

RESOLUTION NO. 2019-67
RESOLUTION NO. PFA-03
ORDINANCE NO. 2019-03

AGENDA

MISSION STATEMENT

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

Regular Board Meeting
Wednesday, September 25, 2019
1:00 p.m.

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

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

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **ROLL CALL**

2. **PUBLIC COMMENT**

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

3. **CONSENT AGENDA**

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

3a Approval of Minutes for the Board Meetings of August 28 and September 11, 2019

BOARD OF DIRECTORS

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

3b Ratify Claim Summary #570 Secretarial Fund in the Amount of \$4,454,320.14 for August, 2019
(Peter Martin, Interim Director of Administrative Services) **RES 2019-_____**

3c Accept the Report on the Monthly Investment Transactions for August 2019

4. CLOSED SESSION

4a Public Employee Performance Evaluation-Government Code §54957
General Manager

5. NEW BUSINESS

5a Discussion/Action Authorizing Revisions to the Division 5/Jenny Lind and La Contenta/
Gold Creek Estates Unit 3, Water and Wastewater Service Facilities Agreement
(Charles Palmer, District Engineer) **RES 2019-_____**

5b* Discussion/Action Regarding Consideration of General Manager Contract Addendum
(President Thomas)

6. REPORTS

6a* General Manager Report

7.* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

8. NEXT BOARD MEETINGS

- Wednesday, October 9, 2019, 1:00 p.m., Regular Board Meeting
- Wednesday, October 23, 2019, 1:00 p.m., Regular Board Meeting

9. 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
Executive Committee (*ad hoc*)

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

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Auditor

Richardson & Company, LLP

Membership**

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

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

Ratterman / Thomas
Thomas (alt. Ratterman)

Thomas / Underhill
All Board Members

All Board Members
Peter Martin (alt. Metzger)

Peter Martin

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

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



RESOLUTION NO. 2019-62
RESOLUTION NO. PFA-03
ORDINANCE NO. 2019-03

MINUTES

CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

August 28, 2019

- Directors Present: Russ Thomas, President
Bertha Underhill, Vice President
Scott Ratterman, Director
Cindy Secada, Director
Jeff Davidson, Director
- Staff Present: Michael Minkler, General Manager
Rebecca Hitchcock, Clerk to the Board
Peter Martin, Interim Director of Admin Services
Joel Metzger, Manager of External Affairs
Charles Palmer, District Engineer
Damon Wyckoff, Director of Operations
Stacey Lollar, Manager of Human Resources
Jesse Hampton, Plant Operations Manager
- Others Present: Georg Krammer, CEO, Koff & Associates
Vickey Mills

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Thomas called the Regular Board Meeting to order at 1:02 p.m. and led the pledge of allegiance. All Board members were present.

2. PUBLIC COMMENT

There was no public comment

3. CONSENT AGENDA

MOTION: Directors Davidson/Secada - Approved Consent Agenda Item: 3a, 3b, 3c, and 3d as presented

- 3a Approval of Minutes for the Board Meeting of August 28, 2019
- 3b Review of the Report on Monthly Investment Transactions for July 2019
(Peter Martin, Interim Director of Administrative Services)
- 3c Approval of Computerized Maintenance Management System (CMMS) Professional Services Agreement
(Damon Wyckoff, Director of Operations) **RES 2019-62**
- 3d Approve the Region 3 Election Ballot for the 2020-2021 Term for the Association of California Water Agencies
(Rebecca Hitchcock, Clerk to the Board)

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

4. NEW BUSINESS

- 4a Presentation Regarding Total Compensation Report by Koff & Associates
(Stacey Lollar, Human Resources Manager)

DISCUSSION: George Krammer, CEO of Koff & Associates presented the Total Compensation Study Final Report to the Board. He explained the process taken for the survey and comparator selection. He reviewed the findings of the survey and answered many questions from the Board.

PUBLIC COMMENT: There was no public comment.

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

- 4b Discussion/Action regarding Acceptance and Final Completion of the Jenny Lind Water Plant Pretreatment Project, CIP #11092
(Charles Palmer, District Engineer) **RES 2019-63**

MOTION: Directors Davidson/Ratterman - Adopted Resolution 2019-63 Accepting the Final Completion of the Jenny Lind Water Plant Pretreatment Project, CIP #11092

DISCUSSION: Mr. Palmer advised the Board that the Jenny Lind Water Plant Pretreatment Project, CIP #11092 has been completed by R.E. Smith Contractor, Inc. He stated that construction has been completed in accordance with the contract drawings and specifications with just a few minor punch list items left. Mr. Palmer recommended acceptance of the project completion and recordation of the Notice of Completion. Mr. Palmer responded to questions from the Board.

PUBLIC COMMENT: There was no public comment.

RECESS was called at 2:20 p.m. **SESSION RESUMED** at 2:25 p.m.

5. OLD BUSINESS

- 5a Update on Actions of the Eastside Groundwater Sustainability Agency and JPA (Peter Martin, Interim Director of Administrative Services)

DISCUSSION: Mr. Martin gave a PowerPoint presentation with an update on the actions of the Eastside Groundwater Sustainability Agency and Joint Powers Agency. He responded to various questions from the Board regarding the plan and implementation.

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

6. GENERAL MANAGER REPORT

DISCUSSION: Mr. Minkler reported on the following activities: 1) the Mokelumne River Association meeting and the great presentation on Sustainable Groundwater Management Act (SGMA) given by Walt Ward; 2) a legislative update on SB1 which would lock in place environmental and labor restrictions prior to proposed Federal Legislation changes; and 3) new proposals for Water Bonds could be coming soon and the Association of California Water Agencies (ACWA) has assembled a Water Bond Working Committee.

7. BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

Director Underhill reported that 12 trees will be removed from White Pines Lake due to bark beetle damage. She also thinks CCWD should participate in the video contest California Special Districts Association (CSDA) is having for High school students.

Director Secada reported that the HWY 4 Meeting will be next week on Sept. 5th. She attended the Calaveras Amador Mokelumne River Authority (CAMRA) meeting as an alternate and was impressed by the group.

Director Ratterman had nothing to report.

Director Davidson would like an update on our public noticing cost.

Director Thomas reported that he attended a City Planning meeting in Saddle Creek with Michael Minkler and Joel Metzger and thought the meeting went really well.

8. NEXT BOARD MEETINGS

- Wednesday, September 11, 2019, 1:00 p.m., Regular Board Meeting
- Wednesday, September 25, 2019, 1:00 p.m., Regular Board Meeting

9. CLOSED SESSION

The meeting adjourned into Closed Session at approximately 2:55 p.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Scott Ratterman, and Jeff Davidson; staff member Michael Minkler, General Manager; and Special Counsel, Dave Cameron.

- 9a Conference with Legal Counsel-Anticipated Litigation

Significant Exposure to Potential Litigation-Government Code §54956.9(d)(2)-1 case.

9b Public Employee Discipline/Dismissal/Release-Government Code §54957

9c Public Employee Performance Evaluation-Government Code §54957
General Manager

10. REPORTABLE ACTION FROM CLOSED SESSION

The Board reconvened into Open Session at approximately 4:45 p.m. There was no reportable action.

11. ADJOURNMENT

With no further business, the meeting adjourned at approximately 4:45 p.m.

By:

ATTEST:

Michael Minkler
General Manager

Rebecca Hitchcock
Clerk to the Board



RESOLUTION NO. 2019-64
RESOLUTION NO. PFA-03
ORDINANCE NO. 2019-03

MINUTES

CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

September 11, 2019

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

Staff Present: Michael Minkler, General Manager
Rebecca Hitchcock, Clerk to the Board
Damon Wyckoff, Director of Operations
Peter Martin, Interim Director of Administrative Services
Stacey Lollar, Human Resources Manager
Robbie Creamer, Engineering Analyst

Others Present: Vickey Mills

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Thomas called the Regular Board Meeting to order at 1:00 p.m. and led the pledge of allegiance. All Board members were present.

2. PUBLIC COMMENT

There was no public comment

3. CONSENT AGENDA

MOTION: Directors Davidson/Secada - Approved Consent Agenda Item: 3a and 3b as presented

3a Review Board of Directors Monthly Time Sheets for August, 2019.

3b Approval of Amendment of the Fiscal Year 2019-20 Personnel Allocation
(Stacey Lollar, Human Resources Manager) **RES 2019-64**

4. NEW BUSINESS

4a Discussion/Action Regarding Awarding and Authorizing a Construction Contract for the Jenny Lind (Kirby, Gabor, and Garner) Service Line Replacement Project, CIP #11066G
(Charles Palmer, District Engineer) **RES 2019-65**

MOTION: Directors Davidson/Underhill - Adopted Resolution 2019-65 Awarding and Authorizing a Construction Contract for the Jenny Lind (Kirby, Gabor, and Garner) Service Line Replacement Project, CIP # 11066G

DISCUSSION: Mr. Palmer presented the bid for the Jenny Lind Service Line Replacement Project. There was discussion on the scope of the project, the budgeting process, and the possibility of change orders. The Board would like staff to check project references on the awarded bidder since the District has not worked with them before.

PUBLIC COMMENT: There was no public comment.

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

4b Discussion/Action Regarding Amending the FY 2019-20 CIP Budget for the Jenny Lind Service Line Replacement Project (CIP#11066G)
(Peter Martin, Interim Director of Administrative Services) **RES 2019-66**

MOTION: Directors Ratterman/Underhill - Adopted Resolution 2019-66 Approving the Amendment the FY 2019-20 CIP Budget for the Jenny Lind Service Line Replacement Project (CIP#11066G)

DISCUSSION: There was no discussion on this item.

PUBLIC COMMENT: There was no public comment.

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

4c Accept and File the GASB 75 – Actuarial Valuation of Other Post-Employment Benefits and Actuarially Determined Contributions Report
(Peter Martin, Interim Director of Administrative Services)

MOTION: Directors Secada/Davidson – by Minute Entry, Approved and Accepted the District’s Actuarial Valuation of Other Post-Employment Benefits and Actuarially Determined Contributions Report

DISCUSSION: Mr. Martin presented the report and answered questions from the Board on the details. Director Secada would like to have the consultant, Nicolay Consulting Group give a presentation at a future Board Meeting to fully explain the report to the Board.

PUBLIC COMMENT: There was no public comment.

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

5. **OLD BUSINESS**

Nothing to report

6. **REPORTS**

6a Report on the August 2019 Operations Department
(Damon Wyckoff, Director of Operations)

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

PUBLIC COMMENT: There was no public comment.

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

6b General Manager Report

DISCUSSION: Mr. Minkler reported on the following activities: 1) the new Engineer, Kevin Williams started working with the District this week; 2) a current employee, Mike Crank has been hired as the new Purchasing Agent, effective October 1, 2019; 3) Reach 1 work stopped as of today since Mazingo pulled out for unknown reasons. There will be more information to come as soon as possible; 4) there is a Techite line leak in Big Trees Village which will require a Boil Water Advisory for approximately 130 customers; 5) there are meetings scheduled with the Army Corp of Engineers for the Section 219 Authorization and Section 214 Funding; 6) there is progress in the planning phase of the District Corp Yard; 7) the County has revised the Trenching Policy and it was discussed at the Quarterly Utilities meeting held yesterday; 8) he attended the State of the County event last week and is optimistic about working relationships with the County in the future; and 9) Mr. Minkler mentioned that he appreciates how hard staff has been working and he feels the District has a remarkable team in place.

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

Director Underhill spoke about the State of Calaveras event and was impressed with the new CAO of the County. She also mentioned she is flabbergasted to hear about the Reach 1 Pipeline problem. She reported that the Volunteers for Outdoor California (V-O-CAL) are taking volunteers for a new Dragoon Gulch Trail in Sonora.

Director Rattman had nothing to report.

Director Secada attended a Department of Water Resources Pre-Application workshop. She also reported that work has begun on a bike lane in West Point.

Director Davidson would like information on the La Contenta Sewer capacity. He also mentioned that he may be absent for the October 9,2019 meeting.

Director Thomas reported a tremendous amount of building happening in Copperopolis. He would also like information on capacity there. He added that the State of Calaveras event went very well.

8. NEXT BOARD MEETINGS

- Wednesday, September 25, 2019, 1:00 p.m., Regular Board Meeting
- Wednesday, October 9, 2019, 1:00 p.m., Regular Board Meeting

9. CLOSED SESSION

The meeting adjourned into Closed Session at approximately 2:10 p.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Scott Ratterman, and Jeff Davidson; staff members Robbie Creamer, Engineering Analyst (for 9a and 9b), Michael Minkler, General Manager, and District Counsel, Matt Weber.

- 9a Conference with Real Property Negotiators
Government Code §54956.8
Property: APN 044-066-03, 15.8 acres San Andreas
District negotiators: Michael Minkler and Robert Creamer
Under negotiations: price and other terms
- 9b Conference with Real Property Negotiators Government Code §54956.8
Property: APN's 046-019-051, 073-042-127, and 073-042-129, Valley Springs.
District Negotiators: Michael Minkler and Robert Creamer
Under Negotiation: price and other terms
- 9c Conference with Legal Counsel – Potential Litigation Government Code §54956.9(d)(4) – 2 cases
- 9d Public Employee Performance Evaluation-Government Code §54957
General Manager

10. REPORTABLE ACTION FROM CLOSED SESSION

The Board reconvened into Open Session at approximately 4:35 p.m. There was no reportable action.

11. ADJOURNMENT

With no further business, the meeting adjourned at 4:37 p.m.

By:

ATTEST:

Michael Minkler
General Manager

Rebecca Hitchcock
Clerk to the Board

**Calaveras County Water District
Claim Summary # 570**

Certificate of Administrative Officer

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



Peter Martin
Interim Director of Admin Services

1. August 2019 payroll checks issued on 8/15/2019	164,482.15
2. August 2019 payroll checks issued on 8/30/2019	157,170.67
3. August 2019 compensation to Directors	1,930.42
4. Vendor payments for August 1 through 31, 2019	3,874,880.34
5. Other payroll related costs	<u>255,856.56</u>

Claim Summary Total \$4,454,320.14

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

CCWD Operating Expenditures		\$ 1,090,274.89
Expenditures to be reimbursed from other agencies	(A)	-
Expenditures to be reimbursed from grant agreements	(B)	3,773.08
Fiduciary Payments (funds collected prior to expenditure)	(C)	684,812.72
Partial Reimbursement	(D)	327,643.60
Capital R&R Projects	(E)	1,759,676.05
Capital Outlay	(F)	8,700.00
Total Payments		\$ 3,874,880.34

CCWD
AP DISBURSEMENTS
AUGUST 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
133332	A T & T	Leased Lines 08/19	08/16/2019	66.08
133333	A T & T	Internet Service 08/19 - LC	08/16/2019	50.00
133430	A T & T	Internet Service (U Verse) 09/19 - LC Complex	08/29/2019	55.00
133431	A T & T	Phone 08/19 - SA Shop	08/29/2019	104.86
133270	A T & T CALNET 3	District Radio Tower 07/19 - Camp Connell	08/08/2019	193.98
133432	A T & T CALNET3	Phone 08/19 - Dorrington P/S	08/29/2019	21.79
133433	A T & T CALNET3	Phone 08/19 - District Wide	08/29/2019	1,309.90
133434	A T & T CALNET3	Phone 08/19 - JLTC	08/29/2019	108.15
133435	A T & T CALNET3	Phone 08/19 - OP HQ Long Distance	08/29/2019	437.79
133436	A T & T CALNET3	Phone 08/19 - Hunters	08/29/2019	21.29
133437	A T & T CALNET3	Phone 08/19 - Azalea L/S	08/29/2019	1.34
133438	A T & T CALNET3	Phone 08/19 - CCWHSE	08/29/2019	3.66
133439	A T & T CALNET3	Phone 08/19 - OP HQ Back Up	08/29/2019	192.81
133440	A T & T CALNET3	T Line 08/19	08/29/2019	164.69
133441	A T & T CALNET3	Phone/Fax 08/19 - JLTC	08/29/2019	21.29
133212	A T & T MOBILITY	Cell Phone 08/19 - Brown	08/01/2019	66.24
133334	A TEEM ELECTRICAL ENG INC	Ovivo PLC Modifications - DF/VCTO WWTP	08/16/2019	400.00
133389	A TEEM ELECTRICAL ENG INC	Consulting Services - JLWTP Pre-Treatment Facility Project	08/22/2019	25,300.00 (E)
133201	A-1 LAND MANAGEMENT INC	Tree Removal - EP Meadow Lane P/S	08/01/2019	3,600.00
133271	ACWA	Recruitment Advertising - Director of Administrative Services	08/08/2019	1,250.00
133272	ADP INC	Payroll Processing July/August	08/08/2019	2,680.89
133213	AFLAC	Aflac 07/19	08/01/2019	2,135.48 (C)
133335	ALHAMBRA DRINKING WATER	Water Cooler Service 08/19 - LCWWTP	08/16/2019	48.85
133336	ALHAMBRA DRINKING WATER	Water Cooler Service 08/19 - JLWTP	08/16/2019	196.08
133337	ALPINE TECHNICAL SERVICES, LLC	Innova MB-1000L (Chemical) - CCWWTP	08/16/2019	724.20
133442	AL'S TIRE SERVICE	Tires (4) Mounted/Balanced - Vehicle #150	08/29/2019	72.00
133273	AMERIPRIDE SERVICES,INC	Uniform Laundry Service 07/19 - District Wide	08/08/2019	1,939.55
EFT	ANTHEM-BLUE CROSS	Health Insurance, Employees 08/19	08/07/2019	98,117.37 (D)
EFT	ANTHEM-BLUE CROSS	Health Insurance, Retirees 08/19	08/07/2019	42,323.95
133214	AQUA TECH COMPANY	Leak Repair - EP Meadowmont Tank	08/01/2019	5,194.00
133339	ARNOLD TIRE AND AUTO CARE	Flat Repair - Vehicle #529	08/16/2019	15.00
133274	BIG VALLEY FORD LINCOLN MERCURY	AC Compressor/Thermostat/O-Ring/Gasket/Sensor - Vehicle #142	08/08/2019	590.89
133340	BIG VALLEY FORD LINCOLN MERCURY	Oil/Lube/Filters/Condenser/Repair Heat/AC Unit/Electronics -Vehicle #150	08/16/2019	2,645.64
133274	BIG VALLEY FORD LINCOLN MERCURY	Sensors/Transmission/Oil Cooler/Water Pump-Vehicle #522	08/08/2019	4,485.93
133274	BIG VALLEY FORD LINCOLN MERCURY	AC Compressor/Antifreeze - Vehicle #710	08/08/2019	568.72
133391	BNN, LLC	Rent 09/19 - SA Shop	08/22/2019	3,000.00
133444	BNN, LLC	Utility Reimbursement 07/19 - SA Shop	08/29/2019	267.98
133216	BOBCAT CENTRAL, INC	Door/Joystick Repair - B04 Loader	08/01/2019	713.60
133275	BURKE, ZACHERY	Overtime Call Out Mileage Reimbursement	08/08/2019	18.56
133392	BURKE, ZACHERY	Class A Hazmat Endorsement Renewal Reimbursement	08/22/2019	86.50
133217	BUY & SELL	Recruitment Advertising - Customer Service Representative	08/01/2019	111.81

CCWD
AP DISBURSEMENTS
AUGUST 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
133393	BUY & SELL	Recruitment Advertising - Director of Administrative Services	08/22/2019	146.85
133445	CA/NV SECTION AWWA	Conference Registration - Cardinal	08/29/2019	445.00
133218	CABRAL	AC Line - Vehicle #129	08/01/2019	108.25
133218	CABRAL	Media Hub - Vehicle #723	08/01/2019	371.51
133343	CABRAL	Radiator/Water Pump/Brakes/Thermostat - Vehicle #719	08/16/2019	1,480.41
133276	CALAVERAS AUTO SUPPLY	Oil/Fuel/Filters - Vehicle #145	08/08/2019	185.90
133276	CALAVERAS AUTO SUPPLY	Seals/Switch/Transmission Fluid/Sensor - Vehicle #522	08/08/2019	131.91
133276	CALAVERAS AUTO SUPPLY	Diesel Exhaust Fluid - Vehicle #551	08/08/2019	23.60
133276	CALAVERAS AUTO SUPPLY	Battery - CCWTP Generator	08/08/2019	161.11
133276	CALAVERAS AUTO SUPPLY	Transmission Jack/Socket Set - SA Shop	08/08/2019	2,017.14
133276	CALAVERAS AUTO SUPPLY	O-Rings - B07 Backhoe	08/08/2019	4.43
133219	CALAVERAS COUNTY	Encroachment Permit - Jenny Lind Service Line Replacement	08/01/2019	500.00 (E)
133277	CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response Plan/CUPA - Wallace WTP	08/08/2019	227.00
133277	CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response Plan/CUPA - Wallace WWTP	08/08/2019	227.00
133429	CALAVERAS COUNTY SURVEYOR OFFICE	Lot Line Adjustment - OP HQ/District Corp Yard	08/27/2019	427.00
133446	CALAVERAS COUNTY SURVEYOR OFFICE	Plan Check - OP HQ/District Corp Yard	08/29/2019	150.00
133220	CALAVERAS FIRST COMPANY INC	Legal Ad - Ordinance Adoptions 07/19	08/01/2019	828.00
133220	CALAVERAS FIRST COMPANY INC	Recuitment Advertising - Customer Service Representative	08/01/2019	67.84
133278	CALAVERAS LUMBER CO INC	Phone Holder - DeAmicis	08/08/2019	18.31
133278	CALAVERAS LUMBER CO INC	Adhesive/Root Cleaner/Brush/Dispenser - Collections Crew	08/08/2019	352.05
133278	CALAVERAS LUMBER CO INC	Hex Die/Grinding Wheel - SA Shop	08/08/2019	13.11
133278	CALAVERAS LUMBER CO INC	Tape/Bits/Tape Measure - Vehicle #531	08/08/2019	62.42
133278	CALAVERAS LUMBER CO INC	Coolers/Filters/Funnels/Hose/Cable/Gloves - CalFire	08/08/2019	647.30
133278	CALAVERAS LUMBER CO INC	Power Pull Hoist - FMWWTP	08/08/2019	53.86
133278	CALAVERAS LUMBER CO INC	Grinding Wheels/Brush/Nuts/Bolts/Disks/Grinder - Construction Crew	08/08/2019	245.73
133278	CALAVERAS LUMBER CO INC	Elbow/Nipples/Ball Valve - Slurry Line	08/08/2019	46.30
133394	CALIFORNIA TEES	T-Shirts - District Staff	08/22/2019	259.75
133279	CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal 08/19 - District Wide	08/08/2019	1,521.10
133447	CALPELRA	Human Resources Conference - Lollar/Minkler	08/29/2019	1,584.00
EFT	CALPERS	GASB 68 Valuation Report	08/21/2019	1,050.00
EFT	CALPERS	SSA Section 218 Fee	08/21/2019	500.00
133280	CALTEL	Leased Lines 07/19	08/08/2019	1,443.95
133395	CAMPORA	Propane 08/19 - Wallace	08/22/2019	5.57
133221	CARBON COPY INC	Copies/Copier Maintenance 07/19	08/01/2019	260.03
EFT	CARD SERVICES	ACWA Fall Conference Registration - Ratterman	08/13/2019	725.00
EFT	CARD SERVICES	ACWA State Legislative Committee Meeting Parking/Meal - Minkler	08/13/2019	30.04
EFT	CARD SERVICES	ACWA Energy Legislative Work Group Parking/Meal/Lodging - Minkler	08/13/2019	405.63
EFT	CARD SERVICES	UMRWA Tour Meal - Minkler	08/13/2019	17.05
EFT	CARD SERVICES	NCPA Conference Registration/Hotel Deposit - Minkler	08/13/2019	1,107.62
EFT	CARD SERVICES	GFOA Financial Foundation/Managing the Budget Training Reg - Minkler	08/13/2019	661.00
EFT	CARD SERVICES	GFOA Membership Renewal - Minkler	08/13/2019	150.00

CCWD
AP DISBURSEMENTS
AUGUST 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
EFT	CARD SERVICES	ACWA Regulatory Summit - Hampton	08/13/2019	290.00
EFT	CARD SERVICES	Water Distribution, Grade D4 Review Course Lodging - Crank	08/13/2019	302.65
EFT	CARD SERVICES	Ongoing Debt Administration Training - Christensen	08/13/2019	150.00
EFT	CARD SERVICES	Excel Training - Skrbina	08/13/2019	295.00
EFT	CARD SERVICES	Internet E-Mail Back Up 08/19 - OP HQ	08/13/2019	29.90
EFT	CARD SERVICES	Rackspace Hosted E-Mail Service July/August	08/13/2019	1,157.22
EFT	CARD SERVICES	Mailchimp Services - OP HQ	08/13/2019	17.99
EFT	CARD SERVICES	Internet Service 08/19 - Hunters	08/13/2019	76.87
EFT	CARD SERVICES	Drone/Accessories - Utility Department	08/13/2019	2,553.00
EFT	CARD SERVICES	Phones (9)/Upgrades - OP HQ Phone System	08/13/2019	734.62
EFT	CARD SERVICES	Supplies - JL Boil Alert Noticing	08/13/2019	225.63
EFT	CARD SERVICES	Supplies - Supervisors Meeting	08/13/2019	24.20
EFT	CARD SERVICES	Foot Valve - Moke River Raw Water Generator	08/13/2019	172.68
EFT	CARD SERVICES	Crankshaft Installer - Vehicle #522	08/13/2019	251.59
EFT	CARD SERVICES	Compressed Air Dryer - CCWTP	08/13/2019	1,456.00
EFT	CARD SERVICES	Weather Station Repair - DF/VCTO WWTP	08/13/2019	120.00
EFT	CARD SERVICES	Fuel - Vehicle #725	08/13/2019	40.01
EFT	CARD SERVICES	Office Supplies	08/13/2019	258.34
EFT	CARD SERVICES	Recruitment Advertising - Civil Engineer	08/13/2019	1,125.00
133222	CARSON HILL ROCK PRODUCTS	Slurry/3/4 Class II Backfill - DF/VCTO Recycled Water Distribution Project	08/01/2019	1,970.68 (B)
133344	CARSON HILL ROCK PRODUCTS	Concrete - Slurry Line	08/16/2019	584.97
133344	CARSON HILL ROCK PRODUCTS	3/4 Class II AB - CCWHSE Stock	08/16/2019	495.65
133223	CB MERCHANT SERVICES	Bad Debt Recovery	08/01/2019	30.00
133449	CDK SUPPLY	Wire/Connectors/Plugs - District Wide Convaults	08/29/2019	174.08
133345	CDW GOVERNMENT INC	Modem - Arnold WWTP	08/16/2019	439.18
133345	CDW GOVERNMENT INC	Modem - Hunters WTP	08/16/2019	439.18
133346	CENTRAL CALIFORNIA GENERATOR	Generator Rental - CC Raw Water P/S	08/16/2019	1,240.84
133450	CENTRAL CALIFORNIA GENERATOR	Controller/Programming - LCWWTP	08/29/2019	7,724.18
133224	CITY OF ANGELS	Sewer 07/19 - Six Mile Village	08/01/2019	4,695.23
133281	CLARK PEST CONTROL	Pest Control Services 07/19 - CCWTP	08/08/2019	92.00
133347	CLARK PEST CONTROL	Pest Control Services 08/19 - LCWWTP	08/16/2019	147.00
133347	CLARK PEST CONTROL	Pest Control Services 08/19 - Wallace WWTP	08/16/2019	122.00
133396	CLARK PEST CONTROL	Pest Control Services July/Aug - OP HQ	08/22/2019	250.00
133451	CLARK PEST CONTROL	Pest Control Services 08/19 - JLWTP	08/29/2019	62.00
133282	COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 08/19	08/08/2019	730.00
133283	COMCAST	Internet Service 08/19 - DF/VCTO WWTP	08/08/2019	83.08
133284	COMCAST	Internet Service 08/19 - OP HQ	08/08/2019	153.08
133397	COMCAST	Internet Service 07/19 - JLTC	08/22/2019	88.08
133452	COMCAST	Internet Service July-Sept - JLWTP	08/29/2019	262.10
133203	CONDOR EARTH TECHNOLOGIES INC	Maintenance Oversight/Annual Report - White Pines	08/01/2019	8,607.50
133348	CONDOR EARTH TECHNOLOGIES INC	Materials Testing/Inspection Services - EP Reach 1 Pipeline Repl Project	08/16/2019	442.75 (E)

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133399	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - Wallace WWTP	08/22/2019	6,834.52
133227	COPPER AUTO & MARINE	Wiper Fluid - Vehicle #124	08/01/2019	12.19
133227	COPPER AUTO & MARINE	Oil - Vehicle #132	08/01/2019	13.81
133227	COPPER AUTO & MARINE	Oil/Filters/Service/Diesel Exhaust Fluid - Vehicle #538	08/01/2019	350.63
133227	COPPER AUTO & MARINE	Diesel Exhaust Fluid - Vehicle #551	08/01/2019	17.15
133227	COPPER AUTO & MARINE	Diesel Exhaust Fluid - Vehicle #723	08/01/2019	27.96
133227	COPPER AUTO & MARINE	Hose/Degreaser/Antifreeze/Clamp - CCWTP	08/01/2019	188.58
133227	COPPER AUTO & MARINE	Antifreeze/Radiator - CC Raw Water P/S Generator	08/01/2019	172.45
133227	COPPER AUTO & MARINE	Towels/Cleaner - SA Shop	08/01/2019	10.16
133227	COPPER AUTO & MARINE	Antifreeze - CC L/S #2	08/01/2019	41.80
133285	CPPA	Power 07/19 District Wide	08/08/2019	89,002.60
133453	CPUD	Water Service July-Aug - OP HQ	08/29/2019	527.23
133286	CRANK, MICHAEL	Safety Boot Reimbursement	08/08/2019	200.00
133400	CUNEON, DYLAN	Safety Boot Reimbursement	08/22/2019	200.00
133229	CWEA	Collection System Maintenance, Grade 1 Cert Renewal - Burke	08/01/2019	89.00
133229	CWEA	Membership Renewal - DuBurg	08/01/2019	192.00
133229	CWEA	Membership Renewal - Kinney	08/01/2019	192.00
133287	CWEA	Collection System Maintenance, Grade 4 Cert Renewal - Skrbina	08/08/2019	104.00
133349	CWEA	Electrical Instrumentation, Grade 4 Re-Test Application - Kinney	08/16/2019	220.00
133401	CWEA	Collection System Maintenance, Grade 1 Cert Renewal - DuBurg	08/22/2019	89.00
133454	CWEA	Electrical Instrumentation, Grade 2 Application - Broglio	08/29/2019	382.00
133454	CWEA	Collection System Maintenance Application - Tindell	08/29/2019	367.00
133350	CWEA-NSD	Safety Training - Crumpacker	08/16/2019	138.00
133288	DATAPROSE	UB Statement Processing 07/19	08/08/2019	4,339.12
133230	DAVIDSON, JEFF	Travel 07/19	08/01/2019	32.48
133455	DAVIDSON, JEFF	Travel 08/19	08/29/2019	48.72
133231	DC FROST ASSOCIATES, INC	UV Lamps (150) - CCRCP	08/01/2019	36,295.05
133289	DC FROST ASSOCIATES, INC	Airlift Pumps (2) - FMWWTP	08/08/2019	5,636.40
133456	DC FROST ASSOCIATES, INC	Relay Board/Control Board/Quartz Sleeves/Ballast Kit/Cylinder - CCRCP	08/29/2019	16,256.97
133232	DEAMICIS, GABRIEL	Safety Boot Reimbursement	08/01/2019	200.00
133232	DEAMICIS, GABRIEL	Winter Weather Gear Reimbursement	08/01/2019	200.00
133351	DELTA TRUCK CENTER	Alternator - Vehicle #123	08/16/2019	197.48
133352	DEPT OF CONSUMER AFFAIRS	Engineering License Renewal - Palmer	08/16/2019	115.00
133402	DOWNEY BRAND ATTORNEYS LLP	Legal Services 06/19	08/22/2019	33,646.50
133457	DOWNEY BRAND ATTORNEYS LLP	Legal Services 07/19	08/29/2019	17,253.80
133291	DUDEK	Biological/Cultural Surveys - EP Reach 1 Pipeline Replacement Project	08/08/2019	4,062.50 (E)
133292	EBBETTS PASS GAS SERVICE	Fuel 07/19	08/08/2019	2,171.40
133293	EBBETTS PASS LUMBER	Flashlight/Batteries/Air Freshener - Vehicle #534	08/08/2019	38.04
133293	EBBETTS PASS LUMBER	Valves/Rake/Nozzle/Lubricant/Pest Control - Hunters WTP	08/08/2019	130.13
133293	EBBETTS PASS LUMBER	Signs/Stapler/Staples - EP Barn	08/08/2019	27.61
133458	ECORP CONSULTING, INC	Special Use Permit Support - EP Reach 1 Pipeline Replacement Project	08/29/2019	697.50 (E)

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133294	EDGES ELECTRICAL GROUP, LLC	Electrical Conduits/Fittings/Wire - DF/VCTO Recycled Water Distr Project	08/08/2019	1,802.40	(B)
133294	EDGES ELECTRICAL GROUP, LLC	Wire/Micro Switches/PLC Parts/Power Supplies - Electrical Stock	08/08/2019	5,397.18	
133294	EDGES ELECTRICAL GROUP, LLC	Micro Switches - CCWTP	08/08/2019	118.41	
133294	EDGES ELECTRICAL GROUP, LLC	LED Fixtures/Remote Battery Pack - WP Moke River P/S	08/08/2019	791.33	
133294	EDGES ELECTRICAL GROUP, LLC	Micro Switches - EP Avery P/S	08/08/2019	213.21	
133294	EDGES ELECTRICAL GROUP, LLC	Breaker - CCRCP	08/08/2019	2,721.76	
133294	EDGES ELECTRICAL GROUP, LLC	Safety Glasses - Electricians	08/08/2019	14.26	
133403	EMPLOYMENT DEVELOPMENT DEPT	Unemployment Insurance Apr-June	08/22/2019	450.00	
133295	FASTENAL	Bits/Blades/Pipe/Paint/Respirators/Gloves/Supplies/Safety Glasses - EP	08/08/2019	1,131.46	
133296	FEDERAL ENERGY REGULATORY COMM	FERC Administrative Charges FY 2018-19	08/08/2019	229,526.23	(D)
133404	FEDERAL EXPRESS	Shipping 07/19	08/22/2019	33.58	
133297	FERGUSON ENTERPRISES, INC	Tees/Couplings/Nuts/Bolt Sets/Valve Boxes/Lids/Gate Valves - Slurry Line	08/08/2019	5,678.98	
133297	FERGUSON ENTERPRISES, INC	Clamps/Tees/Plugs/Grip Rings - CCWHSE	08/08/2019	2,883.69	
133354	FERGUSON ENTERPRISES, INC	Couplings - EP Barn	08/16/2019	427.74	
133459	FERGUSON ENTERPRISES, INC	PRVs/Clamps/Meters (2) - LCWHSE	08/29/2019	5,942.40	
133298	FGL ENVIRONMENTAL	Waste Water Testing 07/19	08/08/2019	2,635.74	
133298	FGL ENVIRONMENTAL	Water Testing 07/19	08/08/2019	4,685.76	
133460	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 08/19 - Sheep Ranch	08/29/2019	93.50	
133460	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 08/19 - Wallace	08/29/2019	93.50	
133235	FROGGY'S AUTO WASH & LUBE	Oil/Lube/Air Filter - Vehicle #533	08/01/2019	67.54	
133236	G3 ENGINEERING, INC.	Disc Pump - AWWTP	08/01/2019	10,779.70	
133405	G3 ENGINEERING, INC.	High PSI Discharge Head/Fittings - EP Meadowmont P/S	08/22/2019	52,480.64	
133355	GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	08/16/2019	593.75	
133355	GAMBI DISPOSAL INC.	Bio-Solids Removal - DF/VCTO WWTP	08/16/2019	570.00	
133355	GAMBI DISPOSAL INC.	Bio-Solids Removal - FMWWTP	08/16/2019	1,353.75	
133406	GARCIA AND ASSOCIATES	Archaeological Monitoring - JLWTP Pre-Treatment Facility Project	08/22/2019	11,891.49	(E)
133356	GATEWAY PRESS, INC	Project Signs - EP Reach 1 Pipeline Replacement Project	08/16/2019	974.90	(E)
133357	GCR TIRES & SERVICE	Tires (2)/Service Call - Vehicle #135	08/16/2019	2,118.25	
133237	GEORGE REED INC	Cutback - CCWHSE	08/01/2019	1,162.61	
133358	GEORGE REED INC	3/8" Cutback - LCWHSE	08/16/2019	2,210.45	
133359	GOLDEN STATE FLOW MEASUREMENT, INC	Radio Read Meters (21)/Transceivers (20) - District Wide	08/16/2019	6,322.39	
133299	GOVCONNECTION, INC	Printers (3) - CCWHSE/Stock	08/08/2019	648.47	
133360	GOVCONNECTION, INC	Router Cable/Antenna - Arnold	08/16/2019	124.08	
133360	GOVCONNECTION, INC	Router Cable/Antenna - Hunters	08/16/2019	124.08	
133360	GOVCONNECTION, INC	UPS - JLWTP Spare	08/16/2019	385.68	
133461	GOVCONNECTION, INC	UPS's (23)/Cables - Stock	08/29/2019	601.52	
133238	GRAINGER	pH Electrode Module - Southworth WWTP/Wallace WWTP	08/01/2019	132.39	
133238	GRAINGER	Key Holders - JL Operators	08/01/2019	44.15	
133300	GRAINGER	Fuel Pump/Assembly - EP Barn	08/08/2019	1,124.17	
133300	GRAINGER	pH Meter - Wallace WTP	08/08/2019	117.65	
133361	GRAINGER	Packing Seal/Pest Control Supplies - Stock	08/16/2019	545.53	

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133462	GRAINGER	Work Light/Kneeling Pad - Vehicle #150	08/29/2019	164.54
133462	GRAINGER	Hand Saw/Pump/Ball Valves/Elbows/Union/Supplies - JLWTP	08/29/2019	949.05
133239	GRAPHIC EQUIPMENT CORPORATION	Dewatering Screen/Connecting Strips - AWWTP	08/01/2019	1,051.05
133239	GRAPHIC EQUIPMENT CORPORATION	Beltpress Technician Field Service - FMWWTP/AWWTP	08/01/2019	1,500.00
133362	GS 03 SERVICES, LLC	Ozone Analyzer Repair/Chopper Wheel Motor - CCWTP	08/16/2019	2,015.93
133302	HACH COMPANY	Stablcal/Reagents - WPWTP	08/08/2019	277.91
133363	HACH COMPANY	Lauryl Tryptose Tubes - WPWWTP	08/16/2019	154.82
133463	HACH COMPANY	Sample Cells/Pipet Tips/Solution Standardization Kit - JLWTP	08/29/2019	551.72
133465	HERD'S MACHINE & WELD SHOP	Contact Tips/Pipe - CCWHSE	08/29/2019	84.75
133465	HERD'S MACHINE & WELD SHOP	Welding Gloves - Vehicle #143	08/29/2019	17.16
133409	HOBGOODS CLEANING	Janitorial Service July-Aug - OP HQ	08/22/2019	3,970.00
133305	HOLT OF CALIFORNIA	Radiator Caps (5) - CC Raw Water P/S	08/08/2019	214.91
133305	HOLT OF CALIFORNIA	Engine Control Module/Programming - Vehicle #126	08/08/2019	3,063.00
133244	HUGHESNET	Internet Service 08/19 - FMWWTP	08/01/2019	82.23
133366	HUGHESNET	Internet Service 08/19 - AWWTP	08/16/2019	80.94
133245	HUNT & SONS, INC	Fuel - LCWWTP Generator	08/01/2019	929.92
133245	HUNT & SONS, INC	Fuel - DF/VCTO WWTP	08/01/2019	786.52
133306	HUNT & SONS, INC	Fuel - CC	08/08/2019	2,875.66
133306	HUNT & SONS, INC	Fuel - Pumper Trucks	08/08/2019	186.62
133367	HUNT & SONS, INC	Fuel - WP	08/16/2019	1,932.28
133307	IRON MOUNTAIN	Document Destruction 07/19	08/08/2019	73.13
133410	KASL CONSULTING ENGINEERS	Construction Management Services - EP Reach 1 Pipeline Repl Project	08/22/2019	33,576.00 (E)
133467	KENNEDY/JENKS CONSULTANTS	Hazardous Materials Business Plan Phase II - District Wide	08/29/2019	17,359.76
133246	KINNEY, CHRIS	Safety Boot Reimbursement	08/01/2019	200.00
133247	LAKESIDE ENTERPRISES	Shade Canopy	08/01/2019	1,126.00
133368	LALLO'S AUTOMOTIVE	Door Actuator/Motor - Vehicle #608	08/16/2019	293.33
133368	LALLO'S AUTOMOTIVE	Parking Brake Replacement - Vehicle #711	08/16/2019	308.85
133411	LEE & RO, INC	Engineering/Design Services - CC L/S's 8,12,13 & Force Main Bypass	08/22/2019	1,993.97 (E)
133411	LEE & RO, INC	Engineering/Design Services - CC L/S's 15,16 Renovations	08/22/2019	1,993.97 (E)
133207	LIEBERT CASSIDY WHITMORE	Legal Services 06/19	08/01/2019	703.00
133369	LOLLAR, STACEY	Employee Relations Supplies - CCWD Employee BBQ	08/16/2019	499.45
133468	LOLLAR, STACEY	CalPERS Health Meeting Meal/Parking/Mileage Reimbursement	08/29/2019	84.20
133370	LOWE'S	Bottled Water - WPWTP	08/16/2019	35.77
133370	LOWE'S	Right Angle Flex Shaft/Socket Adapter - Vehicle #720	08/16/2019	40.22
133311	MATHESON TRI-GAS, INC	Liquid Oxygen - JLWTP	08/08/2019	5,331.83
133412	MEAD & HUNT INC	La Contenta Dam EAP 07/19	08/22/2019	2,145.00
133469	MITCHELL MOTORSPORTS INC	Kawasaki Mule - Southworth WWTP	08/29/2019	8,700.00 (F)
133312	MODESTO AIRCO GAS & GEAR	Cylinder Rental 08/19	08/08/2019	91.00
133470	MOORMAN'S WATER SYSTEM INC.	Service Call - Wallace Well #2 Pump	08/29/2019	606.60
133313	MOTHER LODGE ANSWERING SERVICE	Answering Service 08/19	08/08/2019	764.34
133314	MOUNTAIN OASIS PURIFIED WATER	Water Cooler Service/Supplies 07/19 - District Wide	08/08/2019	226.90

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133414	MOZINGO CONSTRUCTION, INC.	Construction Contract - EP Reach 1 Pipeline Replacement Project	08/22/2019	826,809.27	(E)
133249	MUNICIPAL MAINTENANCE EQUIP	VacCon Service/Operation Training - Hibbard/Reece	08/01/2019	250.00	
133372	MUNICIPAL MAINTENANCE EQUIP	U-Joints/Driveline/Bolts - Vehicle #123	08/16/2019	1,145.95	
133471	MUNICIPAL MAINTENANCE EQUIP	Kanaflex Hose/Clamp - Vehicle #126	08/29/2019	728.92	
133250	MUTUAL OF OMAHA	Life/AD&D/LTD Insurance 08/19	08/01/2019	6,172.67	
133472	NEOFUNDS BY NEOPOST	Postage June-August - OP HQ	08/29/2019	3,060.76	
133415	NEW YORK LIFE	Life Insurance 07/19	08/22/2019	1,164.36	(C)
133373	NIGHT OWL LOCK SERVICE	Lock Repair - WP Smith Lane L/S	08/16/2019	434.05	
133315	NOLTE ASSOCIATES INC. DBA NV5	CASGEM Groundwater Monitoring - District Wide	08/08/2019	2,448.25	
133315	NOLTE ASSOCIATES INC. DBA NV5	Design Services/Phase 1 - District Corp Yard	08/08/2019	5,840.00	
133251	NORTHSTAR CHEMICAL	Sodium Hypochlorite - WPWTP	08/01/2019	564.91	
133251	NORTHSTAR CHEMICAL	Sodium Hypochlorite - WPWWTP	08/01/2019	325.54	
133316	NORTHSTAR CHEMICAL	Sodium Hypochlorite - Southworth WWTP	08/08/2019	544.94	
133316	NORTHSTAR CHEMICAL	Sodium Hypochlorite - Wallace WTP	08/08/2019	544.93	
133473	NORTHSTAR CHEMICAL	Sodium Hydroxide - AWWTP	08/29/2019	6,191.33	
133473	NORTHSTAR CHEMICAL	Sodium Hydroxide - DF/VCTO WWTP	08/29/2019	2,045.47	
133473	NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	08/29/2019	2,824.54	
133473	NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	08/29/2019	4,333.50	
133317	NTU TECHNOLOGIES INC	Zeta Flocc - CCRCF	08/08/2019	6,278.62	
133474	NTU TECHNOLOGIES INC	Polymer/Protek 301 - CCWTP	08/29/2019	10,667.50	
133474	NTU TECHNOLOGIES INC	Polymer/Protek 301 - JLWTP	08/29/2019	8,662.58	
133416	O'CONNELL & DEMPSEY, LLC	Federal Legislative Advocacy Consulting Services 07/19	08/22/2019	5,000.00	
133475	O'REILLY AUTO PARTS	USB Cable - LCWWTP	08/29/2019	16.08	
133475	O'REILLY AUTO PARTS	Battery - DF/VCTO WWTP L/S	08/29/2019	122.06	
133374	OVIVO USA, LLC	Actuator - DF/VCTO WWTP	08/16/2019	5,307.82	
133252	P G & E	Power 07/19 - District Wide	08/01/2019	1,930.60	
133253	P G & E	Power 07/19 - Wallace Spray Fields	08/01/2019	22.77	
133318	P G & E	Power 07/19 - JLTC	08/08/2019	217.07	
133319	P G & E	Power 07/19 - Warmwood L/S	08/08/2019	20.30	
133320	P G & E	Power 07/19 - Woodgate L/S	08/08/2019	24.85	
133321	P G & E	Power 07/19 - OP HQ	08/08/2019	16.68	
133322	P G & E	Power 07/19 - VS House	08/08/2019	16.27	
133375	P G & E	Power 07/19 - CC Water Tank	08/16/2019	36.12	
133417	P G & E	Power 07/19 - SA Shop	08/22/2019	305.20	
133476	P G & E	Power 08/19 - District Wide	08/29/2019	1,960.24	
133477	P G & E	Power 08/19 - Wallace Spray Fields	08/29/2019	21.44	
133376	PAYMENTUS GROUP INC	Payment Processing 07/19	08/16/2019	5,870.00	
133418	PETERSON BRUSTAD INC	Engineering/Design Services - JLWTP Pre-Treatment Facility Project	08/22/2019	15,131.55	(E)
133478	PK SAFETY SUPPLY	Oxygen Sensor - Collections Crew	08/29/2019	176.96	
133323	PLACER TITLE	Land Purchase - District Corp Yard	08/08/2019	184,761.21	
133479	PLACER TITLE	Property Line Merger Fee - OP HQ/District Corp Yard	08/29/2019	500.00	

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133377	POTRERO HILLS LANDFILL	Bio-Solids Disposal - DF/VCTO WWTP	08/16/2019	220.80
133377	POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	08/16/2019	360.90
133480	POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	08/29/2019	455.70
133378	QUESTYS SOLUTIONS	Software Renewal FY 2019-20	08/16/2019	7,679.83
133419	R.E. SMITH CONTRACTORS, INC.	Construction Contract - JLWTP Pre-Treatment Facility Project	08/22/2019	40,277.15 (E)
133255	RATTERMAN, SCOTT	Travel 07/19	08/01/2019	96.86
133481	RATTERMAN, SCOTT	Travel 08/19	08/29/2019	118.90
133256	RF MAC DONALD COMPANY	Pump Rebuild Kits - CC Reeds Turnpike P/S	08/01/2019	2,579.65
133379	RF-GJ INC. DBA PINPOINT PRODUCTS	Leak Detector - CCWHSE	08/16/2019	3,651.14
133379	RF-GJ INC. DBA PINPOINT PRODUCTS	Leak Detector - LCWHSE	08/16/2019	3,651.14
133257	RIEBES AUTO PARTS 312	Batteries (2) - CCWTP Generator	08/01/2019	391.00
133381	RON COOPER GENERAL ENGINEERING INC	Remove Road/Re-Rock/Pave - Big Trees Tanks 4/5	08/16/2019	14,634.75
133482	SAFETY CENTER, INC	OSHA Safety Training - Lollar/Howarth	08/29/2019	1,540.00
133382	SAM BERRI TOWING	Tow Service - Vehicle #126	08/16/2019	250.00
133258	SECADA, CINDY	Travel 07/19	08/01/2019	44.89
133483	SECADA, CINDY	Travel 08/19	08/29/2019	67.34
133259	SEIU LOCAL 1021	Union Dues 07/19	08/01/2019	2,689.86 (C)
133384	SENDERS MARKET INC	Marking Paint - Collections Crew	08/16/2019	7.51
133384	SENDERS MARKET INC	Pipe/Wire Wheel/Brush/Pipe Sealant - JLWTP Pre-Treatment Facility Project	08/16/2019	49.76 (E)
133384	SENDERS MARKET INC	Adjustable Wrench - SA Shop	08/16/2019	43.43
133384	SENDERS MARKET INC	Paint/Clorox Wipes/Union/Nipples/Elbow/Coupling - JLWTP	08/16/2019	96.84
133384	SENDERS MARKET INC	Bucket/Signs/Broom/Towels/Pipe Cutters/Fish Tape - LCWHSE	08/16/2019	175.36
133384	SENDERS MARKET INC	Trigger Torch - Bac-T Sampling	08/16/2019	19.30
133384	SENDERS MARKET INC	Cables/Ratchet - Vehicle #723	08/16/2019	37.23
133384	SENDERS MARKET INC	Batteries - Wallace WTP	08/16/2019	29.99
133384	SENDERS MARKET INC	Broom/Brush/Turf Edger/Extension Pole - Southworth WWTP/Wallace WWTP	08/16/2019	55.95
133421	SIERRA JANITORIAL SUPPLY	Trash Bags/Soap/Paper Towels	08/22/2019	329.32
133484	SLAKEY BROS - JACKSON	Backpack Sprayer Kit/Service Valve - CCWHSE	08/29/2019	487.54
133423	SPRINGBROOK NATIONAL USER GROUP	Software Program Local Membership Group Renewal	08/22/2019	175.00
133424	STAPLES CREDIT PLAN	Office Supplies	08/22/2019	696.22
133262	SWRCB	Water Distribution, Grade D4 Cert Renewal - Skrbina	08/01/2019	140.00
133262	SWRCB	Water Distribution, Grade D4 Cert Renewal - Roeder	08/01/2019	140.00
133262	SWRCB	Water Treatment Plant Operator, Grade T2 Cert Renewal - Jarnagin	08/01/2019	60.00
133485	TEMPLE ASSOCIATES INC	Glass Beads (Sand Blasting) - SA Shop	08/29/2019	238.41
133263	THOMAS, RUSS	Travel 07/19	08/01/2019	51.04
133486	THOMAS, RUSS	Travel 08/19	08/29/2019	245.92
133264	THOMPSONS CHRYSLER DODGE JEEP RAM	Oil/Lube/Filter/Rotate Tires - Vehicle #720	08/01/2019	131.11
133265	TIFCO INDUSTRIES	Coupling Nuts/Cutoff Wheels/Discs/Puller Set/Aluminator Points - SA Shop	08/01/2019	762.15
133487	TIFCO INDUSTRIES	Electrical Terminals/Hose Clamps/Hex Nut/Elbows/Batteries - SA Shop	08/29/2019	315.10
133326	TREATS GENERAL STORE INC	Batteries - OP HQ	08/08/2019	10.27
133326	TREATS GENERAL STORE INC	Meeting Supplies	08/08/2019	18.64

CCWD
AP DISBURSEMENTS
AUGUST 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
133385	TUOLUMNE STANISLAUS IRWMA	IRWMA Membership Renewal FY 2019-20	08/16/2019	12,000.00
133488	UMPQUA BANK	Capital R&R Loan Principal/Interest Payment - Sewer	08/29/2019	199,576.42 (E)
133488	UMPQUA BANK	Capital R&R Loan Principal/Interest Payment - Water	08/29/2019	593,385.44 (E)
133488	UMPQUA BANK	CalPERS UAL Prepayment Loan Payment	08/29/2019	229,651.19
133266	UNDERHILL, BERTHA	Travel 07/19	08/01/2019	190.24
133489	UNDERHILL, BERTHA	Travel 08/19	08/29/2019	13.92
133327	UNION PUBLIC UTILITY DISTRICT	Water Service 07/19 - Six Mile Village	08/08/2019	168.00
133267	UNITED PARCEL SERVICE	Shipping 07/19	08/01/2019	294.63
133490	UNITED PARCEL SERVICE	Shipping 08/19	08/29/2019	81.00
133268	US BANK CORP TRUST SVCS	FIA AD Limited Obligation Improvement Bond - Principal/Interest Payment	08/01/2019	100,912.96 (C)
133329	US BANK CORP TRUST SVCS	Dalee/Cassidy AD Improvement Bond - Principal/Interest Payment	08/08/2019	41,561.42 (C)
133387	US BANK CORP TRUST SVCS	Saddle Creek AD Refunding Bond - Principal/Interest Payment	08/16/2019	534,939.04 (C)
133491	USA BLUE BOOK	Pressure Transmitters (2) - JLWTP Pre-Treatment Facility Project	08/29/2019	3,013.38 (E)
133491	USA BLUE BOOK	Conductivity Solution/Electrode Storage Solution - AWWTP	08/29/2019	41.77
133491	USA BLUE BOOK	Ball Valves/LMI Rpr Kit/Sulfuric Acid/Electrode Strg Solution-DF/VCTO WWTP	08/29/2019	616.91
133491	USA BLUE BOOK	Electrode Storage Solution - FMWWTP	08/29/2019	26.23
133491	USA BLUE BOOK	Portable Lighting System - EP Barn	08/29/2019	2,511.33
133491	USA BLUE BOOK	Sulfuric Acid/Cap - CCWWTP	08/29/2019	196.78
133491	USA BLUE BOOK	Reagent Sets - CCWTP	08/29/2019	629.57
133491	USA BLUE BOOK	Socket/Wrench Kits/Hydrant Lifter/Valve Setter/Impact Wrench - Vehicle #134	08/29/2019	2,068.47
133491	USA BLUE BOOK	Suction Tank - EP Sawmill P/S	08/29/2019	335.46
133491	USA BLUE BOOK	Hydrant Adapter/Hose Adapter - Colections Crew	08/29/2019	82.21
133426	VERIFIED FIRST, LLC	Backround Investigation - Field Staff	08/22/2019	36.50
133269	VOLCANO TELEPHONE COMPANY	Fax/Internet 07/19 - WPWTP	08/01/2019	388.75
133269	VOLCANO TELEPHONE COMPANY	Phone 07/19 - WPWWTP	08/01/2019	158.57
133427	WEST POINT LUMBER INC	Vinegar/Nipples - WPWWTP	08/22/2019	23.40
133427	WEST POINT LUMBER INC	Trash Bags/Tee/Distilled Water/Trowel - WPWTP	08/22/2019	42.63
133427	WEST POINT LUMBER INC	Concrete - WP Septic Tank	08/22/2019	5.24
133330	WESTERN UTILITIES UNDERGROUND	Membership FY 2019-20 - Hampton	08/08/2019	60.00
EFT	WEX BANK	Fuel 07/19	08/07/2019	14,483.42
133331	WILLDAN	Assessment District Services - West Point Acres	08/08/2019	216.05 (C)
133331	WILLDAN	Assessment District Services - Arnold 9S4	08/08/2019	407.10 (C)
133331	WILLDAN	Assessment District Services - DaLee/Cassidy	08/08/2019	102.75 (C)
133331	WILLDAN	Assessment District Services - Wallace	08/08/2019	92.20 (C)
133331	WILLDAN	Assessment District Services - Saddle Creek	08/08/2019	432.10 (C)
133331	WILLDAN	Assessment District Services - Fly In Acres	08/08/2019	159.40 (C)
133211	WOOD, JEREMY	Safety Boot Reimbursement	08/01/2019	200.00
133428	YOUNG'S COPPER ACE HARDWARE	Hose - Construction Crew	08/22/2019	45.03
133428	YOUNG'S COPPER ACE HARDWARE	Key/Power Washer - CC	08/22/2019	111.51
133428	YOUNG'S COPPER ACE HARDWARE	Concrete/Caulk/Insulating Foam - Electricians	08/22/2019	55.49
133428	YOUNG'S COPPER ACE HARDWARE	Hose/Nozzle/Nuts/Bolts/Hand Cleaner/Bucket/Broom/Cargo Strap - CCWHSE	08/22/2019	113.46

CCWD
 AP DISBURSEMENTS
 AUGUST 1-31, 2019

Check No.	Vendor/Employee	Transaction Description	Date	Amount
133492	ZOOM SMOG & AUTOMOTIVE	Oil/Lube/Filters/Tire Repair - Vehicle #525	08/29/2019	480.82
133492	ZOOM SMOG & AUTOMOTIVE	Oil/Lube/Filter Service - Vehicle #621	08/29/2019	168.01
	Employee Medical Reimbursements (8)			1,938.35
	Retiree Health Reimbursements (6)			1,618.60
	Customer Refunds (9)			<u>2,862.93</u>
Total August 2019 AP Disbursements				<u><u>3,874,880.34</u></u>

RESOLUTION NO. 2019- ____

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

RATIFYING CLAIM SUMMARY NO. 570

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 570 at the Regular Meeting held on September 25, 2019 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 570 in the amount of \$4,454,320.14 for the month of August, 2019.

PASSED AND ADOPTED this 25th day of September, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Russ Thomas, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: September 25, 2019

TO: Board of Directors

FROM: Peter Martin, Interim Director of Administrative Services

SUBJECT: Report on the Monthly Investment Transactions for August 2019

RECOMMENDED ACTION:

For information only.

SUMMARY:

Per the District's Investment Policy, Staff will report on a monthly basis the investment activity for the preceding month. During the month of August 2019, the following investment transactions occurred.

8/1/19	Interest received on the Wells Fargo Money Market Investment Account	13.10
8/23/19	Transfer from LAIF to the District's Operating Account	1,600,000.00
8/31/19	Interest Earned on the Umpqua Bank Money Market Investment Account	1,088.67

Staff monitors cash flow to ensure operational needs are met and excess funds are invested.

Attachment: *Investment Activity Report for August 2019*

**CALAVERAS COUNTY WATER DISTRICT
INVESTMENT ACTIVITY ENTRY
FOR THE MONTH ENDING AUGUST 31, 2019**

INVESTMENT TRUSTEE/TYPE	MARKET VALUE	INVESTMENT COST			CPN RATE	INVESTMENT DATE	MATURITY DATE	CM INTEREST RECVD
		COST	Prem/(Disc)	PAR (PRINC)				
Lehman Bros Hldgs Inc 11/10/09 (IN DEFAULT)	19,237.50	743,331.99	(681,668.01)	1,425,000.00	3.950%	05/05/08	---	-
Wells Fargo Bank Certificate of Deposit	1,996,560.00	2,000,000.00	-	2,000,000.00	1.300%	07/22/16	07/22/21	-
Wells Fargo Money Market	22,096.99	22,083.89	-	22,083.89	0.010%	ongoing	n/a	13.10
Sub-totals Wells Fargo Bank	2,037,894.49	2,765,415.88	(681,668.01)	3,447,083.89				13.10
Umpqua Bank Money Market	2,564,734.97	2,564,734.97	-	2,564,734.97	0.500%	06/14/07	n/a	1,088.67
Local Agency Investment Fund	27,903,907.50	27,903,907.50	-	27,903,907.50	2.320%	ongoing	n/a	-
Totals	32,506,536.96	33,234,058.35	(681,668.01)	33,915,726.36				\$1,101.77

Agenda Item

DATE: September 25, 2019

TO: Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Discussion/Action regarding Authorization of Revisions to Water and Wastewater Service Facilities Agreement Division 5/Jenny Lind and La Contenta/Gold Creek Estates Unit 3, Water and Wastewater Service Facilities Agreement

RECOMMENDED ACTION:

Motion: _____/_____ adopting Resolution No.2019-_____ authorizing revisions to the Water and Wastewater Service Facilities Agreement with OLD GOLDEN OAKS, LLC for GOLD CREEK ESTATES UNIT 3 and authorizing the General Manager to execute said revised Agreement.

SUMMARY:

As currently being developed by OLD GOLDEN OAKS, LLC, GOLD CREEK ESTATES UNIT 3 consists of 171 single-family residential parcels for which a Final Subdivision Tract Map No.417 was recorded on September 21, 2007. A prior facilities agreement issued by the District on March 22, 2005, expired several years ago. In reply to a new application submitted by OLD GOLDEN OAKS, LLC, the District issued a new concept approval for GOLD CREEK ESTATES UNIT 3 on May 16, 2019. The next steps in the normal procedures requires a new facilities agreement with OLD GOLDEN OAKS, LLC to provide water and wastewater service to the project, and then the District's subsequent review and approval of the water and sewer utility plans prior to starting construction.

On July 10, 2019, the Board of Directors approved a "non-standard" facilities agreement for authorization by GOLD CREEK ESTATES UNIT 3. Said agreement is the District's standard boilerplate form except as called for under Paragraph 7 the Determination of System Impacts were presented in Attachment 'B' to the agreement. The OWNER has ask for revisions to Attachment 'B' striking paragraph v. as follows:

~~v. For existing capital improvements directly serving and benefiting the PROJECT for which no prior contribution was made and not accounted for by current capacity fees, the OWNER shall reimburse the DISTRICT for a proportional amount of said project costs as follows:~~

PROJECT DESCRIPTION	COST SHARE
La Contenta Lower Dam, CIP #15013, Aug. 29, 2002, Cost: \$1,319,186	\$128,903
La Contenta WWTP / Phase 2A, CIP #15027, Nov. 14, 2007, Cost: \$1,742,300	\$170,248
TOTAL	\$299,930

Staff supports amending the Agreement, because: a) in the case of \$128,903 for the La Contenta Lower Dam, this costs has not been previously applied or applicable in the case of similar Agreements for other customers in the service area and it would be more equitable to be considered in assessing a future, updated capacity fee and b) in the case of \$170,248 for the La Contenta WWTP Phase 2A project, this cost is already being assessed with the current capacity fee and results in a duplicate payment.

FINANCIAL CONSIDERATIONS:

None at this time.

- Attachments:
- Resolution 2019-___ Authorizing Revisions to the Water and Wastewater Service Facilities Agreement For Gold Creek Estates Unit 3
 - Revised Water and Wastewater Service Facilities Agreement

WATER AND WASTEWATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed on July ____, 2019, by and between the **CALAVERAS COUNTY WATER DISTRICT**, a County Water District organized pursuant to Water Code §§ 30000 *et seq.*, hereinafter called DISTRICT, and **OLD GOLDEN OAKS, LLC**, a California corporation, hereinafter called OWNER.

WHEREAS, the OWNER has filed with the County of Calaveras a Final Subdivision Tract Map No. 417 recorded September 21, 2007 in the County of Calaveras Subdivision Records for 171 single family residential parcels (Assessor's Parcel Numbers APN 072-060-001 through 051, 072-061-001 through 062 and 073-062-001 through 065), said developed property to be known as **GOLD CREEK ESTATES UNIT 3**, hereinafter called PROJECT. Said Final Map is attached hereto and incorporated herein as **ATTACHMENT 'A'**; and

WHEREAS, OWNER has requested that DISTRICT provide water and wastewater services to the PROJECT, and DISTRICT agrees to provide such services consistent with the terms and conditions set forth herein.

IT IS MUTUALLY AGREED by and between DISTRICT and OWNER as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated by reference.

2. IMPROVEMENT PLAN. Prior to construction of the PROJECT, OWNER shall prepare and submit to DISTRICT for review all design and engineering calculations, plans, specifications, cost estimates, and construction schedules for water and wastewater systems required by DISTRICT to serve the PROJECT. OWNER shall prepare and submit legal property descriptions and public utility easements intended to be dedicated to DISTRICT. Conveyance to the DISTRICT of interests in real property shall be free and clear of encumbrance, liability, or obligation. The foregoing calculations, plans, specifications, cost estimates, schedules, conveyances, and assurances, and any related submissions required by DISTRICT, are hereafter collectively referred to as the "Improvement Plan." The Improvement Plan shall be reviewed by DISTRICT for conformance with DISTRICT Improvement Standards and Standard Construction Specifications (collectively "Improvement Standards") and other DISTRICT rules, as those Improvement Standards and rules may be amended from time to time. Hereafter, where this Agreement references Improvement Standards and other DISTRICT rules, it is understood and agreed that DISTRICT may, at its sole discretion, amend those Improvement Standards and other DISTRICT rules from time to time, and that DISTRICT reserves the right to determine, at its sole discretion, which version of the Improvement Standards and rules apply to the Improvement Plan and Improvement System. The Improvement Plan and/or Improvement System shall be

promptly modified by OWNER to conform to DISTRICT Improvement Standards and other DISTRICT rules, as requested by DISTRICT. DISTRICT shall bear no responsibility for the accuracy or reliability of the Improvement Plan, design, and engineering calculations, plans, specifications, or underlying data.

3. IMPROVEMENT SYSTEM. OWNER shall design, construct, and install, and modify the water and wastewater facilities identified by DISTRICT ("Improvement System") in compliance with the Improvement Plan, Improvement Standards, and other DISTRICT rules, and in compliance with all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the PROJECT. OWNER is solely responsible for ensuring that the Improvement System is in compliance with all applicable legal requirements, including the Improvement Standards and other DISTRICT rules, and DISTRICT shall have no responsibility for same. Once DISTRICT has reviewed the Improvement Plan for conformity with the Improvement Standards and other DISTRICT rules, and the Improvement Plan is "Released for Construction" per Improvement Standards § 2.11.5, OWNER shall at its sole expense construct all facilities and do all other work required by the Improvement Plan and this Agreement.

4. COSTS. OWNER shall pay all costs identified by DISTRICT including, but not limited to, those costs identified in this Agreement. Where "costs," "fees," or "charges," and similar terms are referenced in this Agreement, the use of a particular term may incorporate references to other terms such as, for example, rates, fees, charges, assessments, or other levies by DISTRICT. Regardless of the terminology used, in all instances OWNER is solely responsible for any and all costs associated with the Improvement Plan and Improvement System, and OWNER is solely responsible for full and timely payment of any and all costs identified by DISTRICT.

5. CONVEYANCE TO DISTRICT.

a. Upon completion of construction by OWNER, and final inspection by DISTRICT that confirms construction of the Improvement System conforms to the Improvement Plan, Improvement Standards, and other DISTRICT rules, OWNER shall dedicate the Improvement System and related property as identified in the Improvement Plan (the "Improvement Property") to DISTRICT. Upon the request of OWNER, DISTRICT may, at its sole discretion, allow OWNER to dedicate the Improvement Property incrementally. DISTRICT reserves the right to require a new written Agreement of the parties for different phases of construction, which right DISTRICT may exercise at its sole discretion.

b. DISTRICT will not accept the Improvement Property until such time as the Improvement Plan has been "Released for Construction" by DISTRICT and the Improvement Property is in full compliance with this Agreement, Improvement Standards, and other DISTRICT rules, as required by DISTRICT. Upon completion of the Improvement Property and acceptance by DISTRICT, OWNER shall promptly file a

"Notice of Completion" with the County Recorder and OWNER shall grant, transfer, and assign the entire Improvement Property to DISTRICT free and clear of any and all encumbrance, liability, or obligation. At the time of conveyance, OWNER shall provide to DISTRICT the cost breakdown and total construction cost to OWNER of the water and wastewater systems being transferred to DISTRICT.

c. OWNER covenants, represents, and warrants to DISTRICT as follows: (i) that OWNER owns the Improvement Property in fee simple title; (ii) that OWNER has the full right, power, and authority, without the consent or approval of any other party, to enter into this Agreement, to convey the Improvement Property to DISTRICT, and to perform the obligations on the part of the OWNER to be kept and performed under this Agreement; (iii) that the Improvement Property is now and shall be as of the date of the conveyance of the Improvement Property, free and clear of all liens, encumbrances, and restrictions, including, without limitation, any easements which interfere with OWNER's use, operation, or maintenance of the Improvement Property; (iv) that upon conveyance of the Improvement Property to DISTRICT, no encumbrance, restriction, or easement granted or imposed upon the Improvement Property, whether or not described in this Agreement, shall impair nor restrict any right granted to DISTRICT or derived by DISTRICT under this Agreement. The covenants, warranties, and representations included in this Paragraph 5 shall be deemed remade as of the date of conveyance of the Improvement Property to DISTRICT.

6. DISTRICT OPERATION OF SYSTEM. As long as the Improvement System complies with the Improvement Plan, Improvement Standards, and other DISTRICT rules, and OWNER is current with payments and otherwise in compliance with this Agreement, after acceptance, DISTRICT agrees to operate and maintain the Improvement System and to provide service to the PROJECT via the Improvement System in the manner provided for by law. OWNER acknowledges that availability and quality of water and wastewater service depends on many factors including, but not limited to, hydrologic conditions, infrastructure, staffing, and regulatory limitations; and OWNER understands and agrees that this Agreement does not guarantee or warrant availability or quality of service. Acceptance, operation, or maintenance of the Improvement System by DISTRICT does not relieve OWNER of its indemnification or warranty obligations or other obligations as provided for by this Agreement.

7. DETERMINATION OF SYSTEM IMPACTS. DISTRICT and OWNER acknowledge and understand the obligation of DISTRICT pursuant to California Constitution, Article XIIIID, Water Code §§ 30000 *et seq.*, Government Code § 66013 and other authorities, to fairly allocate costs and benefits by determining and properly allocating to OWNER the cost of mitigating the impacts of the Project on DISTRICT's system and resources. In accordance with said understanding, the parties hereto further agree as follows:

a. DISTRICT has determined that there are impact costs as set forth in **ATTACHMENT 'B'** attached hereto and incorporated herein by reference. DISTRICT

reserves the right to amend its determination of these costs for good cause at any time before dedication of the Improvement System is accepted by DISTRICT.

b. This Agreement when presented to OWNER for execution is notice of determination of impact costs. Execution of this Agreement by OWNER without protest constitutes acceptance and approval of said impact costs and is a complete waiver of protest or any other challenge to the validity of said costs.

c. OWNER agrees that the determination, allocation, and imposition of impact costs payable by OWNER as set forth in **ATTACHMENT 'B'** are matters of binding contract as memorialized in this Agreement, pursuant to arms-length negotiation between DISTRICT and OWNER.

d. OWNER agrees to timely pay the cost obligations as set forth in **ATTACHMENT 'B'**. In the absence of timely payment by OWNER, DISTRICT reserves the right to enforce the terms of bonds or other assurance, to suspend any or all DISTRICT performance under this Agreement, and to take any other action that DISTRICT, at its sole discretion, deems appropriate, including, but not limited to, suspension of Improvement Plan processing and/or prohibition of Project construction where such construction would create a demand for **water and wastewater** services.

e. Payment of costs by OWNER does not relieve successors in interest of the obligation to pay other DISTRICT charges, including, but not limited to, **water and wastewater** rates, administrative fees, connection fees, and capacity charges.

f. If lump-sum OWNER impact costs are not adequate to construct necessary improvements, OWNER shall be required to provide additional funding or construct necessary additional facilities subject to approval of DISTRICT's Board of Directors. Additional funding or construction shall be the subject of a supplemental written contract by the parties hereto and bonding and/or other assurances to be provided by OWNER. OWNER shall be solely responsible to make additional payments.

8. WARRANTY. OWNER warrants that the Improvement System and the work performed on it shall be free of defects for a period of **TWO (2) YEARS** after final acceptance by DISTRICT ("warranty period"). During the warranty period, at DISTRICT's request and sole discretion, OWNER shall fully repair or replace any defective installation or other deficiency at no cost to DISTRICT. Warranty work shall be performed within three (3) business days of notice by DISTRICT that such work is required. DISTRICT shall be entitled to allow extensions of this three (3) day period to accommodate delays not within the control of OWNER, without waiving any protections or benefits of the warranty provided herein. Upon completion of the warranty work, OWNER shall promptly provide written notification to DISTRICT of: (1) the specific warranty work completed; and (2) the date the warranty work was completed.

If DISTRICT requests warranty work on any aspect(s) or component(s) of the Improvement System, OWNER understands and agrees that the warranty period for the entire Improvement System shall be automatically extended for an additional **TWO (2) YEARS**. This extended warranty shall begin on the date that the warranty work is completed. OWNER shall provide DISTRICT with a rider to the warranty guarantee or other form of proof of warranty extension.

This section shall not waive any other rights or remedies available to DISTRICT under this Agreement or applicable law.

9. IMPROVEMENT DISTRICTS. DISTRICT operates, maintains, and provides water and wastewater service facilities to portions of Calaveras County; specifically, DISTRICT operates, maintains, and provides water and wastewater service facilities to properties in the vicinity of said PROJECT by and through DISTRICT's **Jenny Lind Water Improvement District No. 6, Copper Cove / La Contenta Sewer Improvement District No. 8s, and New Hogan / La Contenta Sewer and Water Assessment District No.604**. When the Improvement System has been completed and transferred to DISTRICT for operation and maintenance, the Improvement System and PROJECT shall be governed in all respects like an Improvement District as provided by the applicable laws of the State of California and DISTRICT rules.

10. NO WAIVER. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed to be a waiver with respect to any subsequent default or matter.

11. SUCCESSORS IN INTEREST. The rights and obligations under this Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto; however, except for the sale of lots in the ordinary course of business, OWNER shall not assign or transfer (by operation of law or otherwise) their interest(s) or any part thereof without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld.

12. SECURITY. Upon request by DISTRICT'S General Manager, OWNER shall promptly execute and deliver to DISTRICT, or other appropriate authority as designated by DISTRICT, a faithful performance bond in an amount and form acceptable to DISTRICT. Said bond will be released by DISTRICT in whole or in part upon acceptance of the Improvement System by DISTRICT and upon receipt of a written statement from OWNER confirming payment of all persons furnishing labor and materials in the performance of the work. Alternative forms of security may be accepted at the sole discretion with prior approval of DISTRICT'S General Manager. The determination of whether security is required shall be at the sole discretion of DISTRICT'S General Manager.

13. INSURANCE. At all times during performance of the work called for herein, OWNER shall maintain, and shall require all contractors engaged to perform work on the Improvement System to maintain, a separate policy or policies of insurance in forms, types and amounts acceptable to DISTRICT'S General Manager. All policies shall name DISTRICT as additional insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by DISTRICT and that the insurance of the additional insured shall not be called upon to contribute to any loss.

14. INDEMNITY. OWNER agrees, to the fullest extent permitted by law, to accept all responsibility for injury (including death), loss, or damage to any person or entity, or damage to property or natural resources that arises out of, occurs in or connection with, or results from the Improvement Plan or the Improvement System or any actions undertaken pursuant to this Agreement. OWNER shall indemnify, hold harmless, release, and defend DISTRICT, its Directors, officers, employees, agents, contractors, and authorized volunteers from and against any and all liability, demands, payment, actions, claims, damages, disabilities, or expenses arising in any way from acts or omissions related to the design, construction, operation, maintenance, repair, or replacement of the Improvement Plan and Improvement System called for by this Agreement, or resulting directly or indirectly from the breach of the covenants, warranties, and representations included in Paragraph 5 of this Agreement. OWNER shall defend with counsel of DISTRICT'S choice. The foregoing obligations shall not be affected by any determination by DISTRICT that the Improvement System or Improvement Plan complies with the Improvement Standards and other DISTRICT rules. The foregoing obligations are not limited in any way by the financial viability of the PROJECT or by any limitation on the amount or type of damages or compensation payable to or for OWNER or its agent(s) under insurance, Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

OWNER agrees to include the following clause in all contracts with construction contractors, equipment, or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no action against DISTRICT, its Directors, officers, employees, agents, contractors, or authorized volunteers for any claim arising out of, in connection with, or resulting from the Improvement Plan or the Improvement System or actions undertaken pursuant to this Agreement."

This section shall not be deemed to require OWNER to indemnify DISTRICT against liability for damage or loss arising from the sole negligence or willful misconduct of DISTRICT, its Directors, officers, employees, agents, contractors, or authorized volunteers, or damage or loss arising from the active negligence of DISTRICT.

15. DISCLOSURE OF FEES TO BUYERS. OWNER agrees to disclose to all buyers of PROJECT lots the existence of, and obligation of buyers to pay as conditions of water and wastewater service, any and all DISTRICT fees, including, specifically and without limitation, water and wastewater rates, connection fees, capacity charges, impact costs, and the annual benefit assessment described herein. When the amounts of said fees have been determined by DISTRICT, OWNER shall disclose said amounts to buyers and note in the disclosure that protest or challenge of the fees identified in this Agreement for addressing PROJECT impacts has been waived by OWNER as predecessor in interest to the buyers. DISTRICT's fees are subject to change from time to time in order to reflect actual costs of providing service.

16. ATTORNEYS' FEES. If either Party brings any action to enforce this Agreement, or for the breach thereof, the losing Party shall pay the prevailing Party's costs and reasonable attorneys' fees. Such action shall be brought and tried in Calaveras County, California.

17. DISTRICT COSTS / OWNER LIABILITY.

a. OWNER shall pay within thirty (30) days of billing all costs incidental to DISTRICT's review of calculations, plans, specifications, cost estimates, property descriptions, rights-of-way, permits, and other aspects of the Improvement Plan and Improvement System and shall pay all costs incidental to the construction, inspection, permits, licenses, bonds, administration as required for completion and acceptance of the PROJECT. DISTRICT reserves the right to review Improvement Plans and related documents as many times as necessary for conformance with the Improvement Standards and other DISTRICT rules, and OWNER acknowledges that it will pay invoices for same as specified below. In addition, DISTRICT reserves the right to conduct the number of inspections deemed necessary to ensure the proper installation of Improvement System facilities, and OWNER acknowledges that it will pay invoices for same as specified below.

b. Prior to Improvement Plan review, checking, and construction of the Improvement System, OWNER shall deposit Plan Checking and Inspection Deposits with DISTRICT in accordance with DISTRICT's Improvement Standards. Unless payment in advance is required by DISTRICT, OWNER also agrees to pay within thirty (30) days after receipt of billing all DISTRICT fees associated with review of the Improvement Plans and inspection of the Improvement System. DISTRICT may contract with an engineering firm to provide inspection, testing, or other services and charge the direct billings plus ten percent (10%) for DISTRICT's overhead. DISTRICT's personnel will be charged out at the rate of direct time (based on salary x 2.5), plus expenses, such as mileage, soil testing, etc., as required for completion and acceptance of the PROJECT.

c. In the event OWNER fails to pay DISTRICT costs associated with the review of Improvement Plans and inspection of the Improvement System in a timely

manner, review of the Improvement Plans and inspection of the Improvement System will be stopped. DISTRICT will not accept construction work that has not been inspected.

d. Any Improvement System facilities installed without being inspected by DISTRICT will be automatically rejected and will be required to be re-installed in the presence of a DISTRICT inspector, at OWNER's sole expense.

e. Section 2661 of DISTRICT's 2009 Standard Specifications, relative to closed circuit television inspection (TV inspection) of the sewer pipeline system (conducted prior to acceptance and prior to expiration of two-year warranty period, and any extensions thereof) currently allows DISTRICT to require OWNER to submit a retainer for said TV inspection and authorizes DISTRICT to invoice OWNER for expenses exceeding the retainer. DISTRICT is proceeding to amend various policies and rules relative to TV inspection and authorization to invoice OWNER for said TV inspection. **UPON EXECUTION OF THIS AGREEMENT, REGARDLESS OF WHETHER SECTION 2661 HAS BEEN AMENDED, OWNER HEREBY GUARANTEES TIMELY PAYMENT OF RETAINER AND/OR CHARGES PERTAINING TO TV INSPECTION AS REQUIRED BY DISTRICT'S GENERAL MANAGER.**

f. The foregoing paragraphs shall not waive any other rights or remedies available to DISTRICT under this Agreement or applicable law.

18. WATER AND WASTEWATER FEES. Water and wastewater connection, capacity, monthly service, and account establishment fees are due and payable at the time service is requested. OWNER is advised to confirm these fees with DISTRICT's Customer Service Department. DISTRICT reserves the right to establish new fees or modify existing fees from time to time, at its sole discretion.

In addition to the above fees, any fees allocated to individual lot developers are due and payable at the time service is requested.

Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT, and service will not be provided until all fees are paid in full. Service connections to commercial establishments shall not be made until the type of business or establishment is declared to DISTRICT and all applicable fees are paid.

19. CALIFORNIA ENVIRONMENTAL QUALITY ACT / RESPONSIBLE AGENCY. The County of Calaveras acts as lead agency for development projects within the County, including the PROJECT for which either a negative declaration, mitigated negative declaration, or environmental impact report has been prepared by OWNER, and which constitutes CEQA review of the PROJECT. DISTRICT shall review the CEQA documentation as a Responsible Agency prior to determining whether or not the

Improvement System will be "Released for Construction." OWNER shall pay the cost of such review and any associated environmental and filing fees within thirty (30) days of billing by DISTRICT, and shall ensure implementation of any mitigation measures required by DISTRICT. If additional CEQA or other environmental review by DISTRICT becomes appropriate, OWNER shall pay any and all costs associated with such review within thirty (30) days of billing by DISTRICT.

20. OWNER DILIGENCE REQUIREMENTS / TERMINATION OF DISTRICT OBLIGATIONS. DISTRICT and OWNER agree that, to facilitate orderly planning and for other DISTRICT purposes, it is intended that the Improvement System and PROJECT be diligently pursued by OWNER. Accordingly, OWNER agrees to submit the Improvement Plan required by this Agreement to DISTRICT within **TWO (2) YEARS** of the date of execution of this Agreement by both Parties, and to promptly make any changes necessary to ensure the Improvement Plan conforms with the Improvement Standards and other DISTRICT rules. After an Improvement Plan is "Released for Construction," the timeline for commencing and completing construction of the Improvement System is governed by the Improvement Standards and other DISTRICT rules.

If OWNER does not submit and DISTRICT does not "Release for Construction" the Improvement Plan within **TWO (2) YEARS** of the date of execution of this Agreement by both Parties, or commence or complete construction of the Improvement System within the timelines specified above, **any and all rights of OWNER and obligations of DISTRICT to provide water and wastewater service under this Agreement shall immediately terminate.** OWNER shall remain responsible for timely payment of any and all costs identified by DISTRICT. At the request of OWNER, DISTRICT may, at its sole discretion, extend this Agreement for a specified period of time, on terms required by DISTRICT. Such extension shall be in writing and signed by both Parties.

21. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement of the Parties. Specifically, and without limitation, DISTRICT's Concept Review Approval is not an Agreement of the Parties and may not be relied upon by OWNER for any purpose. The Improvement System and PROJECT may be built only under the terms of this Agreement and pursuant to an Improvement Plan "Released for Construction" by DISTRICT. This instrument may not be changed orally. It may only be changed in writing signed by the Party(ies) against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. The Parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This Agreement applies only to the facilities included in the Improvement Plan provided for herein, as "Released for Construction" by DISTRICT. After an Improvement Plan is "Released for Construction," any future additions, extensions, or modifications to the Improvement System identified in the Improvement Plan shall be covered by a separate written Agreement.

22. AREA OF BENEFIT. Upon completion of Project and conveyance of the Improvement System to DISTRICT, and at the request of OWNER, DISTRICT may consider the establishment of an Area of Benefit per Ordinance 2006-05 or other means of equitable reimbursement.

23. DEFAULT BY OWNER. In the event DISTRICT incurs any costs whatsoever in performing any work with respect to the Improvement System that is required to be performed by OWNER under this Agreement, all such costs shall be billed to OWNER or OWNER's successor(s) as shown on the latest adopted County Assessment Roll and shall, immediately upon billing, become a lien upon the real property served by, or to be served by, the Improvement System. Any such billing may, at the option of DISTRICT, be recorded in the Office of the County Recorder. Such billing shall be paid to DISTRICT within thirty (30) days of billing. If the billing is not paid within thirty (30) days, the obligation shall include interest from the date of initial billing until paid in full, and the interest rate shall be that interest rate paid to the Local Agency Investment Fund (LAIF) as of the date of initial billing. In the event all such costs are not paid within thirty (30) days of initial billing, OWNER shall be deemed in default of this Agreement and DISTRICT may bring such legal action as may be permitted by law. In any such action in which DISTRICT prevails, DISTRICT shall be awarded all costs of suit, including attorneys' fees, which costs and fees shall also be a lien upon the real property served by, or to be served by, the Improvement System.

This section shall not waive any other rights or remedies available to DISTRICT under this Agreement or applicable law.

24. NOTICES. All notices and demands or other communications under this Agreement shall be in writing and shall be given by one Party to the other at the following addresses for each:

OWNER
*Old Golden Oaks LLC
801 Briarwood Street
Weatherford, TX 76087
V (817)550-5032*

DISTRICT
CALAVERAS COUNTY WATER DISTRICT
PO Box 846
San Andreas, CA 95249
V (209) 754-3543 / F (209) 754-1069

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by U.S. Postal Service First Class or, in the case of any such notice or other communications mailed by U.S. Postal Service Certified Mail or other delivery service, on the date of actual receipt.

25. REVIEW BY COUNSEL. It is agreed and acknowledged by OWNER and DISTRICT that the provisions of this Agreement have been arrived at through negotiation and that OWNER and DISTRICT have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

26. CAPTIONS. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

27. NO JOINT VENTURE. Nothing in this Agreement will be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability between the Parties.

28. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third Parties.

29. TERM OF AGREEMENT. This Agreement shall be deemed to be fully performed only upon expiration of any and all warranty periods applicable to the Improvement System and PROJECT pursuant to Paragraph 8 above, except that the disclosure obligations set forth in Paragraph 16 above shall continue to apply beyond expiration of any and all warranty periods.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Approved by DISTRICT'S Board of Director's by Resolution No. 2019-_____ on _____, 2019.

DISTRICT

CALAVERAS COUNTY WATER DISTRICT

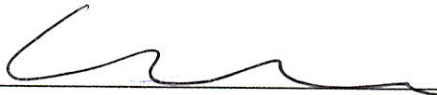
Michael Minkler
General Manager

ATTEST:

Rebecca Hitchcock
Clerk to the Board

OWNER

OLD GOLDEN OAKS, LLC.



(Signature)

C. Ryan Voorhees _____ (Name/Print)

Managing Member _____ (Title)

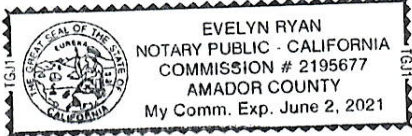
SIGNATURES MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT
Civil Code § 1189

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 Amador)
On 9-10-2019, before me, Evelyn Ryan, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared C. Ryan Voorhees,
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

ALL-PURPOSE ACKNOWLEDGMENT
Civil Code § 1189

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, _____, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: _____

ATTACHMENT 'A'

**ATTACHMENT 'B'
SYSTEM IMPACTS**

Prior to acceptance by DISTRICT, OWNER must mitigate system impacts listed below and/or pay equivalent impact costs as determined by the DISTRICT:

- i. OWNER will relocate the existing sewer force main along the southern edge of the subdivision due to new earthwork covering the force main and to avoid crossing through individual lots. The force main is to be relocated to a new dedicated public utility easement (PUE) or exclusive utility easement granted to the DISTRICT that provides unobstructed access. OWNER will provided an all-weather access road centered along the new easement and force main alignment.
- ii. OWNER will identify and correct all sewer collection system deficiencies from the new point of connection at Gold Creek Unit 3 to the Huckleberry lift station and contribute to renovations to Huckleberry lift station for its reliability. In lieu of this requirement, OWNER may construct a new regional or local lift station and force main to serve Gold Creek Unit 3 and adjacent future developments. OWNER is to provide for review and approval by District, an engineering report prepared by a licensed civil engineer verifying capacity of the subject sewer facilities.
- iii. OWNER will prepare plans and specifications for review and approval by the DISTRICT for construction of the above mitigation projects. OWNER will prepare and record all easements and right of way documents to be dedicated to DISTRICT for sewer force mains and lift stations.
- iv. All improvement must be made contemporaneously with the subdivision improvement plans and construction. If OWNER desires to postpone construction of any of the above improvements, DISTRICT will provide a cost estimate that OWNER will be obligated to post performance and payment bonds in that amount from a valid surety to ensure completion of and payment for said improvements by OWNER.
- ~~v. For existing capital improvements directly serving and benefiting the PROJECT for which no prior contribution was made and not accounted for by current capacity fees, the OWNER shall reimburse the DISTRICT for a proportional amount of said project costs as follows:~~

PROJECT DESCRIPTION	COST SHARE
La Contenta Lower Dam, CIP #15013, Aug. 29, 2002, Cost: \$1,319,186	\$128,903
La Contenta WWTP / Phase 2A, CIP #15027, Nov. 14, 2007, Cost: \$1,742,300	\$170,248
TOTAL	\$299,930

Paragraph v., above, is stricken from this agreement.

Initial: aw (Owner) 9/10/19 (Date)

_____ (District) _____ (Date)

RESOLUTION NO. 2019 - _____

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

**AUTHORIZING REVISIONS TO WATER AND WASTEWATER SERVICE
FACILITIES AGREEMENT FOR GOLD CREEK ESTATES UNIT 3**

WHEREAS, the OWNER, OLD GOLDEN OAKS, LLC, has filed with the County of Calaveras a Final Subdivision Tract Map No. 417 recorded September 21, 2007 in the County of Calaveras Subdivision Records for 171 single family residential parcels (Assessor's Parcel Numbers APN 072-060-001 through 051, 072-061-001 through 062 and 073-062-001 through 065), said developed property to be known as GOLD CREEK ESTATES UNIT 3; and

WHEREAS, on July 10, 2019, the Board of Directors of the Calaveras County Water District approved the attached "non-standard" Facilities Agreement to provide water and wastewater service to said development project; and

WHEREAS, the OWNER has asked and staff supports amending said Agreement by striking Paragraph v. of Attachment 'B' system impacts.

BE IT RESOLVED, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby approve said revision to the previously approved Water and Wastewater Service Facilities Agreement for OLD GOLDEN OAKS, LLC for the Division 5, Jenny Lind and La Contenta, GOLD CREEK ESTATES UNIT 3, attached hereto and made a part hereof, and authorizes the General Manager to execute the revised Agreement.

PASSED AND ADOPTED this 25th day of September, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Russ Thomas, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board