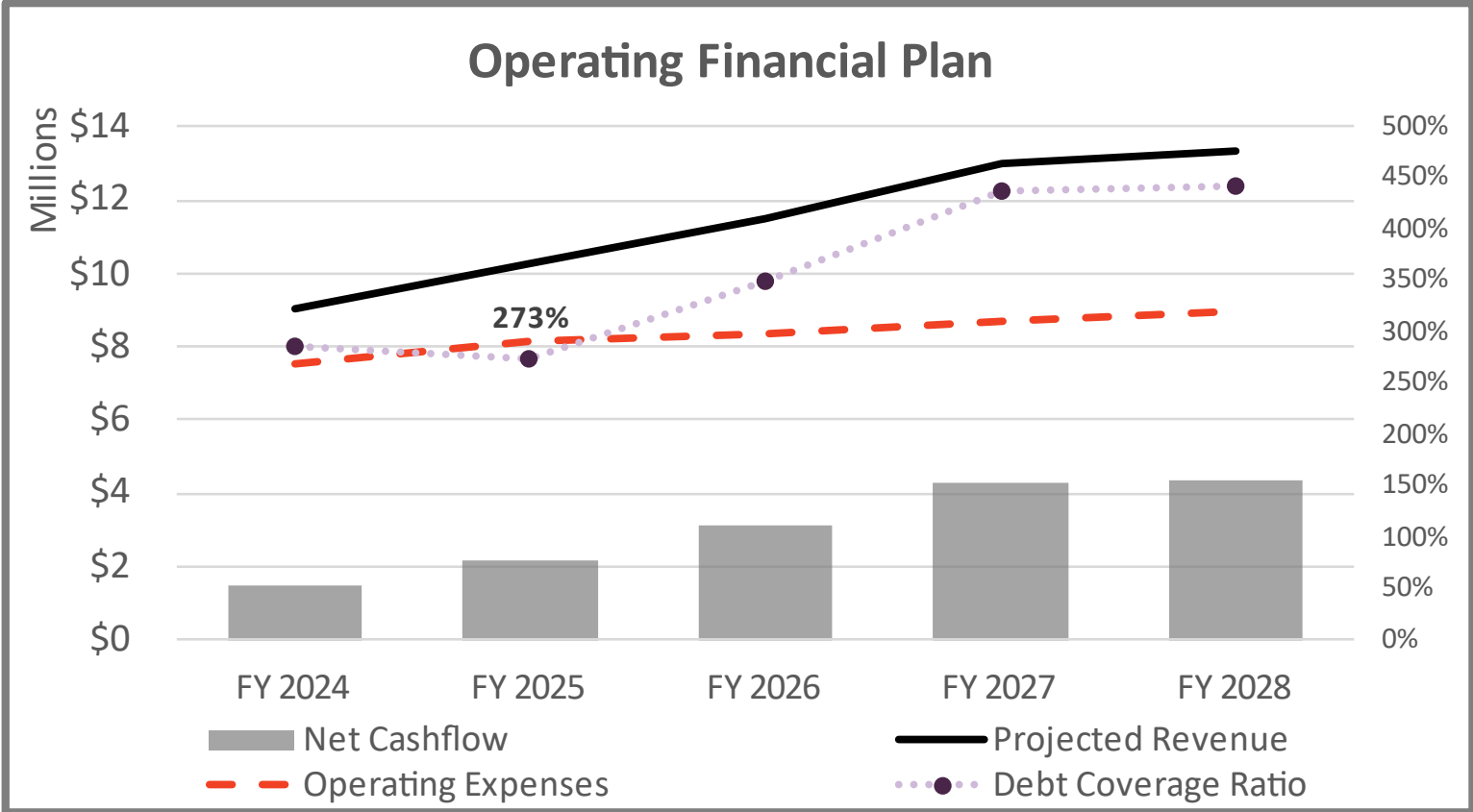
# Proposed Wastewater Financial Plan

**FY 2024 – FY 2048**

Revenue Adjustments:  
 FY 2024 – FY 2028: 14%, 14%, 14%, 14%, 3%

## Proposed Financial Plan

- Positive Net Income
- Fully fund capital needs
  - \$35.8M over the next 5 years
- Issue debt to fund short-term capital
  - Allows rates to increase over time and transition to PAYGO funding
  - \$6M in FY 2024-25
  - Ensure ongoing debt coverage
- Meets Reserve during planning period



# Proposed Five-Year EDU Charge Schedule

**FY 2024 – FY 2028**

<b>Total Fixed Charges (\$/Bi-Month/EDU)</b>							
<b>Customer Class</b>	<b>EDUs</b>	<b>Current</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
Residential	4,711	\$210.63	\$239.39	\$272.90	\$311.09	\$354.64	\$365.26
Non-Residential	735	\$206.18	\$239.39	\$272.90	\$311.09	\$354.64	\$365.26

*\*EDU = Equivalent Dwelling Unit*

Attachment:  
Presentation from Meeting

# Requested Option by the Board

**Deferred CIP - Water and Wastewater**



Calaveras County  
Water District



# Water Fixed Charge Comparison

## FY 2024 – FY 2028

### IB Consulting Recommended Rates

Total Fixed Meter Charges (\$/Bi-Month)						
Revenue Adjustment:		22.0%	18.0%	16.0%	16.0%	15.0%
Meter Size	Accounts	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
5/8"	13,231	\$136.03	\$160.52	\$186.21	\$216.01	\$248.42
3/4"	3	\$191.20	\$225.62	\$261.72	\$303.60	\$349.14
1"	79	\$301.54	\$355.82	\$412.76	\$478.81	\$550.64
1 1/2"	23	\$577.39	\$681.33	\$790.35	\$916.81	\$1,054.34
2"	21	\$908.41	\$1,071.93	\$1,243.44	\$1,442.40	\$1,658.76
3"	2	\$1,791.13	\$2,113.54	\$2,451.71	\$2,843.99	\$3,270.59

### Deferred CIP Rates

Total Fixed Meter Charges (\$/Bi-Month)						
Revenue Adjustment:		22.0%	12.0%	13.0%	13.0%	13.0%
Meter Size	Accounts	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
5/8"	13,231	\$136.03	\$152.36	\$172.17	\$194.56	\$219.86
3/4"	3	\$191.20	\$214.15	\$241.99	\$273.45	\$309.00
1"	79	\$301.54	\$337.73	\$381.64	\$431.26	\$487.33
1 1/2"	23	\$577.39	\$646.68	\$730.75	\$825.75	\$933.10
2"	21	\$908.41	\$1,017.42	\$1,149.69	\$1,299.15	\$1,468.04
3"	2	\$1,791.13	\$2,006.07	\$2,266.86	\$2,561.56	\$2,894.57

\* FY 2024 rates are impacted by the revenue adjustment and the updated cost-of-service analysis

# Water Variable Rate Comparison

## FY 2024 – FY 2028

### IB Consulting Recommended Rates

#### Variable Rates (\$/HCF)

Revenue Adjustment: 22.0% 18.0% 16.0% 16.0% 15.0%

Customer Class	Tier Definitions (HCF)	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential						
Tier 1	0 - 15	\$2.07	\$2.45	\$2.85	\$3.31	\$3.81
Tier 2	15.01 - 30	\$2.25	\$2.66	\$3.09	\$3.59	\$4.13
Tier 3	>30	\$2.49	\$2.94	\$3.42	\$3.97	\$4.57
Tier 4		N/A	N/A	N/A	N/A	N/A

### Deferred CIP Rates

#### Variable Rates (\$/HCF)

Revenue Adjustment: 22.0% 12.0% 13.0% 13.0% 13.0%

Customer Class	Tier Definitions (HCF)	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential						
Tier 1	0 - 15	\$2.07	\$2.32	\$2.63	\$2.98	\$3.37
Tier 2	15.01 - 30	\$2.25	\$2.52	\$2.85	\$3.23	\$3.65
Tier 3	>30	\$2.49	\$2.79	\$3.16	\$3.58	\$4.05
Tier 4		N/A	N/A	N/A	N/A	N/A

\* FY 2024 rates are impacted by the 22% revenue adjustment and the updated cost-of-service analysis

\*\* Tiered allotments were adjusted, previous tiers (in HCF) were T1 = 10; T2 = 10.01 – 60; T3 = 60.01 – 120; T4 > 120

# Wastewater EDU Charge Comparison

## FY 2024 – FY 2028

### IB Consulting Recommended Rates

	14.0%	14.0%	14.0%	14.0%	3.0%
Total Fixed Charges (\$/Bi-Month/EDU)					
Customer Class	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential	\$239.40	\$272.92	\$311.13	\$354.69	\$365.34
Non-Residential	\$239.40	\$272.92	\$311.13	\$354.69	\$365.34

\*EDU = Equivalent Dwelling Unit

### Deferred CIP Rates

	12.0%	12.0%	12.0%	12.0%	5.0%
Total Fixed Charges (\$/Bi-Month/EDU)					
Customer Class	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential	\$235.21	\$263.44	\$295.06	\$330.47	\$347.00
Non-Residential	\$235.21	\$263.44	\$295.06	\$330.47	\$347.00

\* FY 2024 rates are impacted by the revenue adjustment and the updated cost-of-service analysis

**Habib Isaac**

IB Consulting

Principal | Managing Partner

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**Andrea Boehling**

IB Consulting

Principal | Managing Partner

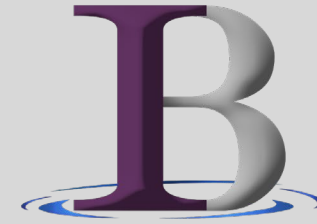
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Sr. Consultant

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C O N S U L T I N G

3b

A G E N D A  
I T E M

3b

# Agenda Item

DATE: November 15, 2023  
TO: Michael Minkler, General Manager  
FROM: Rebecca Hitchcock, Clerk to the Board  
RE: Approval of Cell Tower Lease Agreement

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ to adopt Resolution No. 2023-\_\_\_\_ Approving Additional Ground Space Lease Agreement Between Calaveras County Water District and New Cingular Wireless PCS, LLC.

## SUMMARY

T-Mobile Communications and AT&T Mobility Corporation (*New Cingular Wireless PCS, LLC*) have requested to co-locate equipment on the existing Verizon Cellular Tower located on District at the West Point Water Treatment Plant. The existing cellular tower was initially designed to allow for two carries to be installed on the same monopole. The existing contract with Verizon allows for the sub-lease of empty space on the existing monopole to another carrier.

Staff has determined that there is adequate real estate at West Point Water Treatment Plant for the secondary carrier to install ground equipment and a standby generator adjacent to the existing Verizon equipment.

This lease was previously approved by the Board back in July of 2022 but total agreement on the terms failed until now. Legal Counsel reviewed the initial lease agreement from AT&T Mobility (*New Cingular Wireless PCS, LLC*) and came to terms of \$1,200/month for the first 5 years and escalates 7.5% upon each additional 5-year extension.

Staff believes the proposed lease terms are equitable for additional space and would generate additional revenue for the District over time. The new equipment will be 5G Technology, RF emission studies will be completed to ensure exposure is below FCC thresholds.

*Attachments: A. Resolution No. 2023-\_\_\_\_. Approving Additional Ground Space Lease Agreement Between Calaveras County Water District and New Cingular Wireless PCS, LLC.  
B. New Cingular Wireless PCS, LLC. Ground Space Lease Agreement*

**RESOLUTION NO. 2023-**

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

**APPROVING ADDITIONAL GROUND SPACE LEASE AGREEMENT BETWEEN  
CALAVERAS COUNTY WATER DISTRICT  
AND  
NEW CINGULAR WIRELESS PCS, LLC**

**WHEREAS**, the Calaveras County Water District (CCWD) owns property located in West Point (APN 008-025-032) known as the West Point Water Treatment Plant Site; and

**WHEREAS**, New Cingular Wireless PCS, LLC. is requesting to co-locate equipment on the existing Verizon Cellular Tower which is designed to allow for two carriers; and

**WHEREAS**, the existing contract with Verizon allows for the sub-lease of the empty space on the existing monopole to another carrier for an additional monthly fee to the District which does not include the lease of additional ground space for equipment required by the second carrier; and

**WHEREAS**, CCWD has determined that there is adequate space on the property, as further described in the Additional Ground Space Lease Agreement, Exhibit 1 Description of Property and Premises.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of CALAVERAS COUNTY WATER DISTRICT, hereby rescinds Resolution No 2022-72 and authorizes the General Manager to execute the Additional Ground Space Lease with New Cingular Wireless, LLC. with regard to co-locate equipment on existing Verizon Cellular Tower per the terms and conditions set forth in the Additional Ground Space Lease, attached hereto and made a part hereof.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

\_\_\_\_\_  
Scott Ratterman, President  
Board of Directors

**ATTEST:**

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk of the Board

Market: NORTHERN CALIFORNIA  
Cell Site Number: CVL04303  
Cell Site Name: WEST POINT VERIZON COLO  
Search Ring Name: WEST POINT VERIZON COLO  
Fixed Asset Number: 15775184

## ADDITIONAL GROUND SPACE LEASE AGREEMENT

THIS ADDITIONAL GROUND SPACE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Calaveras County Water District, a County Water District, having a mailing address of 120 Toma Court, San Andreas, CA 95249 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 481 Smitty Lane, West Point, in the County of Calaveras, State of California [APN: 008-025-032-000 and 008-025-035-000] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on an antenna structure owned by a third party ("**Antenna Landlord**"), which antenna structure is located on the Property or adjacent property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately four hundred (400) square feet (twenty feet (20') by twenty feet (20')) including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility (as such term is defined in Paragraph 2 below) in accordance with the terms of this Agreement and grants such temporary easements, as described in more detail below, as are necessary for installation of all equipment required or advisable to connect Tenant's antennas located on the antenna structure owned by Antenna Landlord with the Communication Facility.
2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"); Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, which shall commence within one hundred eighty (180) days of the Effective Date, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord's contiguous or adjoining property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables and electrical lines from



the equipment shelter or cabinet to the antenna structure which is located on the Property or adjacent property, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, except that the monthly rent during such Holdover Term shall be equal to one hundred fifty percent (150%) of the Rent paid for the last month of the immediately preceding term.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

**(e) Notwithstanding anything to the contrary set forth herein, this Agreement will automatically terminate upon the termination of the lease with the Antenna Landlord.**

4. **RENT.**

(a) Commencing on the first day of the month following the earlier to occur of (i) date that Tenant commences construction or (ii) Two Hundred Seventy (270) days after the Effective Date (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, One Thousand Two Hundred and No/100 Dollars (\$1,200.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by Seven and One-Half percent (7.5%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) In consideration of Landlord entering into this Agreement with Tenant, Tenant agrees to pay Landlord, in addition to the other sums set forth in this Agreement, a one-time payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00) within thirty (30) days of the Effective Date.

5. **APPROVALS.**

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon:
  - i. The suitability of the Premises and Property for the Permitted Use;
  - ii. Tenant's ability to secure a lease with Antenna Landlord for space on Antenna Landlord's antenna structure and such lease remaining in full force and effect during the Term hereof; and
  - iii. Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**").
- (b) Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- (c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;
- (e) by Tenant upon written notice to Landlord if Tenant's agreement with Antenna Landlord is terminated for any reason; or
- (f) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect a commercial general liability policy per ISO form CG 00 01 or its equivalent as Tenant may deem necessary. Said policy of commercial general liability insurance will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate and will include Landlord as an additional insured by endorsement with respect to this Agreement.

8. **INTERFERENCE.**

- (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on

the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

## 9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) in connection with a third party claim arising from Tenant's operations on and use of the Premises, including, without limitation, the installation, use, maintenance, repair or removal of the Communication Facility, or Tenant's breach of any provision of this Agreement, except to the extent such injury, loss, damage, liability, costs or expenses are attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the negligence or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

## 10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate

any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. **ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, that to Landlord's actual knowledge, without duty of inquiry, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) since Landlord has owned or controlled the Property, the Property has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from contamination of the Property with hazardous substances by Tenant, its agents, employees, contractors or invitees after the Effective Date (except to the extent caused by the acts or omissions of Landlord) or hazardous substances brought onto the Property by Tenant, its employees, invitees, agents or independent contractors.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement in accordance with Section 6 of this Agreement.

12. **ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a license for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute reasonable additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property

and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term, and Tenant shall be required to remove all such improvements within ninety (90) days after the end of the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any shrubs or other vegetation. Any portions of the Communication Facility that Tenant does not remove within ninety (90) days after the end of the Term shall be deemed abandoned, and Tenant shall be responsible for any and all costs incurred by Landlord to remove and dispose of the same.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty (30) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure of such electricity, beyond the reasonable control of Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant a temporary easement during the Term over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) any entity with a net worth of at least Twenty Million Dollars (\$20,000,000.00); or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of an assignment, ~~transfer~~ or sale to a party listed in the preceding sentence, and written confirmation that Tenant's assignee, purchaser, or transferee has agreed to assume all of Tenant's obligations under this Agreement, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment, sale or transfer. ~~Tenant shall not otherwise have the right to assign, sell or transfer its interest under this Agreement, in whole or in part, without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent.~~

17. **NOTICES.** All notices, requests and demands hereunder will be given by personal delivery; first class certified or registered mail, return receipt requested; or a nationally recognized overnight courier, postage prepaid, to be effective when properly received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CVL04303; Cell Site Name: WEST POINT VERIZON COLO (CA)  
Fixed Asset #: 15775184  
1025 Lenox Park Blvd NE  
3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: CVL04303; Cell Site Name: WEST POINT VERIZON COLO (CA)  
Fixed Asset #: 15775184  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Calaveras County Water District  
Attn: Michael Minkler, General Manager  
120 Toma Court  
San Andreas CA 95249

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will promptly provide notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Landlord shall be entitled to the entire award for the fee interest in the Premises. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable for Tenant, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. In the event of such a casualty, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property (in a location mutually agreed upon between Landlord and Tenant) for a period of up to twelve (12) months, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in

connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice promptly upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which have been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord, at no out-of-pocket cost to Landlord, shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) [intentionally omitted]

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities, if such installation,



operation or maintenance would materially interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its reasonable discretion.

(c) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. [intentionally omitted]**

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by the party so waiving. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) [intentionally omitted]; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity,

whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord or Tenant to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may reasonably request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Calaveras County Water District,  
a County Water District

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title] \_\_\_\_\_  
Date: \_\_\_\_\_ [Insert Date] \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title] \_\_\_\_\_  
Date: \_\_\_\_\_ [Insert Date] \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of \_\_\_\_

to the Land Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Calaveras County Water District, a County Water District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARCEL 2, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED, "PROPERTY OF ELIZA AYRES WARFORD", BEING A PORTION OF LOT 12, SECTION 2, TOWNSHIP 6 NORTH, RANGE 13 EAST, M.D.B.&M., FILED IN THE OFFICE OF THE CALAVERAS COUNTY RECORDER ON NOVEMBER 28, 1969 IN BOOK 8 OF RECORDS OF SURVEYS, AT PAGE 21, CALAVERAS COUNTY RECORDS.

APN: 008-025-032-000 and 008-025-035-000

The Premises are described and/or depicted as follows:

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[NONE]*

**After Recording Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CVL04303; Cell Site Name: WEST POINT VERIZON COLO (CA)  
Fixed Asset #: 15775184  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

**MEMORANDUM  
OF  
LEASE**

Grantor Name: Calaveras County Water District  
Grantee Name: New Cingular Wireless PCS, LLC  
Legal Description: Official legal description attached as Exhibit 1  
Assessor's Tax Parcel ID #: 008-025-032-000 and 008-025-035-000  
Tax Mailing Address: Does not apply True consideration paid: Does not apply  
Cell Site #: CVL04303 Fixed Asset #: 15775184  
State: CA County: Calaveras

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Calaveras County Water District, a County Water District (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with \_\_\_ (#) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated licenses are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

Calaveras County Water District,  
a County Water District

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title] \_\_\_\_\_  
Date: \_\_\_\_\_ [Insert Date] \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title] \_\_\_\_\_  
Date: \_\_\_\_\_ [Insert Date] \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

## ACKNOWLEDGMENT

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

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between Calaveras County Water District, a County Water District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARCEL 2, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED, "PROPERTY OF ELIZA AYRES WARFORD", BEING A PORTION OF LOT 12, SECTION 2, TOWNSHIP 6 NORTH, RANGE 13 EAST, M.D.B.&M., FILED IN THE OFFICE OF THE CALAVERAS COUNTY RECORDER ON NOVEMBER 28, 1969 IN BOOK 8 OF RECORDS OF SURVEYS, AT PAGE 21, CALAVERAS COUNTY RECORDS.

APN: 008-025-032-000 and 008-025-035-000

The Premises are described and/or depicted as follows:

3c

A G E N D A  
I T E M

3c

**Calaveras County Water District  
Claim Summary #620  
September 2023 vs October 2023**

	<b>Sept 2023</b>	<b>Oct 2023</b>
CCWD Operating Expenditures	1,108,959.71	932,807.54
Expenditures to be reimbursed/Fiduciary Payments	2,690.00	-
Capital Improvement Program Projects	1,189,872.43	338,512.84
Capital Outlay	5,866.58	28,269.24
Sub-Total Vendor Payments	<b>2,307,388.72</b>	<b>1,299,589.62</b>
Payroll Disbursed	679,619.19	612,968.17
Other EFT Payments	4,251.04	700.95
Total Disbursements	<b>2,991,258.95</b>	<b>1,913,258.74</b>

Vendor	Description	Date	Ref	Amount
49er WATER SERVICES	Lab Samples Sewer 09/23	10/25/2023	143243	7,030.00
49er WATER SERVICES	Lab Samples Water 09/23	10/25/2023	143243	5,615.00
A T & T	Acct#9391064579 SA Warehouse	10/25/2023	143244	55.00
A T & T	Internet Service LC Acct#129469186 09/23	10/11/2023	143161	85.60
A T & T	Lease Account 23584106903335 10/23	10/11/2023	143160	62.87
A T & T	Ref#2097850520 Long Distance Copper Reclaim	10/04/2023	143086	44.86
A T & T CALNET 3	Acct#9391067346 Camp Connell Tower 09/23	10/11/2023	143162	213.90
A T & T CALNET3	Acct#9391029194 OP HQ Long Distance 10/23	10/25/2023	143246	401.69
A T & T CALNET3	Acct#9391029197 CC Whse 10/23	10/25/2023	143249	2.64
A T & T CALNET3	Acct#9391029198 Hunters 10/23	10/25/2023	143247	28.43
A T & T CALNET3	Acct#9391029199 JLTC 10/23	10/25/2023	143250	28.27
A T & T CALNET3	Acct#9391029200 Dorrington 10/23	10/18/2023	143219	27.10
A T & T CALNET3	Acct#9391029201 District Wide 10/23	10/18/2023	143220	1,437.15
A T & T CALNET3	Acct#9391032214 JLTC 10/23	10/25/2023	143245	141.12
A T & T CALNET3	Acct#9391032215 T Line 10/23	10/18/2023	143221	154.88
A T & T CALNET3	Acct#9391032216 Azalea L/S 10/23	10/25/2023	143248	26.72
A T & T MOBILITY	Internet Service 08/23 SR	10/04/2023	143087	261.88
A TEEM ELECTRICAL ENG INC	Electrical Engineering Construction Services for CC L/S 15/18 (CIP 15080)	10/25/2023	143251	590.00
A TEEM ELECTRICAL ENG INC	Electrical Engineering Construction Services for CC L/S 6/8 (CIP 15076)	10/25/2023	143251	590.00
A TEEM ELECTRICAL ENG INC	Electrical Engineering Construction Services for West Point 9/23 (CIP 15091)	10/25/2023	143251	4,100.00
ACWA/JPIA	Dental 11/23	10/18/2023	143222	6,531.72
ACWA/JPIA	EAP 11/23	10/18/2023	143222	171.12
ACWA/JPIA	Retiree Dental 11/23	10/18/2023	143222	3,219.96
ACWA/JPIA	Retiree Vision 11/23	10/18/2023	143222	909.44
ACWA/JPIA	Vision 11/23	10/18/2023	143222	1,354.88
ACWA/JPIA	Workers Comp 7/1/23-09/30/2023 1st Qtr 2024	10/25/2023	143252	29,682.91
AFLAC	Acct#JJ325 09/23	10/04/2023	143088	1,648.46
AMERICAN WATER WORKS ASSOC	Order#7002149588 Membership 01/01/24-12/31/24	10/25/2023	143253	4,710.00
ANGELS HEATING AND AIR CONDITIONING	HVAC Diagnostic Labor - CC B Tank	10/11/2023	143163	119.00
AQUA BEN CORPORATION	Hydrofloc - AWWTP, FMWWTP, DF VCTO	10/25/2023	143254	4,575.29
AUTOMATION DIRECT	Electrical Supplies for Forest Meadows UV Project (CIP 15106)	10/25/2023	143256	138.89
AUTOMATION DIRECT	Pressure Transducer - CC C Tank	10/25/2023	143256	157.66
AUTOZONE STORES, INC	Antifreeze - V 750	10/11/2023	143164	23.05
BLX GROUP LLC	Acct#4943357772Interim Arbitrage Report 06/23	10/18/2023	143223	4,000.00
BRENDEL, MIKE & CAREN	UB Refund 73 Quail Hollow	10/04/2023	143089	192.85
BUTTS, STEVEN & ROBIN	UB Refund 2903 Shoshone Dr	10/04/2023	143091	127.32
CALAVERAS AUTO SUPPLY	Brake Cleaner, Oil - SA Shop	10/11/2023	143165	170.98
CALAVERAS AUTO SUPPLY	Credit - Return	10/11/2023	143165	(16.12)
CALAVERAS AUTO SUPPLY	Repair Parts - SA Shop	10/11/2023	143165	582.56
CALAVERAS AUTO SUPPLY	Tire Plug Kit - V 759	10/11/2023	143165	30.54
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 1965 Blagen Rd	10/25/2023	143257	330.00
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 3604 Silver Rapids Rd	10/25/2023	143257	296.30

Vendor	Description	Date	Ref	Amount
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 3642 4568 Kiva Dr	10/25/2023	143257	165.00
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 3642 Silver Rapids Rd	10/25/2023	143257	277.30
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 6444 Schmidt Pl	10/25/2023	143257	38.00
CALAVERAS COUNTY TAX COLLECTOR	Solid Waste Fees 7/1/23-6/30/24 POR N2 SE4	10/25/2023	143257	165.00
CALAVERAS ENTERPRISE	Recruitment Ad - Construction	10/04/2023	143092	43.24
CALAVERAS ENTERPRISE	Recruitment Ad - IT	10/04/2023	143092	114.54
CALAVERAS LUMBER CO INC	Concrete - EP Barn Stock	10/25/2023	143258	349.37
CALAVERAS LUMBER CO INC	Late Fee	10/25/2023	143258	15.62
CALAVERAS LUMBER CO INC	Materials & Supplies - Electrical Crew	10/25/2023	143258	32.53
CALAVERAS LUMBER CO INC	Materials & Supplies - FMWWTP	10/25/2023	143258	35.00
CALAVERAS LUMBER CO INC	Materials for White Pines Debris Removal Project (CIP 11109)	10/25/2023	143258	1,386.69
CALAVERAS LUMBER CO INC	Materials for White Pines Debris Removal Project (CIP 11109)	10/25/2023	143258	25.19
CALAVERAS LUMBER CO INC	Materials Supplies Electrical Crew	10/25/2023	143258	87.97
CALAVERAS LUMBER CO INC	Pole Saw - Facilities Maintenance	10/25/2023	143258	882.44
CALAVERAS LUMBER CO INC	Sewer Plant Repair Parts - Construction Crew	10/25/2023	143258	123.85
CALAVERAS LUMBER CO INC	Socket - CCWTP	10/25/2023	143258	10.26
CALPERS - RETIREMENT	CalPERS Retirement 09/15/2023 Payroll	09/30/2023	EFT	55,437.78
CALPERS - RETIREMENT	CalPERS Retirement 09/30/2023 Payroll	10/31/2023	EFT	54,968.05
CALPERS (Def Comp)	Def Comp 09/15/2023 Payroll	09/30/2023	EFT	8,934.88
CALPERS (Def Comp)	Def Comp 09/30/2023 Payroll	10/31/2023	EFT	6,160.16
CALPERS (Def Comp)	Def Comp 10/15/2023 Payroll	10/31/2023	EFT	5,839.18
CALPERS (Def Comp)	Def Comp Loan Repay 09/15/2023 Payroll	09/30/2023	EFT	1,591.75
CALPERS (Def Comp)	Def Comp Loan Repay 09/30/2023 Payroll	10/31/2023	EFT	1,224.78
CALPERS (Def Comp)	Def Comp Loan Repay 10/15/2023 Payroll	10/31/2023	EFT	1,224.78
CALPERS (Health Ins)	Health Insurance Active & Board October 2023	10/31/2023	EFT	153,599.71
CALPERS (Health Ins)	Health Insurance Admin Fee Active & Board October 2023	10/31/2023	EFT	491.52
CALPERS (Health Ins)	Health Insurance Admin Fee Retirees October 2023	10/31/2023	EFT	189.00
CALPERS (Health Ins)	Health Insurance Retirees October 2023	10/31/2023	EFT	8,758.00
Capital Barricade	Traffic Signs - LC Whse	10/18/2023	143224	9,128.82
CARBON COPY INC	Black Toner	10/04/2023	143093	12.50
CARBON COPY INC	Copies 09/23	10/04/2023	143093	123.44
CARBON COPY INC	Toner	10/04/2023	143093	1,038.62
CARBON COPY INC	Waste Tank - Copier Machine	10/04/2023	143093	12.50
CARUS CORPORATION	Sodium Permanganate - JLWTP	10/04/2023	143094	11,186.90
CED CREDIT	Electrical Supplies for Forest Meadows UV Project (CIP 15106)	10/25/2023	143259	1,550.54
CED CREDIT	Electrical Supplies for the Vallecito WWTP Project (CIP 15111)	10/04/2023	143095	183.40
CITY OF ANGELS	Six Mile Village 09/23	10/11/2023	143166	3,664.14
CLARK PEST CONTROL INC	Pest Control Acct#1365831 Arnold WWTP	10/11/2023	143167	104.00
CLARK PEST CONTROL INC	Pest Control Acct#1365831 Arnold WWTP	10/25/2023	143260	104.00
CLARK PEST CONTROL INC	Pest Control Acct#1505308 Hunters	10/25/2023	143260	114.00
CLARK PEST CONTROL INC	Pest Control Acct#190086855 FM WWTP	10/25/2023	143260	104.00
CLARK PEST CONTROL INC	Pest Control Acct#2120969 Wallace	10/25/2023	143260	145.00

Vendor	Description	Date	Ref	Amount
CLARK PEST CONTROL INC	Pest Control Acct#730179 CC (Little John 48023)	10/25/2023	143260	110.00
CLARK PEST CONTROL INC	Pest Control Acct#807360 JL	10/11/2023	143167	100.00
CLARK PEST CONTROL INC	Pest Control Acct#807402 JL WWTP	10/25/2023	143260	78.00
CLARK PEST CONTROL INC	Pest Control Acct#807402 JL WWTP	10/25/2023	143260	78.00
CLARK PEST CONTROL INC	Pest Control Acct#807549 JLWTP	10/25/2023	143260	76.00
CLARK PEST CONTROL INC	Pest Control Acct#9328727 OP HQ	10/25/2023	143260	183.00
COLEMAN ENGINEERING, INC.	Engineering and Design Contract for the Jenny Lind A-B Transmission (CIP 11088)	10/25/2023	143261	9,057.90
COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 09/23	10/11/2023	143168	780.00
CONDOR EARTH TECHNOLOGIES INC	Compaction Testing - Utility Crew Project 09/23	10/25/2023	143262	388.45
CONDOR EARTH TECHNOLOGIES INC	FY 23/24 Groundwater Monitoring - District Wide	10/11/2023	143169	5,739.00
CONFIDENTIAL	40 Hours CTO Pay Out	10/25/2023	143265	1,573.51
CONFIDENTIAL	44 Hours CTO Pay Out	10/04/2023	143116	1,827.88
CONFIDENTIAL	50 Hours CTO Pay Out	10/25/2023	143277	2,253.80
CONFIDENTIAL	60 Hours CTO Pay Out	10/04/2023	143120	2,410.35
CONFIDENTIAL	DOT Exam Reimbursement	10/04/2023	143090	178.00
CONFIDENTIAL	DOT Physical Exam Reimbursement	10/18/2023	143236	110.00
CONFIDENTIAL	Retiree Medical Reimbursement 11/23	10/25/2023	143263	689.04
CONFIDENTIAL	Retiree Medical Reimbursement 11/23	10/25/2023	143269	269.02
CONFIDENTIAL	Retiree Medical Reimbursement 11/23	10/25/2023	143255	1,409.11
CPPA	Power District Wide 09/23	10/11/2023	143170	198,088.03
CPPA	Power OP HQ 09/23	10/11/2023	143170	1,804.00
CPUD	75.90 Acre Feet Water Purchased Middle Fork 2022	06/30/2023	143225	11,385.00
CUNEO, DYLAN	Safety Boot Reimbursement FY 23/24	10/04/2023	143096	200.00
CWEA	CSM Grade 4 Renewal - Skrbina	10/25/2023	143264	113.00
CWEA	CSM Grade1 Exam Application - Roberts	10/25/2023	143264	413.00
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 10/2023	10/31/2023	EFT	294.71
DOWNEY BRAND ATTORNEYS LLP	Legal Services 08/23	10/04/2023	143097	5,356.50
EBBETTS PASS GAS SERVICE	Fuel 09/23	10/11/2023	143171	3,168.52
EBBETTS PASS LUMBER	Ball Valve - AWWTP	10/04/2023	143098	10.35
EBBETTS PASS LUMBER	Concrete - Construction Crew	10/04/2023	143098	160.76
EBBETTS PASS LUMBER	Concrete Tools - V 742	10/04/2023	143098	63.17
EBBETTS PASS LUMBER	Conduit Backfill - OP HQ	10/04/2023	143098	74.97
EBBETTS PASS LUMBER	Materials for White Pines Debris Removal Project (CIP 11109)	10/04/2023	143098	34.00
EBBETTS PASS LUMBER	Thermostat - Electrical Crew	10/04/2023	143098	29.00
EDGES ELECTRICAL GROUP, LLC	Electrical Parts - CC Upper XC LS	10/25/2023	143266	176.16
ENTERPRISE FM TRUST	Material & Taxes 10/23	10/11/2023	143172	1,705.00
ENTERPRISE FM TRUST	Vehicle Lease 10/23	10/11/2023	143172	22,841.64
FASTENAL	Bolts - LCWWTP	10/18/2023	143226	313.37
FASTENAL	Materials for Forest Meadows UV Project (CIP 15106)	10/11/2023	143173	471.26
FASTENAL	Safety Supplies - Vending	10/25/2023	143267	286.29
FASTENAL	Tools - Vending	10/25/2023	143267	94.52
FERGUSON ENTERPRISES, INC 1423	Pipe Rack - Corp Yard	10/18/2023	143227	2,682.62

Vendor	Description	Date	Ref	Amount
FOOTHILL PORTABLE TOILETS	Rental Portable Toilet 09/12-10/9 ST	10/11/2023	143174	154.50
FOOTHILL PORTABLE TOILETS	Rental Portable Toilet 09/12-10/9 Wallace	10/11/2023	143174	154.50
FROGGY'S AUTO WASH & LUBE	Oil, Lube, Wash - V 554	10/04/2023	143099	86.08
GAMBI DISPOSAL INC.	Bio-Solids Removal - September 2023	10/04/2023	143100	1,906.25
GATEWAY PRESS, INC	Privacy Sign - B Tank JL	10/25/2023	143268	91.16
GENERAL SUPPLY COMPANY	Electrical Materials for District Corp Yard (CIP 11101)	10/11/2023	143175	2,558.58
GEORGE REED INC	Asphalt - Utility Crew	10/04/2023	143101	559.61
GLADYS, STANLEY	UB Refund 42 Copper Meadows Dr	10/04/2023	143102	323.00
GLOBAL PAY	Global Payments 24728 10/2023	10/31/2023	EFT	12,341.28
GLOBAL PAY	Global Payments 7167 10/2023	10/31/2023	EFT	2,040.19
HANSON BRIDGETT LLP	Legal Services 09/23	10/11/2023	143176	7,437.50
HANSON BRIDGETT LLP	Legal Services 06/23	10/11/2023	143176	63.75
HERD'S MACHINE & WELD SHOP	Welding Wire - SA Shop	10/11/2023	143177	75.08
HOBGOODS CLEANING	Janitorial Service JLTC 10/23	10/25/2023	143270	50.00
HOBGOODS CLEANING	Janitorial Service OP HQ 10/23	10/25/2023	143270	1,935.00
HOBGOODS CLEANING	Janitorial Service Shop 10/23	10/25/2023	143270	37.00
IB CONSULTNG LLC	Consulting Services 08/23	10/11/2023	143178	10,110.39
IRON MOUNTAIN	Document Destruction 09/23	10/11/2023	143179	352.68
KENNEDY/JENKS CONSULTANTS	Disinfection By-Products Root Cause Analysis - EP & JL 09/23	10/25/2023	143271	8,130.20
LARSEN, LINDA	UB Refund 4731 Moaning Cave Rd	10/04/2023	143103	210.63
LOLLAR, STACEY	PERS Loan Refund/Overpayment	10/11/2023	143180	239.97
MARK TWAIN MEDICAL CENTER	Acct#MT4401241690 Hepat B Vaccine	10/18/2023	143228	304.29
MARTIN MARIETTA MATERIALS	24.56 Tons 3/4 Class II AB - Utility Crew	10/04/2023	143104	548.06
MATHESON TRI-GAS, INC	Liquid Oxygen - JLWTP	10/25/2023	143272	7,251.58
Mission Square	RHI 09/30/2023 Payroll	10/31/2023	EFT	1,860.00
Mission Square	RHI 10/15/2023 Payroll	10/31/2023	EFT	1,870.00
MODESTO AIRCO GAS & GEAR	Cylinder Rental 09/23	10/11/2023	143181	104.00
MOTHER LODGE ANSWERING SERVICE	Answering Service 09/23 Acct#6106	10/18/2023	143229	802.00
MOUNTAIN OASIS PURIFIED WATER	Water Cooler & Supplies 09/23	10/04/2023	143105	262.75
MOZINGO CONSTRUCTION, INC.	Construction Contract for CC Lift Stations 15 & 18 09/23 (CIP 15080)	10/18/2023	143230	267,045.00
MUNICIPAL MAINTENANCE EQUIP	Supplies Corp Yard	10/18/2023	143231	3,008.94
MUNICIPAL MAINTENANCE EQUIP	Hose Swivel - V 126	10/25/2023	143273	202.39
MUNICIPAL MAINTENANCE EQUIP	Kanaflex - Vac Trucks	10/25/2023	143273	3,612.27
MUNICIPAL MAINTENANCE EQUIP	VacCon Repair Parts - V 135	10/11/2023	143182	887.26
MUTUAL OF OMAHA	Life, AD&D Acct#G000AWXB 10/23	10/18/2023	143232	8,185.99
NEW YORK LIFE	Life Insurance 10/23	10/18/2023	143233	832.94
NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	10/11/2023	143183	2,422.67
NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	10/04/2023	143106	4,694.34
NTU TECHNOLOGIES INC	Pro Pac 9890 - Hunters WTP	10/11/2023	143184	1,140.00
NTU TECHNOLOGIES INC	ProPac 9890 Polymer - CCRCP	10/11/2023	143184	15,555.00
NTU TECHNOLOGIES INC	Protek 301 - Hunters WTP	10/11/2023	143184	2,912.00
NTU TECHNOLOGIES INC	Protek 301 - JLWTP	10/04/2023	143107	3,640.00

Vendor	Description	Date	Ref	Amount
O'CONNELL & DEMPSEY, LLC	Federal Legislative Consulting 09/23	10/11/2023	143185	6,000.00
O'REILLY AUTO PARTS	Equipment Maintenance Supplies - WP	10/11/2023	143186	56.78
P G & E	Power District Wide 09/2023	10/31/2023	EFT	825.77
P G & E	Power Hwy 26 09/2023	10/31/2023	EFT	5.02
P G & E	Power JLTC 09/2023	10/31/2023	EFT	146.00
P G & E	Power OP HQ 09/2023	10/31/2023	EFT	15.11
P G & E	Power Warmwood LS 09/2023	10/31/2023	EFT	81.25
PACE SUPPLY CORP	Fittings - LC Whse	10/18/2023	143234	3,430.70
PACE SUPPLY CORP	Fittings - Stock	10/18/2023	143234	2,259.04
PACE SUPPLY CORP	Hydrant - EB Pass	10/18/2023	143234	3,470.08
PAYTECH INC	Payroll Support 09/25/23	10/04/2023	143108	140.00
PETERSON BRUSTAD INC	Contract for Engineering Services for Tank B/Clearwell 08/23 (CIP 11111)	10/04/2023	143109	35,827.76
PETERSON BRUSTAD INC	Contract for Engineering Services for Tank B/Clearwell 09/23 (CIP 11111)	10/25/2023	143274	13,041.00
PETTERSEN, PAUL & JUDITH	UB Refund 201 Lupine Lane	10/04/2023	143110	22.04
PONTON INDUSTRIES, INC.	Ozone Sensor - JLWTP	10/11/2023	143187	492.82
POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	10/04/2023	143111	560.38
POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	10/04/2023	143111	732.37
POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	10/25/2023	143275	730.93
QUADIENT LEASING INC	Mail Equip Lease 10/23	10/31/2023	EFT	119.88
REXEL	Fan Vent - CC LS 9	10/25/2023	143276	86.72
REXEL	Fluke Loop Calibrator - Electrical Crew	10/25/2023	143276	1,856.58
RYAN GLEASON WYDNER	Road base - LC Whse	10/18/2023	143242	7,200.08
SCHREIBER, DAVID & ANDREA	UB Refund 2582 Sioux Trail	10/04/2023	143112	13.92
SENDERS MARKET INC	Materials & Supplies - Collections Crew	10/11/2023	143188	49.42
SENDERS MARKET INC	Materials & Supplies - LC Whse	10/11/2023	143188	177.04
SENDERS MARKET INC	Materials & Supplies - WP	10/11/2023	143188	25.44
SENDERS MARKET INC	Materials for West Point Back Up Filter Project (CIP 11106)	10/11/2023	143188	90.57
SHAPE INC	Pump Rebuild - JL Huckleberry LS	10/25/2023	143278	28,269.24
Shredze	Off Site Drive Destruction	10/04/2023	143113	1,956.60
SIERRA COMMERCIAL HOLDINGS LLC	UB Refund 2182 Hwy 4 Suite A	10/25/2023	143279	940.97
SOUTHWEST VALVE, LLC	Actuator Repair - AWWTP	10/18/2023	143235	3,083.90
SWRCB	Water Distribution Grade 3 Exam - Heinle	10/04/2023	143114	100.00
SWRCB	Water Treatment Grade 4 Cert Application - Young	10/11/2023	143189	105.00
TARANGO, VICTOR	Reimburse Standby Fees 22/23 & 23/24	10/04/2023	143115	20.00
THE CAR DOCTOR	Oil, Lube, Filter - V 712	10/11/2023	143190	89.63
THE WEIST LAW FIRM	Annual CDIAC Reporting	06/30/2023	143241	4,950.00
TIFCO INDUSTRIES	Bench Vice - V 759	10/11/2023	143191	557.70
TIFCO INDUSTRIES	Materials & Supplies - SA Shop	10/11/2023	143191	103.67
TIFCO INDUSTRIES	Work Lights - SA Shop	10/11/2023	143191	128.59
TREATS GENERAL STORE INC	Materials & Supplies - SA	10/04/2023	143117	164.66
TROUTMAN PEPPER HAMILTON SANDERS LLP	FERC Relicensing North Fork 08/23	10/04/2023	143118	980.00
TROUTMAN PEPPER HAMILTON SANDERS LLP	Legal Services Power Purchase Agreement North Fork 08/23	10/04/2023	143118	8,890.00



Vendor	Description	Date	Ref	Amount
TUOLUMNE STANISLAUS IRWMA	2023-2024 T-S IRWMA Membership Renewal	10/04/2023	143119	8,086.00
TYLER TECHNOLOGIES, INC.	Insite Transaction Fee 07/01/23-09/30/23	10/18/2023	143237	17,056.00
TYLER TECHNOLOGIES, INC.	Subscription UB Notification 07/01/23-09/30/23	10/18/2023	143237	76.40
U.S. BANK	Alhambra	10/25/2023	EFT	308.78
U.S. BANK	Alternator, Battery, Full Service, Brakes - V531	10/25/2023	EFT	1,755.21
U.S. BANK	American Flag - OP HQ	10/25/2023	EFT	134.10
U.S. BANK	American Society Civil Engineers Membership- Rincon	10/25/2023	EFT	371.00
U.S. BANK	Apple Storage	10/25/2023	EFT	0.99
U.S. BANK	Aramark	10/25/2023	EFT	2,503.06
U.S. BANK	Asco Valve -W PWWTP	10/25/2023	EFT	18.79
U.S. BANK	ASCO Valves	10/25/2023	EFT	379.57
U.S. BANK	Backflow Tester	10/25/2023	EFT	870.69
U.S. BANK	BOD Supplies	10/25/2023	EFT	67.36
U.S. BANK	Broom, Trash Can, Cleaning Product, Kwik Seal	10/25/2023	EFT	561.00
U.S. BANK	Cal Waste	10/25/2023	EFT	1,831.86
U.S. BANK	Cal.Net	10/25/2023	EFT	62.04
U.S. BANK	Calaveras Telephone	10/25/2023	EFT	1,439.47
U.S. BANK	Comcast Internet (5 locations)	10/25/2023	EFT	724.96
U.S. BANK	Conifer - Monthly Internet	10/25/2023	EFT	649.95
U.S. BANK	Cover Craft	10/25/2023	EFT	202.99
U.S. BANK	Desk - Whse (CIP 11101)	10/25/2023	EFT	403.46
U.S. BANK	Door Stops - Board Room	10/25/2023	EFT	32.15
U.S. BANK	Fence Repair - JLWTP ( Beyond the Barn)	10/25/2023	EFT	3,000.00
U.S. BANK	Flooring - Electricians Office (CIP 11101)	10/25/2023	EFT	1,103.60
U.S. BANK	Hotel ACWA (K Richards)	10/25/2023	EFT	289.28
U.S. BANK	HR Group Meeting	10/25/2023	EFT	35.00
U.S. BANK	HVAC Parts	10/25/2023	EFT	93.91
U.S. BANK	Ice Machine Repair - OP HQ	10/25/2023	EFT	273.02
U.S. BANK	Iron Reagent	10/25/2023	EFT	97.89
U.S. BANK	MCMWRA Fall Forum - Minkler	10/25/2023	EFT	69.95
U.S. BANK	Monthly Cloud,Jamf Software,AdobeDuo & Microsoft & Annual Rmm	10/25/2023	EFT	7,022.73
U.S. BANK	Office Supplies	10/25/2023	EFT	1,900.27
U.S. BANK	Operator Training Course	10/25/2023	EFT	100.00
U.S. BANK	Supplies - Hunters	10/25/2023	EFT	157.85
U.S. BANK	Patch Cables	10/25/2023	EFT	190.64
U.S. BANK	Pressure Logger - EB Pass	10/25/2023	EFT	653.06
U.S. BANK	Printer Ink & Spray Bottle	10/25/2023	EFT	142.04
U.S. BANK	Radio Process Point, Lock(Return=CR) Battery & Charging Block	10/25/2023	EFT	234.27
U.S. BANK	Safety Supplies - Gas Sniffers	10/25/2023	EFT	1,576.53
U.S. BANK	Shelf Screws	10/25/2023	EFT	15.01
U.S. BANK	Switches & Tape - WP WTP	10/25/2023	EFT	36.00
U.S. BANK	Timer	10/25/2023	EFT	315.91

Vendor	Description	Date	Ref	Amount
U.S. BANK	Transducers - Electricians	10/25/2023	EFT	3,577.25
U.S. BANK	UPUD (3 locations)	10/25/2023	EFT	226.38
U.S. BANK	Verizon	10/25/2023	EFT	3,159.45
U.S. BANK	Volcano	10/25/2023	EFT	594.38
U.S. BANK	Water Class & Certs - Roberts, Anisko,Byous & Chimente	10/25/2023	EFT	1,264.49
U.S. BANK	Water Code Updates & Ca Municipal Law Handbook	10/25/2023	EFT	556.64
U.S. BANK	Weed Eater Parts -WP WTP	10/25/2023	EFT	10.71
U.S. BANK	West Point Lumber	10/25/2023	EFT	63.45
U.S. BANK	WIFI (Starlink) - EP	10/25/2023	EFT	120.00
U.S. BANK	Wireless Mounting Bracket - OP HQ	10/25/2023	EFT	49.12
UMPQUA BANK	Umpqua Bank Deposit Slips	10/31/2023	EFT	279.10
UNION DEMOCRAT	IS/MND Public Notice for the Jenny Lind A-B Project (CIP 11088)	10/18/2023	143238	315.00
UNION DEMOCRAT	Recruitment Ad IT & Admin 09/23	10/18/2023	143238	514.90
UNITED PARCEL SERVICE	Shipping Week End 09/23 Acct#9X5040	10/11/2023	143192	13.00
UNITED PARCEL SERVICE	Shipping Week End 09/30	10/25/2023	143280	24.43
UNITED PARCEL SERVICE	Shipping Week End 10/07	10/25/2023	143280	10.00
USA BLUE BOOK	Lab Supplies - AWWTP	10/25/2023	143281	832.05
USA BLUE BOOK	Lab Supplies - Hunters WTP	10/25/2023	143281	328.32
USA BLUE BOOK	Lab Supplies - JLWTP	10/04/2023	143121	526.50
USA BLUE BOOK	Lab Supplies - WPWTP	10/25/2023	143281	150.72
USA BLUE BOOK	Polymer Pump - Hunters WTP	10/25/2023	143281	1,490.78
USDA RURAL DEVELOPMENT	Case# 04-005-0941582070 Arnold AD9Sa Loan#08	10/25/2023	143282	1,895.00
USDA RURAL DEVELOPMENT	Case# 04-005-0941582070 Arnold AD9Sa Loan#09	10/25/2023	143282	317.92
VALIC	Def Comp 09/15/2023 Payroll	09/30/2023	EFT	977.22
VALIC	Def Comp 09/30/2023 Payroll	10/31/2023	EFT	977.22
VALIC	Def Comp 10/15/2023 Payroll	10/31/2023	EFT	977.22
VALLEY SPRINGS NEWS	Ord 2023-01 Legal Post	10/04/2023	143122	988.00
VALLEY SPRINGS NEWS	Recruitment Ad 09/23 Construction, Distribution, IT & CS	10/18/2023	143239	165.00
VERIFIED FIRST, LLC	New Hire Background Investigation (2)	10/18/2023	143240	147.50
VOYA FINANCIAL	Def Comp 09/15/2023 Payroll	09/30/2023	EFT	1,154.30
VOYA FINANCIAL	Def Comp 09/30/2023 Payroll	10/31/2023	EFT	1,154.30
VOYA FINANCIAL	Def Comp 10/15/2023 Payroll	10/31/2023	EFT	534.00
WAINWRIGHT, KURTIS	Safety Boot reimbursement FY 23/24	10/04/2023	143123	184.47
WEST POINT LUMBER INC	Materials & Supplies - WPWTP	10/11/2023	143193	18.34
WEX BANK	Fuel 09/2023	10/31/2023	EFT	27,562.94
WIENHOFF DRUG TESTING	Drug Screening	10/11/2023	143194	280.00
WILLDAN	AD 9S4 ( Arnold) Local Improvement FY 22/23	10/25/2023	143283	1,309.59
WILLDAN	AD DaLee/Cassidy RAD 2021 Local Improvement FY 22/23	10/25/2023	143283	546.35
WILLDAN	AD Fly In Acres RAD 2021 Local Improvement FY 22/23	10/25/2023	143283	783.68
WILLDAN	CCWD District 22/23 Phase 2 Demand Letters Fly In Acres	10/25/2023	143283	71.26
WISSBAUM, SAARA	UB Refund 121 Glen Side Ct	10/25/2023	143284	26.64
YOUNG'S COPPER ACE HARDWARE	Materials & Supplies - CC	10/04/2023	143124	199.42

Vendor	Description	Date	Ref	Amount
<b>TOTAL OCTOBER DISBURSEMENTS</b>				<b>1,299,589.62</b>

**Calaveras County Water District  
Water and Wastewater Summary  
September 2023 vs October 2023**

Project Number	Project Description	Budget	October Expenditures	Expenditures To Date	Percent of Budget
Water					
11088	Jenny Lind Tank A-B Transmission Line	13,500,000	9,372.90	605,863	4%
11101	District Corp Yard	2,350,000	4,065.64	2,621,669	112%
11106	West Point Backup Water Filter / MAC IRWMP	2,380,000	90.57	2,316,326	97%
11109	White Pines Tule Removal/Spillway	96,715	1,445.88	12,429	13%
11111	Copper Cove Tank B Pump Station Renovation	-	48,868.76	101,547	
Wastewater					
15076	CC Lift Station 6, 8 & Force Main Bypass	5,500,000	590.00	3,125,624	57%
15080	CC Lift Station 15 & 18 Rehab/Replacement	3,600,000	267,635.00	1,977,376	55%
15091	West Point / Wilseyville Consolidation Project	10,000,000	4,100.00	3,571,439	36%
15106	FM UV Disinfection System Replacement	500,000	2,160.69	391,757	78%
15111	Vallecito WWWTP System Improvements	100,000	183.40	109,550	110%

**RESOLUTION NO. 2023-**

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

**RATIFYING CLAIM SUMMARY NO. 620**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 620 at the Regular Meeting held on November 15, 2023; 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 620 in the amount of \$1,913,258.74 for the month of October 2023.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Scott Ratterman, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

3d

A G E N D A  
I T E M

3d

# Agenda Item

DATE: November 15, 2023  
TO: Michael Minkler, General Manager  
FROM: Jeffrey Meyer, Director of Administrative Services  
SUBJECT: Report on the Monthly Investment Transactions for October 2023

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## RECOMMENDED ACTION:

For information only.

## SUMMARY:

Per the District's Investment Policy, staff will report the monthly investment activity for the preceding month. During October 2023, the following investment transactions occurred:

<b>Chandler Asset Management Activity:</b>	<b>General</b>	<b>Water CIP Loan</b>	<b>Sewer CIP Loan</b>
<b>Book Value at 09/30/2023</b>	<b>20,227,317.23</b>	<b>19,434,915.55</b>	<b>7,319,110.92</b>
Security Purchases	203,268.00	-	-
Money Market Fund Purchases	214,051.03	78,943.60	29,698.62
Money Market Contributions	-	-	-
Security Sales	(133,056.00)	-	-
Money Market Fund Sales	(203,268.00)	-	-
Maturities	-	-	-
Principal Paydown	(61,773.00)	-	-
Money Market Fund Withdrawals	(4.30)	(1,694.80)	(92.37)
Amortization/Accretion	(291.12)	-	-
Gain/Loss on Dispositions	(1,934.95)	-	-
<b>Book Value at 10/31/2023</b>	<b>20,244,308.89</b>	<b>19,512,164.35</b>	<b>7,348,717.17</b>
<b>Local Agency Investment Fund Activity:</b>			
<b>Balance at 09/30/2023</b>	<b>9,529,460.16</b>		
<b>Withdrawals, Operating Cash</b>	<b>-</b>		
<b>Interest</b>	<b>98,544.69</b>		
<b>Balance at 10/31/2023</b>	<b>9,628,004.85</b>		

LAIF (Local Agency Investment Fund) daily interest rates are 3.75% as of October 30, 2023\*.  
\*October 31 not published as of this date.

**CALAVERAS COUNTY WATER DISTRICT  
INVESTMENT ACTIVITY  
FOR THE MONTH ENDING October 31, 2023**

INVESTMENT TRUSTEE	TYPE OF FUNDS/Availability	MARKET VALUE	INVESTMENT COST			DATE INVST	CM INTEREST AND DIVIDEND RECVD
			COST	PAR (PRINC)	CPN RATE		
Local Agency Investment Fund	Restricted for Reserves/Special Projects	9,529,460.16	9,529,460.16	9,529,460.16	3.670%	ongoing	98,544.69
Chandler Asset Management	Restricted/Reserves/Expansion/AD/R&R	19,068,624.14	20,244,308.89	20,317,223.37	2.010%	ongoing	16,991.66
Chandler Asset Management - Water Loan	Committed to Specific CIP Projects	19,512,164.35	19,512,164.35	19,512,164.35	4.970%	ongoing	77,248.80
Chandler Asset Management - Sewer Loan	Committed to Specific CIP Projects	7,348,717.17	7,348,717.17	7,348,717.17	4.970%	ongoing	29,606.25
<b>Totals</b>		<b>55,458,965.82</b>	<b>56,634,650.57</b>	<b>56,707,565.05</b>			<b>222,391.40</b>

**MONTHLY ACTIVITY**

Chandler Asset Management Activity:	General	Water CIP Loan	Sewer CIP Loan
<b>Book Value at 09/30/2023</b>	<b>20,227,317.23</b>	<b>19,434,915.55</b>	<b>7,319,110.92</b>
Security Purchases	203,268.00	-	-
Money Market Fund Purchases	214,051.03	78,943.60	29,698.62
Money Market Contributions	-	-	-
Security Sales	(133,056.00)	-	-
Money Market Fund Sales	(203,268.00)	-	-
Maturities	-	-	-
Principal Paydown	(61,773.00)	-	-
Money Market Fund Withdrawals	(4.30)	(1,694.80)	(92.37)
Amortization/Accretion	(291.12)	-	-
Gain/Loss on Dispositions	(1,934.95)	-	-
<b>Book Value at 10/31/2023</b>	<b>20,244,308.89</b>	<b>19,512,164.35</b>	<b>7,348,717.17</b>
<b>Local Agency Investment Fund Activity:</b>			
<b>Balance at 09/30/2023</b>	<b>9,529,460.16</b>		
Withdrawals, Operating Cash	-		
Interest	98,544.69		
<b>Balance at 10/31/2023</b>	<b>9,628,004.85</b>		



**CALAVERAS COUNTY WATER DISTRICT  
CHANDLER ASSET MANAGEMENT (General)**

FOR THE MONTH ENDED October 31, 2023

INVESTMENT TRUSTEE/TYPE	MARKET VALUE	INVESTMENT COST			Dividends Earned	Interest Earned
		BOOK	PAR Value/Units	CPN RATE		
Asset Backed Security	616,550.55	633,436.94	633,462.10	1.39%		753.25
Agency Securities	2,370,642.50	2,504,786.96	2,500,000.00	2.44%		
CMO	931,341.96	974,058.25	990,000.00	3.74%		2,856.58
Corporate Securities	4,511,929.80	4,743,381.12	4,735,000.00	2.49%		140.06
Money Market Fund (Cash)	88,761.27	88,761.27	88,761.27	4.97%	200.26	
Municipal Bonds	200,582.80	203,230.23	200,000.00	5.12%		
Supernational Securities	1,043,576.21	1,120,006.45	1,120,000.00	0.65%		3,271.88
US Treasury	9,305,239.05	9,976,647.67	10,050,000.00	1.59%		12,000.00
<b>Totals</b>	<b>19,068,624.14</b>	<b>20,244,308.89</b>	<b>20,317,223.37</b>	<b>2.00%</b>	<b>200.26</b>	<b>19,021.77</b>

4 a



AGENDA  
ITEM

4 a

# Agenda Item

DATE: November 15, 2023

TO: Michael Minkler, General Manager

FROM: Kevin Williams PE, Senior Civil Engineer

SUBJECT: Discussion/Action regarding Acceptance of Ebbetts Pass Redwood Water Tanks Wildfire Hazard Mitigation Project CIP #11095/11095A, Cal-OES DR-43344-CA and Larkspur Water Storage Tank Replacement CIP#11083L-120

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution 2023-\_\_\_\_ accepting the Ebbetts Pass Redwood Water Tank Wildfire Hazard Mitigation Project, CIP #11095 and Larkspur Water Storage Tank Replacement CIP#11083L-120, construction project as being completed by KW Emerson, Inc. and directing a Notice of Completion for said work to be recorded with the Calaveras County Recorder.

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution 2023-\_\_\_\_ accepting the Ebbetts Pass Redwood Water Tank Wildfire Hazard Mitigation Project Tank Materials and Erection, CIP #11095A and Larkspur Water Storage Tank Materials and Erection CIP#11083L-120, construction project as being completed by California Aquastore. and directing a Notice of Completion for said work to be recorded with the Calaveras County Recorder.

## BACKGROUND:

KW Emerson, Inc. has completed construction of the Ebbetts Pass Redwood Water Tank Wildfire Hazard Mitigation Project, CIP #11095 and the Larkspur Water Storage Tank Replacement CIP#11083L-120. Work includes existing tank demolition, site clearing, site improvements, tank pads, underground piping and electrical work at Heather Tank (Forest Meadows), Big Trees Tank 8 (Camp Connell), Big Trees Tank 4 (Camp Connell), Flume Court Tank 13 (Arnold), and Larkspur Tank in Forest Meadows. The glass lined tanks were pre-purchased and installed by California Aqua Store under a separate agreement.

All work has been completed, tested and disinfected and is fully operational in accordance with the Contract Drawings and Specifications. CCWD staff recommend final acceptance of the Projects at this time.

The District has been notified Cal-OES has additional unused funds available as part of this Hazard Declaration, and we are working with the State Representative to secure

these funds for our Project. The District has requested additional funding in the amount of \$949,798.42 from Cal-OES to make up for the shortfalls in Project Budget developed in 2017 during the grant application process.

This additional Project cost can be attributed to yearly construction cost increases (ENRI) since the original estimate of the Project as well as extra work that was necessary during construction.

This Project was designed and managed in house by District staff without outside design or construction management services.

The original budget approved by Cal-OES was \$2,843,432 total with \$2,132,574 (75%) grant and \$710,858 (25%) matching funds.

Construction Cost California Aquastore	\$ 2,442,575.00
Net Change Orders / Added & Deleted	\$ 5,250.00
<b>FINAL CONTRACT AMOUNT</b>	<b>\$ 2,447,825.00</b>
Construction Cost KW Emerson	\$ 1,498,477.54
Net Change Orders / Added & Deleted	\$ 204,828.43
<b>FINAL CONTRACT AMOUNT (KW Emerson)</b>	<b>\$ 1,703,305.97</b>

**FINANCIAL CONSIDERATIONS:**

For the Redwood tanks project, of the \$3,728,601 in total project costs, the District received \$2,100,000 in grant funds through Cal-OES. The District expects to receive approval for approximately \$710,858 in additional grant funds. For the Larkspur tank, the total project costs are \$483,379. As his project began prior to creation of the Capital Renovation and Replacement (Capital R&R) program, the District’s Special Project Fund in the Interest Reserve Fund (Fund 108) was the initial source of the \$in local matching funds. Thereafter, the balance of project costs totaling \$1,401,122 are being funded through the Capital R&R water program.

Attachments:      Resolution 2023 - \_\_\_\_\_ Accepting Completion KW Emerson Notice of Completion  
                          Resolution 2023 - \_\_\_\_\_ Accepting Completion California Aquastore Notice of Completion

**RESOLUTION NO. 2023-**

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

**COMPLETION AND ACCEPTANCE OF THE EBBETTS PASS REDWOOD WATER  
STORAGE TANKS WILDFIRE HAZARD MITIGATION PROJECT, CIP #11095**

**WHEREAS**, the District Engineer of the Calaveras County Water District (CCWD) has executed a Notice of Completion for the EBBETTS PASS REDWOOD WATER STORAGE TANKS WILDFIRE HAZARD MITIGATION PROJECT, CIP #11095, verifying all work is substantially completed pursuant to the contracts between said CCWD and CALIFORNIA AQUASTORE, INC. and;

**WHEREAS**, it appears to the satisfaction of this Board that said work under the subject Construction Agreement has been fully completed and performed as required in said Agreement and the plans and specifications therein referred; accepting minor punch list items to be satisfactorily corrected by CALIFORNIA AQUASTORE at the earliest possible time and prior to releasing the two (2) year warranty bond;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of CALAVERAS COUNTY WATER DISTRICT that:

1. Acceptance of completion of said work is hereby made and ordered.
2. The Clerk to the Board of CCWD is hereby directed to record with the Calaveras County Recorder the Notice of Completion, pursuant to Section 3093 of the Civil Code of the State of California.

**PASSED AND ADOPTED** this 15th day of November 2023 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Scott Ratterman, President  
Board of Directors

**ATTEST:**

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Rebecca Hitchcock  
Clerk to the Board

Recorded at the Request of  
And return to:  
CALAVERAS COUNTY WATER DISTRICT  
120 TOMA COURT  
SAN ANDREAS, CA 95249

## NOTICE OF COMPLETION

**OWNER:** CALAVERAS COUNTY WATER DISTRICT  
120 Toma Court  
San Andreas, CA 95249

**PROJECT:** CALAVERAS COUNTY, CALIFORNIA  
REDWOOD WATER STORAGE TANKS WILDFIRE HAZARD  
MITIGATION PROJECT, CCWD CIP #11095A  
BOLTED STEEL TANK MATERIALS PROCUREMENT AND  
INSTALLATION.  
Plans and Specifications dated FEBURARY, 2021  
Contract dated APRIL 19, 2021  
Resolution No. 2023- , NOVEMBER 15, 2023

**CONTRACTOR:** CALIFORNIA AQUASTORE.  
PO Box 551131  
SOUTH LAKE TAHOE, CA 96155

**NOTICE IS HEREBY GIVEN**, pursuant to Section 3093 of the Civil Code of the State of California, that I, Kevin Williams, P.E., Senior Engineer for the Ebbetts Redwood Water Storage Tanks Wildfire Hazard Mitigation Project, CALAVERAS COUNTY WATER DISTRICT, hereby certify that the Project described above was constructed to the best of my knowledge in accordance with the plans, specifications, and any modifications thereto. Expect for minor punch list items, the construction of improvements were completed as of October 31, 2023.

Said work consist of furnishing all labor, materials, equipment, and incidentals required to provide engineered water tank design, tank materials fabrication, installation of glass fused bolted steel storage tanks, staircase and tank appurtenances as shown on the project drawings and as specified in the project documents. The tank design, materials, fabrication, and methods of construction shall conform to the requirements of AWWA D 103-19 for Factory Coated Bolted Steel Tanks. The tanks shell shall have a minimum of 1/4" material sheet thickness with no external stiffeners and mil finish aluminum dome. The work locations are known as Big Trees Tank 8, Big Trees Tank 4, Arnold Tank 13, Heather Drive Tank and Larkspur Court Tank.

DATED:

CALAVERAS COUNTY WATER DISTRICT

\_\_\_\_\_  
Mark Rincon-Ibarra, P.E.  
District Engineer

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

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF CALAVERAS    )

Mark Rincon-Ibarra, being first duly sworn, deposes and says:

I am the District Engineer for CALAVERAS COUNTY WATER DISTRICT, County of Calaveras, California, for the Ebbetts Pass / Big Trees South Zone Redwood Potable Water Storage Tanks Wildfire Hazard Mitigation Project; that I have read the foregoing Notice of Completion and that the facts therein stated are true of my own knowledge except as to matters therein stated upon information and belief, and as to such matters I believe them to be true.

\_\_\_\_\_  
Mark Rincon-Ibarra, P.E.  
District Engineer

SUBSCRIBED AND SWORN to before me on \_\_\_\_\_, by Mark Rincon-Ibarra, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Kate Jesus, Notary Public  
Commission Expires

**RESOLUTION NO. 2023 –**

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

**COMPLETION AND ACCEPTANCE OF THE EBBETTS PASS REDWOOD WATER  
STORAGE TANKS WILDFIRE HAZARD MITIGATION PROJECT, CIP #11095**

**WHEREAS**, the District Engineer of the Calaveras County Water District (CCWD) has executed a Notice of Completion for the EBBETTS PASS REDWOOD WATER STORAGE TANKS WILDFIRE HAZARD MITIGATION PROJECT, CIP #11095, verifying all work is substantially completed pursuant to the contracts between said CCWD and KW EMERSON, INC. and;

**WHEREAS**, it appears to the satisfaction of this Board that said work under the subject Construction Agreement has been fully completed and performed as required in said Agreement and the plans and specifications therein referred; accepting minor punch list items to be satisfactorily corrected by KW EMERSON at the earliest possible time and prior to releasing the two (2) year warranty bond;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of CALAVERAS COUNTY WATER DISTRICT that:

1. Acceptance of completion of said work is hereby made and ordered.
2. The Clerk to the Board of CCWD is hereby directed to record with the Calaveras County Recorder the Notice of Completion, pursuant to Section 3093 of the Civil Code of the State of California.

**PASSED AND ADOPTED** this 15th day of November, 2023 by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

\_\_\_\_\_  
Scott Ratterman, President  
Board of Directors

**ATTEST:**

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk to the Board



Recorded at the Request of  
And return to:  
CALAVERAS COUNTY WATER DISTRICT  
120 TOMA COURT  
SAN ANDREAS, CA 95249

## NOTICE OF COMPLETION

**OWNER:** CALAVERAS COUNTY WATER DISTRICT  
120 Toma Court  
San Andreas, CA 95249

**PROJECT:** CALAVERAS COUNTY, CALIFORNIA  
REDWOOD WATER STORAGE TANKS WILDFIRE HAZARD  
MITIGATION PROJECT, CCWD CIP #11095  
Plans and Specifications dated JUNE 3, 2021  
Contract dated AUGUST 6, 2021  
Resolution No. 2023- , NOVEMBER 15, 2023

**CONTRACTOR:** KW EMERSON, INC.  
PO Box 549  
San Andreas, CA 95249

**NOTICE IS HEREBY GIVEN**, pursuant to Section 3093 of the Civil Code of the State of California, that I, Kevin Williams, P.E., Senior Engineer for the Ebbetts Redwood Water Storage Tanks Wildfire Hazard Mitigation Project, CALAVERAS COUNTY WATER DISTRICT, hereby certify that the Project described above was constructed to the best of my knowledge in accordance with the plans, specifications, and any modifications thereto. Expect for minor punch list items, the construction of improvements were completed as of October 31, 2023.

Said work consisted of all labor, materials, equipment and services : Demolition services and general site clean-up; the supply and installation and operation of temporary facilities to maintain customer service during construction; supply and install tank appurtenance including concrete foundation; temporary water storage; valves and piping; supply and installation of two (2) pressure sustaining altitude valves; street improvements; and the supply and installation of electrical and instrumentation improvements as indicated on the project Drawings at I be done at five separate locations within the Communities of Camp Connell, Arnold and Forest Meadows CA. The work locations are known as Big Trees Tank 8, Big Trees Tank 4, Arnold Tank 13, Heather Drive Tank and Larkspur Court Tank.

DATED:

CALAVERAS COUNTY WATER DISTRICT

\_\_\_\_\_  
Mark Rincon-Ibarra, P.E.  
District Engineer

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

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF CALAVERAS     )

Mark Rincon-Ibarra, being first duly sworn, deposes and says:

I am the District Engineer for CALAVERAS COUNTY WATER DISTRICT, County of Calaveras, California, for the Ebbetts Pass / Big Trees South Zone Redwood Potable Water Storage Tanks Wildfire Hazard Mitigation Project; that I have read the foregoing Notice of Completion and that the facts therein stated are true of my own knowledge except as to matters therein stated upon information and belief, and as to such matters I believe them to be true.

\_\_\_\_\_  
Mark Rincon-Ibarra, P.E.  
District Engineer

SUBSCRIBED AND SWORN to before me on \_\_\_\_\_, by Mark Rincon-Ibarra, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Kate Jesus, Notary Public  
Commission Expires

4b

A G E N D A  
I T E M

4b

# Agenda Item

DATE: November 15, 2023

TO: Michael Minkler, General Manager

FROM: Charles Palmer, Senior Civil Engineer

RE: Discussion/Action regarding Approval of Contract Amendment for PBI, Inc. Engineering Services During Construction for Copper Cove Phase 1 & 2 Tank B and Clearwell Project, CIP # 11083C

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## RECOMMENDED ACTION

Motion: \_\_\_\_\_ / \_\_\_\_\_ to adopt Resolution No.2023-\_\_\_\_\_ approving amendment to the Professional Services Agreement (PSA) with Peterson Brustad, Inc. adding construction phase engineering services for the Copper Cove Phase 1 & 2 Tank B and Clearwell Project, CIP #11083C and authorizing the General Manager to execute an amendment not to exceed \$141,190 as proposed by the attached budget reallocation.

## SUMMARY

This item was initially presented to the Engineering Committee on November 2, 2023. The approval of the full Board is requested because the dollar amount of the proposed contract amendment exceeds the General Manager's normal authorization limit.

For the Copper Cove Phase 1 and 2 Tank B & Clearwell Project, a construction contract with T&S Construction, Inc. was approved at the Board of Director's meeting on September 19, 2023. A Notice to Proceed was issued to T&S on October 13, 2023. The project construction has started and will continue during the next fiscal years. Through the construction phase, staff needs engineering assistance to assure successful project delivery. It's a common practice for services of the design engineer to carry over into the construction phase. Staff recommends an amendment to its contract with PBI to add engineering services during construction. The initial award of the design contract to PBI was secured through a competitive process. The additional scope of work to be added to PBI's contract includes reviewing shop drawings, responding to requests for information, assisting with change orders, leading construction meetings, preparing as-built drawings, performing materials testing and special inspections, and conducting environmental pre-construction surveys. PBI's estimated fees for the added scope of work is \$257,615.

Also, PBI is proposing other contract adjustments both cost increases and credits as shown in the attached budget reallocation. PBI is proposing another \$99,522 in additional

scope of work items bringing the total extra fees to \$357,137. However, PBI is presenting a credit of \$215,947 for eliminating and/or reduced effort on other tasks. After accounting for all added costs and credits, PBI is proposed a contact amendment of \$141,190 incorporating all changes in scope.

### **FINANCIAL CONSIDERATIONS**

The current adopted CIP budget includes \$4.0 million in FY 2023-24 and another \$4.0 million in FY2024-25 for the Copper Cove Phase 1 & 2 Tanks and Clearwell Project. This project is being funded by the Water CIP Loan issued June 1, 2022. The approved T&S construction contract is \$6,929,450. Staff anticipates being able to fund PBI construction phase services within the approved budget.

*Attachments: Resolution No. 2023--\_\_ Approving an Amendment to the Professional Services Agreement (PSA) with Peterson Brustad, Inc  
Budget Reallocation Letter*

**RESOLUTION NO. 2023-**

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

**APPROVING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE COPPER  
COVE PHASE 1 & 2 TANK B AND CLEARWELL PROJECT  
CCWD CIP #11083C**

**WHEREAS**, on September 19, 2023, the Calaveras County Water District (CCWD) approved a construction contract with T&S Construction Co., Inc. for the Copper Cove Phase 1 & 2 Tank B and Clearwell Project. A Notice to Proceed was issued to T&S on October 13, 2023 and construction of the project has begun. Staff needs engineering assistance to assure successful project delivery through the construction phase; and

**WHEREAS**, through a competitive proposal process, Peterson Brustad, Inc. (PBI) was previously selected and awarded a design contract for the project. It is common practice for services of the design engineer to carry over into the construction phase. Staff recommends retaining PBI for engineering services during construction; and

**WHEREAS**, PBI prepared a scope of work and fee estimate of \$257,615 to provide engineering services during construction. Also, as presented in the attached budget reallocation, PBI is proposing other contract adjustments – both increases and credits – resulting in a requested net contract amendment of \$141,190.

**BE IT RESOLVED**, the Calaveras County Water District Board of Directors hereby approves an amendment to the Professional Services Agreement with PBI adding construction phase engineering services for the Copper Cove Phase 1 & 2 Tank B and Clearwell Project, CIP #11083C and authorizes the General Manager to execute said amendment and contract adjustments not to exceed \$141,190 as proposed in the attached budget reallocation.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Scott Ratterman, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



October 11, 2023

Charles Palmer, P.E.  
Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95249

**Subject: Budget Reallocation for Phase 3 Booster Pump Station Project and Phase 1 and Phase 2 Tank Projects Construction Support Services**

Dear Charles,

We are submitting to you our budget reallocation request to support the Copper Cove Water System Improvements Phase 3 Booster Pump Station Project and the Phase 1 and Phase 2 Tank Projects Construction Support Services. Budget reallocation will include the following adjustments:

- Task 3 – Existing Tanks PDR and Condition Assessment. Tank condition assessments were removed for the existing Clearwell and Steel B-Tank. This unused budget will be provided as a credit.
- Task 4 – Phase 2 Design – B Tank BPS – The B Tank BPS was eliminated. The design effort for this task will be provided as a credit.
- Task 6 – Phase 3 Design – C1 and Copper Valley Transmission Main (C-Tank BPS and Transmission Main). The recommended project has changed from the original proposal and now includes the design of the transmission main.
- Task 8 – Land Survey and Geotechnical Report. Available surveys and geotechnical information provided by the District for Phase 1 and Phase 2 Tanks design reduced the level of effort for this task and the remaining budget will be provided as a credit.
- Task 14 (New Task) – Phase 1 and Phase 2 Tank Projects Engineering Services During Construction. This task is a new task added to reallocate the Task 4 B Tank BPS design budget to support the Phase 1 and Phase 2 Tank Projects Engineering Services During Construction.
- Task 15 (New Task) – DDW Permit Amendment and Operations Plan Update
- Task 16 (New Task) – C-Tank BPS and Transmission Main Bid Period Services. This task is added to support the bid services for the C-Tank BPS and T-Main project.

**Task 6 – Phase 3 (C-Tank) Booster Pump Station Design Modifications**

The original proposal assumed that a new intermediate booster pump station would be built between to the existing booster pump station at the water treatment plant and the C-Tank site and that the transmission main to the C-Tanks would utilize the original design. The recommended alternative from the preliminary design report was to modify the existing pumps at the existing

water treatment plant with high head pumps eliminating the intermediate pump stations and modify the size and pressure class of the previously designed transmission main. The modified design provides for a reduced level of effort (credit) for the elimination of the intermediate booster pump station. The transmission main size and pressure class modifications requires the addition of design plans for the modified transmission main. The original number of design sheets per the original proposal was 10 and the modified number of design sheets to include the transmission main is increased to 25.

### **Task 16 – Phase 1 and Phase 2 Tank Project Engineering Services During Construction**

The original proposal only scoped bid support services and did not include engineering services during construction. The original proposal also included a design budget for replacing the Phase 2 B-Tank Booster Pump Station (BPS) which is currently planned to be abandoned. The District has requested that the remaining B-Tank BPS design budget be reallocated to support the Phase 1 and Phase 2 Tank Projects Engineering Services During Construction.

The additional design services for both the Phase 3 Booster Pump Station project and the Phase 1 and Phase 2 Tanks project are summarized below:

### **Task 6 – Phase 3 Design C-Tank BPS and Transmission Main**

**6.3 50% Design Documents** – PBI will develop design drawings, specifications, and estimate of probable construction cost to support the selected design alternative for the C-Tank Booster Pump Station and Transmission Main project. This includes the removal of the intermediate booster pump station and addition of 15 civil/mechanical drawings. The attached cost table identifies the additional level of effort above the original proposed budget and includes credit for the removed services.

**6.4 90% Design Documents** – PBI will incorporate the District’s comments from the 50% design and develop 90% design documents.

**6.5 100% Design Documents** – PBI will incorporate the District’s comments from the 90% design and develop 100% design documents.

**6.6 Bid Set Documents** – PBI will incorporate the District’s comments from the 100% design and develop Final design documents.

#### ***Deliverables:***

- A complete set of plan and profile drawings
- Edited project manual
- Engineer’s probable construction cost estimate
- Response to comments table identifying how each comment was addressed and where each revision is located in the engineering documents

#### ***Assumptions:***

- PBI understand that the District uses the Engineer’s Joint Contract Document Committee (EJCDC) boilerplate front end contract documents and bid forms
- The format for the construction cost estimates will be consistent with the bid schedule to be utilized



- Lump sum items on the bid schedule will be broken down as would be required for a contractor for their Schedule of Values
- Existing control panel and power service will be modified
- Construction services, SCADA configuration, and PLC Programming are not included in this scope
- SCADA upgrade is not included in this scope of work.
- Project Drawings will be “to scale” and furnished to the District in Portable Document Format (PDF) file format for reproduction as both 11”x17” (ANSI C) and 22”x34” (ANSI D) paper size.
- Final drawings will be furnished in Autodesk AutoCAD format in addition to PDF file format.
- PBI to provide response to comments to District for each deliverable

#### **Task 14 – Engineering Services During Construction (Phase 1 and Phase 2 Tanks)**

**Task 14.1 Review Shop Drawings and Submittals (Up to 100)** – PBI will perform a technical review and return submittal reviews to the District or Construction Manager. Submittals will be reviewed for conformance with the Conformed Contract Documents. Submittal reviews will be completed in conformance with the requirements of the specifications. This task assumes up to 100 submittals will be reviewed and 20% will be resubmitted.

**Task 14.2 Respond to RFIs (Up to 50)** – PBI will review and provide response to RFIs to the District or Construction Manager. RFIs will be reviewed for conformance with the Conformed Contract Documents. RFI reviews will be completed in conformance with the requirements of the specifications and within the time allotted therein. This task assumes up to 50 RFI’s will be reviewed.

**Task 14.3 Change Order Coordination (Up to 10)** – PBI will review change order requests from the Contractor, perform review of merit of request, and provide cost estimate review. PBI will provide a written recommendation regarding the merit and amount of the request to the District for review and approval. This task assumes up to 10 change order requests will be reviewed.

**Task 14.4 Bi-Weekly Project Meetings (Up to 24 in person and up to 24 virtual)** – PBI will run bi-weekly project meetings and will prepare agendas to discuss status of outstanding submittals, RFIs, change orders as needed. This task assumes that PBI will attend up to 48 bi-weekly meetings; up to 24 meetings will be attended virtually and up to 24 will be in person located at the project site.

**Task 14.5 Prepare As-Built Drawings** – PBI will develop electronic as-built drawings from redlined drawings from the Contractor, and inspector.

**Task 14.6 Materials Testing and Special Inspection** – Materials testing and special inspection will be supported by Mid Pacific Engineering. MTSI will include grading and tank subgrade preparation observation/testing as well as soils testing.

#### **Task 15 – DDW Permit Amendment and Operations Plan Update**

**Task 15.1 DDW Permit Amendment** – PBI will support the District in obtaining permit amendment application approval from the DDW for the CCWTP improvements. PBI will prepare a start-up and commissioning plan to support this.

**Task 15.2 Operations Plan Update** – PBI will provide a draft and final Operations Plan update for the CCWTP that incorporates the following:

- New Clearwell with operational flexibility to operate in parallel or series
- B-Tank Site modifications including the ability to feed from the C-tank considering future improvements are made to the effluent booster pump station

***Deliverables:***

- Meeting agendas and minutes
- Provide up to 100 submittal reviews and up to 50 RFI responses, and up to 10 change order reviews.
- As-built Drawings submitted electronically
- DDW Permit Amendment
- Draft/final operations plan update

***Assumptions:***

- PBI will attend up to 48 meetings; up to 24 virtually and 24 in person
- Construction surveying not included
- Full-time construction inspection is not included
- O&M manuals and marked-up As-Built drawings will be provided by Contractor
- Construction completion anticipated within 24 months of NTP

**Task 17 – Lake Tulloch Emergency Intertie Bid Support Services**

**17.1 Pre-Bid Meeting** - PBI will attend and develop agenda and sign-in sheet for pre-bid meeting.

**17.2 Bid Addenda (Up to 3)** – PBI will prepare written responses to answer bidder’s requests for information and to make clarifications and prepare written addenda to address changes and clarifications to the drawings, bid forms, project manual and technical specifications.

**17.3 Conformed Documents** – PBI will prepare conformed plans and specifications, in response to changes based on addenda prepared for the bid documents.

**17.4 Bid Evaluation** – PBI will review the bids and make a recommendation for award, addressing any significant discrepancies between the final engineer’s opinion of probable construction costs and the lowest responsive, responsible bidder’s bid.

***Deliverables:*** Addenda, Conformed Plans and Specifications delivered electronically

***Assumptions:***

- The District will advertise and circulate the bid documents for public bidding of the project for construction.
- Includes up to 3 bid addenda

The remaining fee credits and the additional fees for these services are detailed in the attached budget reallocation spreadsheet. Services will be provided on a time and materials basis. We look forward to providing continued support for this project. If you have any questions or desire any additional information, please do not hesitate to contact me at (916) 608-2212.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Brustad', with a long horizontal flourish extending to the right.

Karl Brustad, PE, MBA  
Principal

Attachments:  
Budget Reallocation Spreadsheet

**Estimated Work Effort and Cost  
Calaveras County Water District - Copper Cove Water System Improvements Budget Reallocation**

Task No.	Task Description	Principal in Charge	Senior Engineer 3 - QA/QC	Project Manager 2	Senior Engineer 1	Staff Engineer 2	Staff Engineer 1	Technician 2	Administrative 4	PBI Labor	Total PBI Labor (\$)	PSOMAS (Survey)	Dewberry (Environmental)	ATEEM (Electrical)	CYS (Structural)	CSJ (Condition Assessment)	Mid Pacific (Geotech)	PBI Expenses (\$)	Total Cost (\$)
	2023 Rates	\$265.00	\$ 245.00	\$ 225.00	\$ 205.00	\$ 155.00	\$ 135.00	\$ 105.00	\$ 110.00										
<b>Task 3 - Existing Tanks PDR and Condition Assessment - Clearwell and B Tank (steel)</b>																			
	Task 3 Credit									0	\$ (2,534)				\$ (13,200)	\$ (6,545)		\$ (253)	\$ (22,533)
	Subtotal Task 3	0	0	0	0	0	0	0	0	0	\$ (2,534)	\$ -	\$ -	\$ -	\$ (13,200)	\$ (6,545)	\$ -	\$ (253)	\$ (22,533)
<b>Task 4 - Phase 2 Design - B Tank BPS</b>																			
	Task 4 Credit									0	\$ (91,777)			\$ (34,496)	\$ (43,560)			\$ (9,178)	\$ (179,011)
	Subtotal Task 4	0	0	0	0	0	0	0	0	0	\$ (91,777)	\$ -	\$ -	\$ (34,496)	\$ (43,560)	\$ -	\$ -	\$ (9,178)	\$ (179,011)
<b>Task 6 - Phase 3 Design C1 and Copper Valley Transmission Main</b>																			
	Task 6 Credit									0	\$ -				\$ (74,800)			\$ -	\$ (74,800)
6.3	50% Design Documents	10	7	12	25	40	67	26		187	\$30,165							\$3,017	\$33,182
6.4	90% Design Documents	16	13	24	21	48	58	35		215	\$36,076							\$3,608	\$39,683
6.5	100% Design Documents	10	7	12	17	24	33	6		109	\$19,355							\$1,936	\$21,291
6.6	Bid Set	8	11	16	13	36	45	9		138	\$23,680							\$2,368	\$26,048
	Subtotal Task 6	44	38	64	76	148	203	76	0	649	\$ 109,275	\$ -	\$ -	\$ -	\$ (74,800)	\$ -	\$ -	\$ 10,928	\$ 45,403
<b>Task 8 - Land Survey and Geotechnical Report</b>																			
8.1	Topographic Survey - Phase 1 and Phase 2 Design (Credit)									0	\$ -	\$ (4,973)						\$ -	\$ (4,973)
8.2	Geotechnical Report - Phase 1 and Phase 2 Design (Credit)									0	\$ -							\$ (9,430)	\$ (9,430)
	Subtotal Task 8	0	0	0	0	0	0	0	0	0	\$0	-\$4,973	\$0	\$0	\$0	\$0	\$0	\$ (9,430)	\$ (14,403)
<b>Task 14 - Engineering Services During Construction (Phase 1/2 Tanks)</b>																			
14.1	Review Shop Drawings and Submittals (Up to 100)	30		60		120	60		8	278	\$49,030			\$8,536				\$4,903	\$62,469
14.2	Respond to RFIs (Up to 50)	25		50		50			2	127	\$25,845			\$3,762				\$2,585	\$32,192
14.3	Change Order Coordination (Up to 10)	5		5		10			2	22	\$4,220							\$422	\$4,642
14.4	Bi-Weekly Project Meetings (Up to 24 in person/ 24 virtual)	72		72		90	30		4	268	\$53,720			\$1,320				\$5,372	\$60,412
14.5	Prepare As-Built Drawings	6		12		24	32	32	2	108	\$15,910			\$2,244				\$1,591	\$19,745
14.6	Materials Testing and Special Inspection	1		2		2			2	7	\$1,245						\$43,489	\$125	\$44,858
14.7	Environmental Surveys and Inspection	2			4				2	8	\$1,570		\$31,570					\$157	\$33,297
	Subtotal Task 14	141	0	201	4	296	122	22	818	818	\$151,540	\$0	\$31,570	\$15,862	\$0	\$0	\$43,489	\$15,154	\$257,615
<b>Task 15 - Lake Tulloch Emergency Intertie Design</b>																			
15.1	DDW Permit Amendment	2		4		16	24		2	48	\$7,370							\$737	\$8,107
15.2	Operations Plan Update	6	6	12	24	24	60		2	134	\$22,720							\$2,272	\$24,992
	Subtotal Task 15	8	6	16	24	40	84		4	182	\$30,090	\$0	\$0	\$0	\$0	\$0	\$0	\$3,009	\$33,099
<b>Task 17 - C-Tank BPS and T-Main Bid Support Services</b>																			
17.1	Pre-Bid Meeting	4		6				2		12	\$2,630							\$263	\$2,893
17.2	Bid Addenda (Up to 3)	4		6	8	12	16			46	\$8,070							\$807	\$8,877
17.3	Conformed Documents	2	4	6			8	10	2	32	\$5,210							\$521	\$5,731
17.4	Bid Evaluation	4		4		8				16	\$3,200							\$320	\$3,520
	Subtotal Task 17	14	4	22	8	20	24	10	4	106	\$19,110	\$0	\$0	\$0	\$0	\$0	\$0	\$1,911	\$21,021
<b>COLUMN TOTALS</b>		207	48	303	112	504	433	102	30	1,755	\$215,704	-\$4,973	\$31,570	-\$18,634	-\$131,560	-\$6,545	\$34,059	\$21,570	\$141,190

SUBTOTAL COST	\$357,137
SUBTOTAL CREDIT	\$ (215,947)
TOTAL NET COST	\$141,190

4c

A G E N D A  
I T E M

4c

# Agenda Item

DATE: November 15, 2023

TO: Michael Minkler, General Manager

FROM: Charles Palmer, Senior Engineer

RE: Discussion regarding Agreement Between Department of Army and the Calaveras County Water District for Design and Construction Assistance for the Copper Cove Wastewater Treatment Plant Project

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## RECOMMENDED ACTION

None / Discussion Only

## SUMMARY

On November 6, 2024, the Calaveras County Water District (CCWD) received an executed copy of the Letter Report and approved version of the initial Project Partnership Agreement (PPA) from the Department of Army (USACE). The General Manager signed and returned the initial PPA and certifications and returned the executed documents to USACE. This milestone allows CCWD and USACE staff to resume work on the project.

Under authority of the Water Resources Development Act (WRDA) of 1992, Environmental Infrastructure (hereinafter "Section 219"), the Department of Army has prepared a Letter Report and PPA, attached hereto, for infrastructure improvements to the Copper Cove Wastewater Treatment Plant Project. The planned improvements to the tertiary treatment facility include adding dissolved air floatation (DAF) or suspended air floatation (SAF) units for treating/removing algae and replacing the filter system. Additional improvements include enlarging the Pond 6 dam and effluent storage reservoir and relocating pipelines, pumps and other existing facilities in conflict with the dam raise.

All treatment and filtration upgrades, estimated to cost \$17,666,667, will be funded incrementally. Before proceeding with the project, the Department of Army and the Calaveras County Water District must enter into a PPA for Increment 1 which obligates \$2,666,667 in project funds including a 75% Federal cost share and 25% Non-Federal cost share by CCWD. The attached Funds Allocation Table provides a summary for Increment 1 costs. Funds will be used for completion of environmental and cultural resource studies and NEPA. CCWD will complete the design plans and specifications. USACE will procure a construction contractor for equipment, site preparation, and installation of the tertiary pre-treatment system.

## **FINANCIAL CONSIDERATIONS**

The authorized Federal Funding for Calaveras County Section 219 Program is \$13,280,000. The U.S. Army Corps of Engineers (USACE), Sacramento District (SPK), received \$1,000,000 in the FY22 conference and another \$1,000,000 from the FY23 conference. The 25% cost share obligates a maximum of \$4,426,666 in Non-federal funding by CCWD including an initial \$666,667 for Increment 1.

The adopted FY23-24 CIP budget includes adequate funding for CCWD's cost share for Increment 1. This includes the CC Tertiary, DAF & UV Improvements, CIP #15097 project with \$735,238 in funding from the CC Sewer Expansion Fund and the CC Pond 6 Dam Raise, CIP #15112 with \$667,619 in funding from the Capital R&R Sewer fund.

*Attachments:*      *Letter Report*  
                          *Project Partnership Agreement (PPA)*  
                          *Certificate of Authority*  
                          *Certification Regarding Lobbying*

**Letter Report**  
**Section 219 – Calaveras County, CA**  
**Calaveras County Water District**  
**Copper Cove Wastewater Treatment System Improvements**  
**October 2023**

**PURPOSE:** This report will serve as the basis for the U.S. Army Corps of Engineers (USACE), Sacramento District (SPK) to enter into a Project Partnership Agreement (PPA) with the Calaveras County Water District (CCWD). CCWD plans to upgrade their Copper Cove Wastewater Treatment and Water Reclamation Facility.

**AUTHORITY:** Section 219 of the Water Resources Development Act (WRDA) of 1992, Environmental Infrastructure (Pub. Law No. 102-580; 106 Stat 4835 – 4836) (hereinafter "Section 219"), as amended, authorizes the Secretary of the Army to provide assistance to non-Federal interests for carrying out water-related environmental infrastructure and resource protection and development projects including wastewater treatment and related facilities and water supply, storage, treatment, and distribution facilities. Under this authority, the Secretary may provide design, engineering, and/or construction assistance.

Design and construction assistance specifically for implementation of the Copper Cove Wastewater Treatment System Improvements project is authorized by Section 219 (f) (86) (added to WRDA 1992 by WRDA 2007, Pub. Law No. 110-114, § 5158, 121 Stat. 1259), which authorizes federal assistance for water supply and wastewater infrastructure improvement projects in Calaveras County, California, including wastewater reclamation, recycling, and conjunctive use projects. The latest amendment provided by WRDA 2022 Section 8375 (b)(2)(A) (Pub. Law No. 117-262; 136 Stat. 3816), authorized an increase in Federal funding from \$3,000,000 to \$13,280,000 for projects located within Calaveras County.

**SPONSOR:** CCWD is the non-Federal sponsor for this project. The project detailed in this Letter Report is the Copper Cove Wastewater Treatment Plant Improvement Project located in Calaveras County, California. A location map and project map are attached as Figure 1 and Figure 2, respectively.

CCWD was formed in 1946 under the laws of the State as a not-for-profit county water district for the purpose of providing water and sewer service to the residents of Calaveras County and is a political subdivision of the State of California. CCWD has broad general powers over the use of water within its boundaries, including the right of eminent domain, authority to acquire, control, distribute, store, spread, sink, treat, purify, reclaim, process and salvage any water for beneficial use, to provide sewer service, to sell treated or untreated water, to acquire or construct hydroelectric facilities and sell the power and energy produced to public agencies or public utilities engaged in the distribution of power, to contract with the United States, other political subdivisions, public subdivisions, public utilities, or other persons, and subject to Article XIII A [Tax Limitation] of the State constitution, to levy taxes and implement improvements.

CCWD currently provides water and wastewater service to approximately 18,885 municipal, residential, and commercial customers in six water service areas and thirteen wastewater



service areas. About a third of the communities served by CCWD are classified as disadvantaged communities.

**DESCRIPTION OF PROJECT:** CCWD and SPK will complete the Copper Cove Wastewater Treatment System Improvements from 2024 to 2026. Increment 1 includes the completion of environmental and cultural resource studies and National Environmental Policy Act. CCWD will complete the design plans and specification for increment 1. USACE will procure a construction contractor for procurement of equipment, site preparation, and installation of the tertiary pre-treatment system.

**REAL ESTATE:** CCWD owns and operates all lands required for this project.

**ENVIRONMENTAL COMPLIANCE:** A California Environmental Quality Act Environmental Impact Report was completed for the Copper Cove Pond No. 6 Enlargement in 2009. Cultural resources surveys were conducted for the area in 1988.

As part of the NEPA process, CCWD will complete investigations, biological and cultural surveys, biological assessment, as needed and assess resources areas and compliance with applicable federal environmental laws such as the National Historic Preservation Act (NHPA), Endangered Species Act, Fish & Wildlife Coordination Act, Clean Water Act, and Clean Air Act. SPK will complete an Environmental Assessment (EA), in coordination with the CCWD. As necessary, CCWD will be responsible for obtaining applicable permits. As necessary and applicable, SPK will complete consultation for the Fish and Wildlife Coordination Act and with U.S. Fish and Wildlife Service, National Marine Fisheries Service, State Historic Preservation Office, and tribal entities. SPK will finalize the EA and NEPA decision document expected to be a Finding of No Significant Impact for the project, based on current information.

**FINANCIAL CAPABILITY OF SPONSOR:** CCWD has secured the non-Federal funds necessary to provide its 25 percent cost-share under Section 219(b) for increment 1. CCWD's funding sources for the cost-share match include the Sewer Capital Renovation and Replacement Fund and the Copper Cove Sewer Expansion Fund. CCWD has provided a financial certification dated January 12, 2023, with their understanding of financial obligations as non-federal sponsors for the Copper Cove Wastewater Treatment Plant System Improvement Project. CCWD may seek funding from the State of California but is not dependent on state funding for the local cost share. Due to recent cost increases, construction of all treatment and filtration upgrades are estimated to cost \$17,666,667. Increment 1 is estimated to cost \$2,666,667.

The authorized Federal funding for Calaveras County Section 219 Program is \$13,280,000. SPK received \$1,000,000 in the FY22 conference and another \$1,000,000 from the FY23 conference. Funds will be used for completion of environmental and cultural resource studies and NEPA. CCWD will complete the design plans and specifications. USACE will procure a construction contractor for equipment, site preparation, and installation of the tertiary pre-treatment system.

**COSTS:** Table 1 provides the Increment 1 project description and costs. Table 2 provides a detailed cost breakdown for Increment 1 both Federal and non-Federal costs.

**Table 1. Estimated Increment 1 Summary Costs**

Key Increments	SUBTOTAL
Increment 1 - Completion of environmental and cultural resource studies, and NEPA. CCWD will complete the design plans and specification. USACE will procure a construction contractor for equipment, site preparation, and installation of the tertiary pre-treatment system.	\$2,666,667

**Table 2. Increment 1 Estimated Cost Breakdown**

Calaveras County, Section 219 - Project Increment #1 P2-503704			
Tasks	Combined Costs	Federal	Non-Federal
CCWD Non-Federal Costs	\$500,000	\$375,000	\$125,000
Environmental Compliance	\$200,000	\$150,000	\$50,000
Design / Engineering Tertiary Pre-Treatment System	\$300,000	\$225,000	\$75,000
SPK Federal Costs	\$185,667	\$139,250	\$46,417
NEPA / Cultural Resources	\$52,000	\$39,000	\$13,000
ED Federal Review & Coordination	\$41,000	\$30,750	\$10,250
Project Management and Support	\$40,667	\$30,500	\$10,167
Construction Management	\$0	\$0	\$0
Contracting	\$52,000	\$39,000	\$13,000
Construction Contract	\$1,981,000	\$1,485,750	\$495,250
Construction & Equipment Procurement (Equipment ~\$900k)	\$1,981,000	\$1,485,750	\$495,250
<b>Total Costs</b>	<b>\$2,666,667</b>	<b>\$2,000,000</b>	<b>\$666,667</b>
Total Project - Performance Share		75.0%	25.0%
Theoretical Share (75% / 25%)		75.0%	25.0%
Difference (Δ)		0.0%	0.0%

**SCHEDULE:** After approval of this Letter Report by the South Pacific Division Commander and the execution of the Project Partnership Agreement (PPA) the PDT will develop a schedule. Increment 1 will include completion of environmental and cultural resource studies and NEPA. CCWD will complete the design plans and specifications. USACE will procure a construction contractor for procurement of equipment, site preparation, and installation of the tertiary pre-

treatment system expected to be completed in FY24 through FY25 depending on equipment lead times.

**UNUSUAL ASPECTS OF THE PROJECT:** This project is outside traditional USACE mission purposes and will provide Federal design and construction assistance for an environmental infrastructure project. The program to date consists entirely of Congressional adds and work plan funding with no assurance of follow-on funding. Current guidance dictates that usable increments of work that can be accomplished within available appropriations/funding should be identified. This project meets that criterion, as work will be broken into multiple work packages (Increments) to meet available funding.

**PROJECT PARTNERSHIP REQUIREMENTS:** Project Partnership requirements are outlined by authorization and PPA language stating the non-Federal Sponsor shall contribute at least 25 percent of the total project costs. The 25 percent non-Federal share will take the form of cash, creditable in-kind contributions, and/or credit for lands, easements, rights of way, relocations, and dredged material disposal areas (LERRD). Where the value of LERRD and in-kind contributions exceed 25 percent of total project costs there will be no credit or reimbursement of those excess amounts.

**IMPLEMENTATION RESPONSIBILITIES:** CCWD is responsible for completion of the design, environmental compliance, and LERRDs. CCWD will provide SPK with plans and specifications meeting USACE requirements for each design element, as in-kind work. SPK will review the plans and specifications in accordance with the terms of the PPA. Any changes to the design or the scope of work will follow the SPK change management process and be reviewed and approved by SPK/SPD prior to implementation.

CCWD will prepare technical specifications for the procurement of the tertiary wastewater treatment equipment meeting USACE requirements. SPK contracting will complete the procurement of the tertiary wastewater treatment equipment following USACE contracting procedures.

CCWD will complete investigations, biological and cultural surveys, and other studies necessary for the completion of environmental compliance documents and the NHPA compliance. SPK's Environmental Resources Branch will provide technical assistance, review, and finalize environmental documents and cultural resource findings, finalize environmental decision documents, and complete consultations with State Historic Preservation Office, tribal entities, US Fish and Wildlife Service, and National Marine Fisheries as needed.

SPK will establish the project delivery team (PDT) to support the project. The PDT will meet at a minimum of monthly to ensure project is on schedule and within scope and costs. CCWD and SPK will prepare a Review Plan (RP) as part of the Project Management Plan (PMP) that will outline the reviews scalable to the design complexity, and meeting USACE requirements. The RP and PMP are living documents and will be updated if a substantial change is made or annually.

An integral determination report (IDR) will be prepared for work in kind. Planned work in kind includes the completion of environmental and cultural resource studies, and NEPA. CCWD will

complete the design plans and specification for Increment 1. USACE will procure a construction contractor for procurement of equipment, site preparation, and installation of the tertiary pre-treatment system.

**RECOMMENDATION:** Under the authority delegated to me by the Chief of Planning and Policy Division Directorate of Civil Works memorandum dated 12 December 2001, Subject: Delegation of Approval Authority for Section 219 Project Letter Reports (Environmental Infrastructure), I find this Letter Report to be in compliance with applicable regulations and guidance. Therefore, the Letter Report is approved and will serve as the basis for the project partnership agreement with the non-Federal Sponsor, the Calaveras County Water District.

CHAD W. CALDWELL, P.E.  
COL, EN  
Commanding

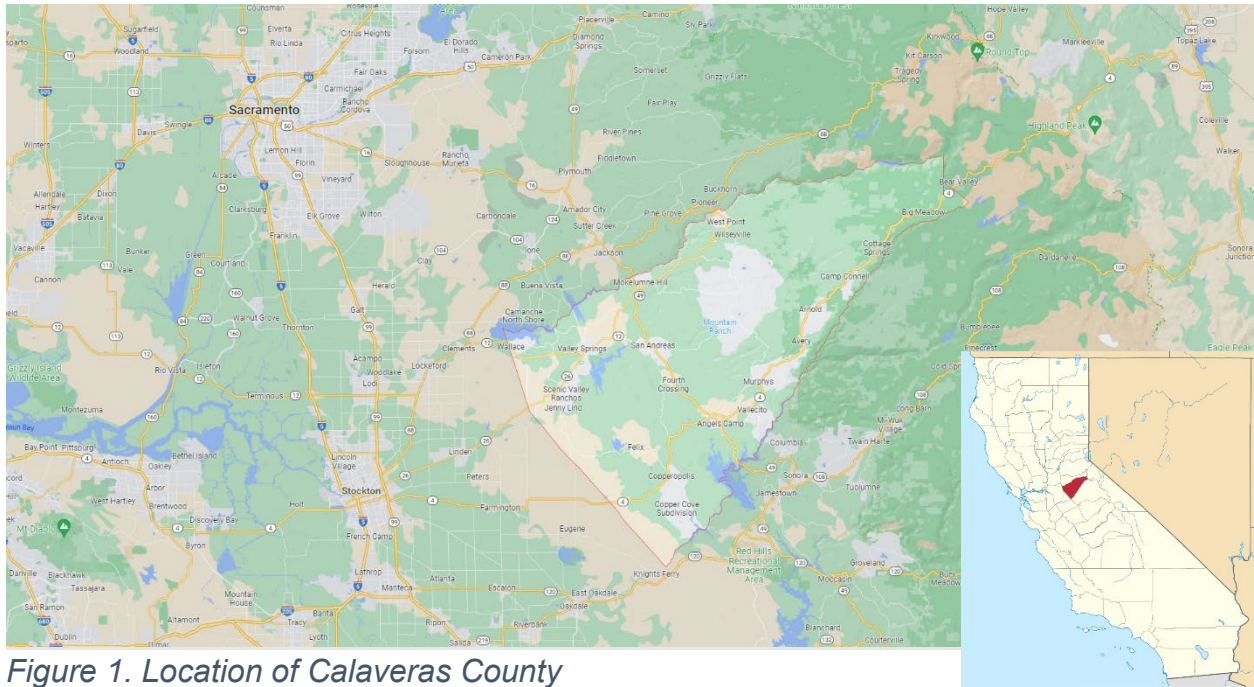


Figure 1. Location of Calaveras County



Figure 2. Copper Cove Wastewater Treatment Facility (1) and Reclamation Facility (2).

Attachment  
AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE CALAVERAS COUNTY WATER DISTRICT  
FOR  
DESIGN AND CONSTRUCTION ASSISTANCE  
FOR THE  
COPPER COVE WASTEWATER TREATMENT PLANT PROJECT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Sacramento District (hereinafter the “District Commander”) and the Calaveras County Water District (hereinafter the “Non-Federal Sponsor”), represented by its General Manager.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for Copper Cove Wastewater Treatment Plan Project at Copperopolis, California was authorized by Section 219 (f)(86) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter “Section 219”);

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Letter Report, and approved by the Division Commander for South Pacific Division. The initial increment of work consists of completion of environmental and cultural resource studies and compliance with applicable environmental laws, including the National Environmental Policy Act. Non-federal sponsor will complete the design plans and specifications. The government will procure a construction contractor for equipment, site preparation, and installation of the tertiary pre-treatment system, as generally described in the Letter Report for Section 219 – Calaveras County, Copper Cove Wastewater Treatment System Improvements, dated October 2023 and approved by the Division Commander for South Pacific

## Attachment

Division on November 4, 2023. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “in-kind contributions” means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for South Pacific Division (hereinafter the “Division Commander”). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.



## Attachment

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of the following year.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days

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after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1<sup>st</sup> prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government

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shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

### ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

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C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

## ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

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1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

## ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

### Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable

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real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property

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interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be

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only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of California would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.



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B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

### ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$2,666,667, with the amount of Federal funds available for such work limited to \$2,000,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$666,667 \_\_\_\_\_, which includes creditable real property interests projected to be \$0 \_\_\_\_\_, creditable relocations projected to be \$0 \_\_\_\_\_, creditable in-kind contributions projected to be \$666,667 \_\_\_\_\_, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$0 \_\_\_\_\_. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Sacramento District (L2)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required.

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Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to “FAO, USAED, Sacramento District (L2)” to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor’s responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor’s behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

## ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills

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auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

### ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

### ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

### ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

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ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:  
General Manager  
Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95247

If to the Government:  
District Commander  
U.S. Army Corps of Engineers, Sacramento District  
1325 J Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

Attachment

DEPARTMENT OF THE ARMY

CALAVERAS COUNTY WATER DISTRICT

BY: \_\_\_\_\_  
Kevin P. Arnett, P.E., PhD.  
Lieutenant Colonel, U.S. Army  
District Commander

BY:   
Michael Minkler  
General Manager

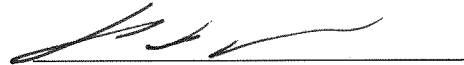
DATE: \_\_\_\_\_

DATE: 11/06/2023

## CERTIFICATE OF AUTHORITY

I, Matthew J. Weber, do hereby certify that I am the principal legal officer for the Calaveras County Water District, that the Calaveras County Water District is a legally constituted public body with full authority and legal capability to perform the terms of the Design and Construction Agreement for Copper Cove Wastewater Treatment Plant Project between the Department of the Army and the Calaveras County Water District in connection with the Copper Cove Wastewater Treatment Plant Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Design and Construction Agreement for Copper Cove Wastewater Treatment Plant Project, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Design and Construction Agreement for Copper Cove Wastewater Treatment Plant Project on behalf of the Calaveras County Water District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 6th day of November 2023.



**Matthew J. Weber**  
**General Counsel**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**[SIGNATURE OF PPA SIGNATORY]**

**Michael J. Minkler**

**General Manager / Calaveras County Water District**

DATE: 11/06/2023

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# Agenda Item

DATE: November 15, 2023  
TO: Michael Minkler, General Manager  
FROM: Damon Wyckoff, Director of Operations  
RE: Report on the October 2023 Operations Department

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## **RECOMMENDED ACTION:**

Report on the Operations Departments Report for Districts 1 through 5.

## **SUMMARY:**

Attached is the monthly Operations Department Report for October 2023. The report will review the operational status and work completed by departmental administration and each of the five Districts. The report will cover the following:

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

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

## **FINANCIAL CONSIDERATIONS:**

None.

*Attachment: Octoberr 2023 Operations Department Reports for Districts 1 through 5*

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# Operations Departments Report

October 1<sup>st</sup> through October 31<sup>st</sup>, 2023

## **Director of Operations:**

1. On-going coordination and management of multiple District Operations projects and work efforts.
2. Coordinated Mobile MMS Training for District Staff.
3. Participated in Workshop #2 for the Disinfection Byproducts Root Cause Analysis.
4. Site visits to multiple in-construction District projects.
5. Continued to work with District Staff and the consultant to ensure the effective resolution of punch list items for the AMI Project.
6. Conducted a Tour with TUD Staff of Glass-fused Steel Tanks in Ebbetts Pass.
7. Participated in multiple onsite project progress meetings.
8. On-going FEMA coordination related to DR-4683 and DR-4699.
9. Participated in a Tour of the West Point WWTP.
10. Participated in a tour of the Jenny Lind WTP.
11. Participated in a kickoff meeting to develop a Request for Design Proposals for the La Contenta WWTP.
12. On-going CARB related work with MCWRA and ACWA.
13. Continued participation in meetings with Calaveras County Public Works focused on road conditions and project coordination in the Rancho Calaveras Service Area.

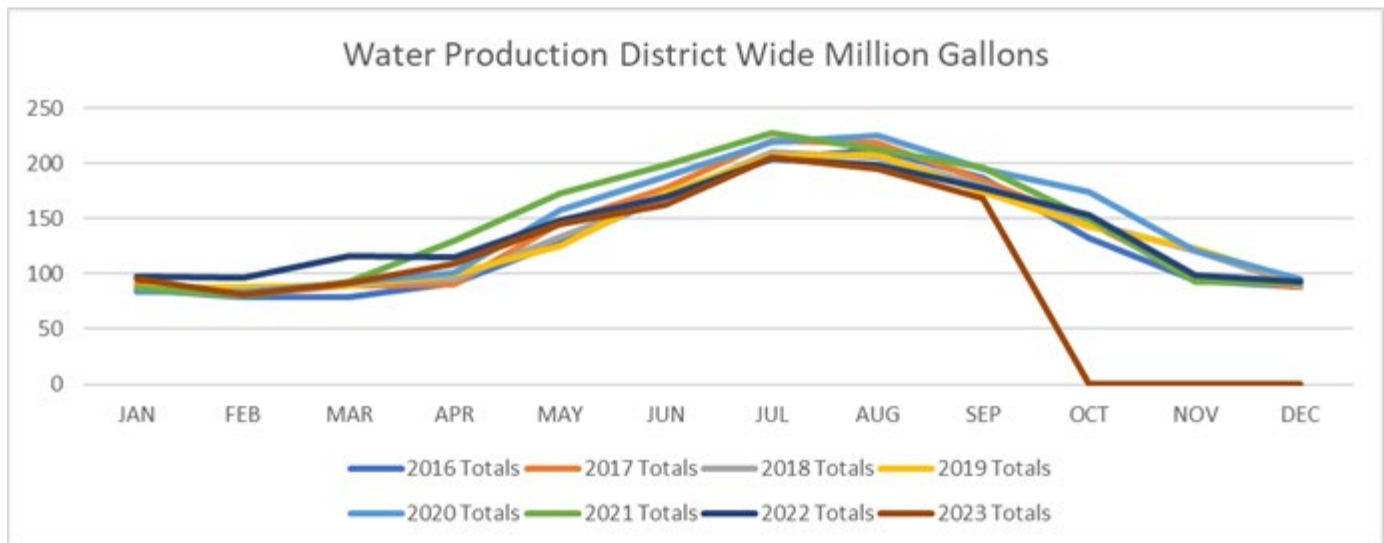
## **Administrative Technician:**

1. Maintained Field Calendar
2. Received/Tracked All USA North Line 811 Locates – Handled Associated Calls – 696 Received District Wide
3. Facilitated with Employee Reimbursements
4. Facilitated with Employee Certification – Applications, Exams, Renewals, Trainings, Resources
5. Field Training Course Ordering/Registrations/Travel Arrangements
6. Process Operations Purchase Order Batches
7. On Call Reminders, Transfers, Logs
8. Electronic Lab Report Filing
9. Organizing and Archiving Operations Department Documents
10. Safety Tailgate Meetings: Create, Track, & Archive
11. Attended Various Meetings & Webinars
12. Permit Renewals
13. Continued CERS Program Work Efforts
14. 2023 Backflow Program Work Efforts
15. Cross Connection Survey Work Efforts
16. On Call Document Updates
17. Miscellaneous Administrative Functions

## **Plant Operations Manager:**

1. Completed the review and acceptance of the monthly and quarterly State Water Reports for all the Districts Water Systems and submitted them to the State.

2. Completed the monthly and quarterly Wastewater Reports for all the Districts Wastewater Systems and submitted them to the State.
3. Continued to work very closely with the new operator in West Point to ensure that all system needs are met.
4. On-going work associated with PO's and ordering supplies for different District facilities and projects.
5. Continued work efforts on annual backflow testing
6. Ongoing work efforts associated with the Ebbetts Pass HAA5 violation for purposes of public notification and data collection.
7. Began work to facilitate the rehabilitation of 3 filters at the La Contenta Wastewater Treatment plant.
8. On-going work with our lab on UCMR5 sampling.
9. Participated in a tour of Jenny Lind Water Treatment Plant with members of the public.
10. Completed backflow site visits with the Operations Admin Tech.
11. Spent time with Treatment Plant Operators doing plant checks at Southworth, Wallace Wastewater, and Wallace Water.
12. Worked to secure 2 new ozone generators for Copper Cove Water Plant.
13. Completed the State mandated SAFER Reporting with the External Affairs Manager.
14. Ongoing work efforts related to the District's Cross Connection Control Surveys with the Operations Admin.
15. Worked to renew the District's EPA IDs of all sites associated with CERS (California Environmental Reporting System).
16. Attended the kickoff construction meeting for Copper Cove water system tank project.
17. Working with Peterson Brustad Inc. on West Point water plant filter addition.
18. Working on the Operations plan for revision for West Point Water Treatment Plant.
19. On-going work efforts with the Districts CERS annual reporting.
20. Working with the Sheriff's department on getting our new radio tower site up and going.
21. Below is the water production for the month of September 2023.



**Construction and Maintenance Manager:**

1. Staff meetings.
2. Board meetings.
3. AMI weekly project update meetings.
4. Copper Lift Station and force main relocation project weekly meetings.
5. West Point/Wilseyville Consolidation on-site project meeting.
6. Attended monthly CWEA Northern/Central Committee meeting.
7. Attended and assisted with the coordination of Mobile MMS training.
8. -Attended Engineering and Ops coordination meeting.
9. -Participated in a collaboration meeting with County Public Works and CCWD staff.
10. -Data discussion regarding Sentryx with CCWD staff.
11. -Joined in on the US Army Corp of Engineers reservoir outlook for 2024 presentation.

12. -Attended Copper Cove phase 1 & 2 tank project pre-con meeting.
13. Reviewed Mueller punch list items from AMI project and responded with status.
14. -Coordination with Collections Senior to pump and clean Vallecito camp septic tanks. (16 loads).
15. -Open Service Orders for Jenny Lind Distribution for items on Keystone punch list.
16. -Participated in tour and presentation to public at the Jenny Lind Water Treatment Plant.
17. -Attended monthly CWEA Northern/Central Committee meeting.
18. -Coordination with JL Distribution Senior regarding failed PRV on Friedman and over pressurizing.
19. -Site visit to Copper Town Square to meet with CV developers to discuss sewer options.
20. -Updated equipment rental prices on cost to serve sheets.
21. -Meeting with CCWD staff to discuss A to B transmission main project and options on paving and service line replacements.
22. -Pre-Con meeting at LS 15 & 18 in Copper with CCWD staff, PG&E, Mazingo and Fuzion.
23. -Site visit to corner of Hwy 26 and Silver Rapids to check on possible leak (on customer side).
24. -Worked with Construction crew driving 10-wheeler on the tule removal project at White Pines.
25. -Tours with staff from TUD to look at glass lined bolt up steel tanks at District sites.
26. -Updated documents regarding on-call procedures and put together binders for training with newer staff.
27. -Multiple site visits to White Pines Lake tule removal project.
28. -Multiple phone calls to customers to discuss issues/concerns.

### **Purchasing Agent:**

1. Worked on inventory of new warehouse.
2. Completed invoicing for purchased material.
3. Met with various reps and received quotes for various items for purchase.
4. Ordered parts, tools, materials, and equipment for all departments.
5. Coordinated servicing of District Vehicles for Field Staff
6. Reconciled Credit Cards for Field Staff
7. worked with new facilities maintenance worker on work order completion.
8. worked on flooring and painting of the rest of the new warehouse.
9. Got quotes and orders for pumps for LS 21 and 22, LS 1, in Copper and LS 3 in Arnold. Ordered back up actuator and valves for AWWTP. Motors CCWTP, JL UV.
10. Ordered valves and hydrants for district.
11. Delivered supplies, materials, and parts.
12. Coordinated the maintenance of pumps in Copper for October
13. Worked on recall orders for lease vehicles.
14. New employee evaluation

### **Water Treatment Plants:**

#### **Copper Cove Water Treatment Plant:**

1. Ongoing work on new SCADA app for the Copper Area. Operators continue to troubleshoot the app. The Collections System still needs to be tested and verified for proper operation as well as the recent repair list checked off.
2. Multiple power outages causing many callouts and Ozone system shutdowns. UPS failed for ozone PLC. This caused a com failure to the ozone system.
3. Walk through preconstruction for Clearwell and B-Tanks project.

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

1. Operations as usual
2. Set up and tested new ACH chemical feed system at plant.
3. Gabriel set up sheets on the EP monthly report for monitoring results during ACH trial.
4. Set up special sampling schedule for ACH trails.
5. ACH jar testing was conducted in preparation for trials.
6. A new UVT/UVA spectrometer was ordered and in use to help with treatment optimization.
7. ERS inspected media leak on filter #1 clarifier.
8. Contacted Alderson Fencing regarding repairs needed at several facilities.
9. Ordered and installed markers to help locate sample sites during periods with heavy snow.

10. Worked with construction crew to maintain a lower lake level during the Oct. tule abatement project.
11. Monthly dam inspection conducted.
12. New electronics installed in the new Larkspur Tank.

**Jenny Lind Water Treatment Plant:**

1. Operations as usual

**Sheep Ranch Water Treatment Plant:**

1. Operations as usual
2. Break in/Vandalism at the Raw Water Pumping Station – All locks and lock tabs cut. No theft or other damage found.

**Wallace Lake Estates Well System:**

1. Operations as usual
2. Filters rehabilitated. Water quality has significantly improved.

**West Point Water Treatment Plant:**

1. Operations as Usual
2. On-going construction for the installation of the second filter – piping installation continues.

**Wastewater Treatment Plants:**

**Arnold Wastewater Treatment Plant:**

1. Operations as usual
2. Mechanics fabricated an addition to the headworks to keep rags out of the system. Installed
3. Cal FIRE removed weeds from filter drying beds and bucked up leftover tree rounds – site cleanup.
4. Ordered Auma WAS actuator and Keystone actuator to replace an old pneumatic backwash ram.

**Copper Cove Wastewater Treatment Plant:**

1. Pond 6 is dropping with the RCP in operation. Now blending Pond 4 and Pond 6 to maintain operations. Pump in Pond 6 installed to continue emptying Pond 6 to lowest level possible.
2. Solids in Ponds 1, 2 and 4. Are causing operational issues, and this needs to be addressed as soon as possible. (I am aware that Pat B and Jesse have been in contact and working on a test for the solids removal with CCWD staff and equipment. This would be a huge cost savings.

**Copper Cove Wastewater Reclamation Plant:**

1. Multiple power outages causing many callouts and RCP system shutdowns and startups.
2. The RCP continues to operate at a reduced flow. Maintaining influent flows to Wastewater plant.

**Country House Wastewater Facility:**

1. Operations as usual

**Forest Meadows Wastewater Treatment Plant:**

1. Operations as usual
2. Received 20K gallons of septage from the Vallecito Correctional Facility/Fire Camp.
3. Effluent flow meter failed; electricians repaired it.
4. New UV installation continues, Electrical component installations are almost complete.

**Indian Rock Vineyards Wastewater Facility:**

1. Operations as usual

**La Contenta Wastewater Treatment Plant:**

1. Operations as usual

**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. Electricians have to complete the wiring of the trash rack as part of the Vallecito Grit Removal Project.

**West Point Wastewater Treatment Plant:**

1. Operations as usual

**Wilseyville Wastewater Facility:**

1. Operations as usual

**Distribution:**

**Copperopolis Distribution System:**

**SERVICE LINE WORK**

1. 500 Pueblo Trail
2. 565 Antelope
3. 2423 Quail Hill
4. 2868 Salmon
5. 3030 Cheyenne
6. 202 Quail Meadow Ct
7. 1187 Sawmill
8. 277 Sunrise
9. 185 Oakhurst
10. 475 Sunrise
11. 449 Poker Flat

**MAIN LINE WORK**

None during this period

**Additional Work**

1. 6 Valves Turned
2. Service Requests
3. Flushed 26,250 gallons.
4. USA's
5. Assisted the Electrical Crew in Ebbetts Pass to dig a trench for conduit at a Blue Lakes Springs MWC tank site.

**Ebbett's Pass Distribution System:**

**SERVICE LINE WORK**

**Big Trees Village**

1. NAVAJO DR. 4 separate 1" Blue poly
2. CHEYENNE WAY 3 separate 1" Blue poly
3. KAROCK RD. 1" Blue poly

**Arnold**

4. PINE DR.  $\frac{3}{4}$ " Blue poly
5. CHURCH OF THE PINES 1" Poly
6. MEADOWVIEW RD. 1" Blue poly
7. ANTLER DR. 2 separate 1" Blue poly
8. LAKEMONT DR. 1" Brass
9. ROCKY RIDGE CT. 1" poly

**Avery/ Hathaway Pines**

10. CANYONVIEW DR. 1" Copper

11. RED TAIL HAWK DR. 1 ½" Meter flange

**MAIN LINE WORK**

1. None during this time

**Additional Work**

1. 522 USA Tickets
2. 18 Service Requests
3. 2 Hydrant Repairs
4. Flushed 12,000 Gallons Blagen Rd. Arnold
5. Flushed 3,000 Gallons Dardanella Vista B.T.V.
6. Ongoing multiple days weekly locating lines and having field meets associated with PG&E Underground Project
7. Assist Construction Crew with White Pines Lake restoration project.
8. Attended Root Cause Analysis workshop for Ebbetts Pass DBP issues.
9. Assisted with finishing touches on Tank Replacement Projects.
10. Replaced Can-a-Flex tube on Vac Truck and greased all fittings.
11. Cleared vegetation and cleaned culvert near Lift Station #2 and White Pines Lake that is notorious for flooding of roadway.
12. Ongoing organizing and cleaning of White Pines Barn and yard.
13. Ongoing routine infrastructure improvements and maintenance
14. Routine valve locating and exercising.

**Jenny Lind Distribution System:**

**SERVICE LINE WORK**

1. 7095 Jenny Lind Rd
2. 7374 Cassidy
3. 8014 Kirby
4. 8081 Kirby
5. 2910 Silver Rapids
6. 6251 Hwy 26
7. 5757 Thornicroft
8. 8756 Sparrowk
9. 6817 Conner
10. 3768 Berkesey
11. 4891 Hwy 26
12. 10760 Opal
13. 6755 Stabulis
14. 6455 Cane
15. 8775 Crosby Ct – Flare
16. 6346 Cane
17. 7138 Da Lee
18. 3999 Hartvickson
19. 6544 Cane
20. 2295 Partridge
21. 3490 Dunn
22. 3732 Dunn
23. 3950 Dunn
24. 4106 Dunn
25. 7333 Da Lee
26. 24 Pelican Place
27. 6013 Garner
28. 8566 Watts
29. 4839 Driver
30. 6199 Hwy 26
31. 7071 Jenny Lind Rd
32. 7464 Da Lee
33. 4231 Bartelink
34. 8487 Hautly
35. 8579 Hautly

36. 4806 Baldwin
37. 6593 Baldwin
38. 6850 Baldwin – 2 leaks on this line when we dug it up.
39. 6869 Baldwin – 3 leaks on this line when we dug it up.
40. 7131 Baldwin – Flare
41. 7192 Baldwin
42. 7357 Baldwin
43. 7438 Baldwin
44. 7573 Baldwin
45. 7796 Baldwin
46. 7968 Baldwin
47. Emereff PRV leak
48. Friedman PRV leak
49. Repaired leak on 1.5" PVC water line at La Contenta WWTP

**MAIN LINE WORK**

1. None during this time

**ADDITIONAL WORK**

1. Vehicle Inspections
2. Month end reads for fill stations, hydrant meters, raw water and lancha plana.
3. Lower end flushing for water quality.
4. Tank and pump station checks.
5. Raised meter box on Peachtree Ct for PG&E job.
6. Got tires replaced on jackhammer compressor trailer.
7. Got GapVax serviced and hydraulic leak repaired.
8. Repaired pilot system tubing on Friedman in line PRV.
9. Repaired blown out brass nipple on pilot system of the fire check PRV on Emereff.
10. Set up compaction testing and final paving at multiple leak repair sites.
11. Work orders for pressure problems, leak checks, meter installations and water quality issues etc.
12. Line locates.
13. Assisted utility crew with a complete line replacement on Silver Rapids.
14. Assisted West Point Distribution in West Point with leak repairs.

**West Point Distribution System:**

**SERVICE LINE WORK**

1. 24034 HWY 26
2. 96 Dowling (X's 2)
3. 1080 Barbera
4. 107 Barney
5. Assisted Jenny Lind Crew in the repair of many leaks in Rancho.

**MAIN LINE WORK**

1. None during this time

**ADDITIONAL WORK**

1. Help install cameras at WWTP and Warehouse.
2. MMS training.
3. Worked with Bad Elf GPS device.
4. Overseeing Electrical contractor digging across water main lines at WWTP.
5. Weekly pump checks.
6. Weekly flow reads.
7. Installed new toilet in warehouse.
8. Onsite while county public works excavated across water services to replace culvert. (County hit 3 service lines).
9. Warehouse yard maintenance- weed whacking clean up etc.
10. Country Ln water main is exposed. Conducted a needs assessment to have it replaced.
11. USAs
12. Service requests
13. Assisted the Collections Crew with sewer problems.
14. Installed new hot water heater in warehouse.



## **Construction**

1. Assisted in leak repair with the Ebbetts Pass, Copper Cove, and Jenny Lind Distribution Crews
2. White Pines Reservoir tule removal.
3. Slurry Line Meter Read.

## **Electrical:**

1. Installed 4 security cameras at West Point WWTP with the bucket truck.
2. Removed occupancy sensor and slave switches in the mechanics office, replace with traditional decora 3-way and 4-way switches.
3. Troubleshoot and repaired an H.O.A switch at Mountain Retreat lift station, tightened loose wires on PLC terminals.
4. Wired in/tested new aerator #2 in pond 1 at Forest Meadows WWTP.
5. Dug trench and installed underground conduit for the AML power feed at Blue Lakes tank.
6. Helped contractors get new filter #2 online at West Point WTP, helped with startup testing as well.
7. Pulled control cables to all banks and pinned out control cables for the new UV system at Forest Meadows WWTP.
8. Troubleshoot and repaired backwash return pump #2 flow problem at Jenny Lind WTP, replaced burnt relay.
9. Troubleshoot and repaired backup generator at Copper Cove lift station #15 during the construction project, went online with the MPAC1500, set clock to the correct time.
10. Troubleshoot and repaired pinch valve flow meter at Arnold WWTP after power outage.
11. Troubleshoot and repaired SCADA 2 machine Arnold WWTP after power outage.
12. Troubleshoot and repaired new Flexim flow meter at Forest Meadows WWTP, made signal dampening adjustments in the Flexim.
13. Troubleshoot and repaired telemetry communications failure at Heather Tank after a power outage, rebooted radio.
14. Replaced failed hour meter on influent pump #3 at Jenny Lind WTP with new unit.
15. Used remote SCADA access to troubleshoot and repair Win911 alarms at West Point WTP.
16. Worked with contractor at Larkspur tank getting new control panel installed.
17. Set the clock in the MPAC 1500 transfer switch at Copper Cove raw water pump station to the correct time.
18. Retrofitted LED lamps into all fixtures in the Forest Meadows WWTP U.V room.
19. Troubleshoot the solar flowmeter at the Wilseyville pond, replaced internal battery.
20. Troubleshoot and repaired the turbidimeter on filter #1, suspected failed ASCO valve, replaced with new.
21. Troubleshoot and repaired low air alarm at West Point WTP, went online with the PLC, found disabled in logic, enabled.
22. Removed electrical and controls from filter #1 at Jenny Lind WTP for filter rehab project.
23. Respiced pond 6 motor at Copper Cove WWTP, attached floats on S/O cord.
24. Worked with A-TEEM at Larkspur tank project getting new telemetry radios talking.
25. Replaced IEC starter and overloads for the mixer at Upper Cross-Country lift station.
26. Troubleshoot and repaired Ozone generator #1 at Jenny Lind WTP, flow meter had no power, 3 internal circuit breakers were tripped.
27. Wired in new pump motor at Lower Cross-Country lift station after unit was rebuilt.
28. Troubleshoot and repaired septic control panel at 7564 Pitt Ranch Ct. Panel was full of frogs, removed frogs and sealed entrance.
29. Troubleshoot 60kw Kohler portable generator, ordered new voltage selector switch.
30. Installed and programmed new occupancy sensors for the high bay lights at the new mechanic's shop.
31. Replaced failed pump #1 running indicator lamp at Lower Cross-Country lift station.
32. Performed annual flow meter calibrations at Southworth WWTP, Wallace WWTP and Wallace WTP.
33. Worked with A-TEEM at Copper Cove WTP on new Ignition SCADA system and water loss data collection.
34. Upgraded the firmware on the Ewon Cosy remote SCADA appliance for the latest security patches at Copper Cove WTP.
35. Worked with Gold Electric on the new interconnects for new filter #2 at West Point WTP.

36. Used remote SCADA access to fix the on-call security code in the Hunters WTP SCADA system.
37. Reset the clock in the MPAC1500 automatic transfer switch at Copper Cove headworks after observing an exercise at night.
38. Troubleshoot generator running alarm at Upper Cross-Country lift station, wiring was landed on the wrong terminals.
39. Added debounce timer in the PLC program for the mixer control at Upper Cross-Country lift station to prevent starter chatter.
40. Set calendar and clock setting to the correct date and time in the MPAC 1500 automatic transfer switch at Upper Cross-country lift station.
41. Replaced failed ethernet switch for the SCADA control network at La Contenta WWTP after old unit had failed.
42. Worked with Shape Inc on troubleshooting a pump at Lower Cross-Country lift station.
43. Wired in rebuilt pump at Upper Cross Country lift station.
44. Installed portable flow meter on the new filter #2 backwash line at West Point WTP, while TESCO locates their new flow meter transmitter.
45. Troubleshoot a weird smell in pump #2 at Copper Cove raw water pump station, compared thermal images of pump #1 with pump #2, as well as amp readings, pump #2 within spec.
46. Troubleshoot and repaired ozone generators and destruct units at Jenny Lind WTP, reset all units restoring proper function in auto.

## **Collections:**

1. SSO online reporting completed.
2. Weekly lift station inspections completed.
3. Monthly dry can inspections completed.
4. Monthly vehicle inspections completed.
5. Continued marking USA's district wide.
6. Worked on a bypass plan with rain for rent at Upper Cross-Country LS.
7. Pumped and cleaned lift stations 12 & 13.
8. Checked grease traps in Copper (quarterly inspections).
9. Started ARV inspections in Copper for bi-annual maintenance.
10. Pulled pump 2 at LS 1 in Copper due to pump failure. Will need to order new pump.
11. Pumped and cleaned back wash ponds at West Point WTP.
12. Checked ARV's in La Contenta.
13. Checked grease traps in La Contenta.
14. Checked grease traps and ARVs in West Point.
15. Pumped and cleaned Vallecito Correctional Camp's septic system.
16. Checked grease traps in Arnold.
17. Called out to 249 Thompson lane odor complaint. Found no issues on CCWD side.
18. Called out to 7564 pit ranch road septic tank alarm. The panel was full of tree frogs causing it to trip the breaker.
19. Called out to Forest Meadows lift stations due to power outages.
20. Checked ARV's in Arnold and Vallecito areas.
21. Multiple days of pumping septic tanks in West Point.
22. Pumped and cleaned Hwy 4 LS and Hydro'd line above it.
23. Helped The Copper Distribution Crew with the repair of a water leak near pizza plus.
24. Called out to 7081 Ospital rd. Septic tank alarm. On off float went bad.
25. Called out to Lower Cross-Country LS due to pump 2 failure.
26. Called out to Copper generators due to power outages night of 10-22-23.
27. Installed rebuilt pump at Upper Cross-Country LS.
28. Hydro'd the bench in Forest Meadows (yearly maintenance).
29. Hydro'd the head works at Vallecito WWTP.
30. Called to 45 pine street in West Point backed up septic tank. Had to pump the tank for the weekend due to effluent line being plugged.
31. Dug up check valve at 45 pine street and found it was plugged up with feminine hygiene products cleared it. Tank is working fine now.

## **Mechanical:**

1. Welcomed aboard new mechanic Darren Johnson.
2. Conducted district wide generator checks while introducing new employee to generator and district equipment locations and job requirements.
3. Repaired packing gland water supply line to the Hunter Dam Pump Station's pump #2.
4. Replaced drive belts on Hunters WTP air compressor.
5. Researched and fabricated stands for the West Point WTP chemical tanks in coordination with the new filter installation.
6. Final alignment and test run of Meadowmont Pump Station's pump #3 after pump rebuild and installation.
7. Crane lift and repair of the discharge hose of Copper Cove WWTP pond 6 sub pump due to placement complications.
8. Responded to Copper LS 15. The generator failed to start during test after generation repositioning. Replaced battery and insured its running capability.
9. Assisted the Collections Crew with crane lift and de-ragging of LS1 pump and placed back in service.
10. Researched, fabricated, and repaired excavator bucket to ensure White Pines lake cleaning project continuation.
11. Troubleshoot VEH719 (2017 Jeep Wrangler) overheating, replaced water pump and thermostat.
12. Troubleshoot tow behind air compressor failure. Failed to make air pressure for jack hammer. Separated the compressor from engine to find the coupler had come out of adjustment. Corrected adjustment, serviced compressor and engine, repacked and adjusted wheel bearings and placed back in service.
13. Replaced battery at LS #8 generator, fan belts on LS #12 generator, as well as assist collections and electricians install of lower cross country submersible pump (crane lift).
14. Researched, fabricated, and installed a custom upgrade of the Arnold WWTP heads works auger to re-fit seals and screen assembly in the head works trough to correct poor filtration prior to entering the plant.
15. Replaced front brakes and passenger front upper control arm on V608(2001 Chevy Silverado) to correct bad shake under braking.
16. Troubleshoot water leaking into the cab of V712 (2016 F350). Re-sealed and corrected leaks at both the roof antenna and third brake light.
17. Training, troubleshooting and repairs to V126 (2004 VacCon), diagnosed hydraulic issues, corrected multiple water leaks and diag pulsation of high-pressure water system.
18. Troubleshoot a high-pressure water pump problem, tore down and parts researched, repair pending.
19. Replaced failed oil pressure switch on larkspur tank generator and fuel HWY generators due to power outages.
20. Assisted in the installation of an Upper Cross-Country pump (crane lift).
21. Replaced batteries and run-tested all or most of the vehicles in the corp yard storage as well as towable generators.
22. Attempted a Valley Springs A-tank pump #4 mechanical seal replacement only to find high bearing run out of the upper pump section requiring a pump rebuild.
23. Research to correct and bring up to date our BIT inspection program.
24. Serviced VEH736 (2020 GapVax) and corrected hydraulic leaks.

## **Underground:**

1. Continued Service Lateral replacements in the Jenny Lind Area.

**Prepared By: Damon Wyckoff, Director of Operations**