



**RESOLUTION NO. 2023-44**  
**RESOLUTION NO. PFA-01**  
**ORDINANCE NO. 2023-01**

## **AGENDA**

### **OUR MISSION**

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

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

Regular Board Meeting  
Wednesday, July 12, 2023  
1:00 p.m.

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

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

### **Microsoft Teams meeting**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

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

Phone Conference ID: 992 667 616#

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

## **ORDER OF BUSINESS**

### **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

1. **ROLL CALL**

2. **PUBLIC COMMENT**

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

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### **BOARD OF DIRECTORS**

Scott Ratterman, President  
Cindy Secada, Director

Russ Thomas, Vice President  
Bertha Underhill, Director

Jeff Davidson, Director

**3. CONSENT AGENDA**

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

- 3a Approval of Minutes for the Board Meeting of June 14, 2023  
(Rebecca Hitchcock, Clerk to the Board)
- 3b Review Board of Directors Monthly Time Sheets for June 2023  
(Rebecca Hitchcock, Clerk to the Board)
- 3c Ratify Claim Summary #616 Secretarial Fund in the Amount of \$2,482,427.78 for June 2023  
(Jeffrey Meyer, Director of Administrative Services) **RES 2023-\_\_\_\_\_**
- 3d Candidate Support for Association of California Water Agencies:  
ACWA President – Cathy Green **RES 2023-\_\_\_\_\_**  
ACWA Vice President –Ernesto A. Avila **RES 2023-\_\_\_\_\_**  
(Michael Minkler, General Manager)
- 3e Approval of a new Cellular Antenna Site Lease at 7821 Sparrowk Rd. Valley Springs  
(Rebecca Hitchcock, Clerk to the Board) **RES 2023-\_\_\_\_\_**

**4. NEW BUSINESS**

- 4a Discussion/Action Regarding Proposed Water and Wastewater Rates and Setting Proposition  
218 Public Hearing  
(Michael Minkler, General Manager and Jeffrey Meyer, Direction of Administrative Services)

**5. REPORTS**

- 5a Report on the June 2023 Operations Departments  
(Damon Wyckoff, Director of Operations)
- 5b\* General Manager’s Report  
(Michael Minkler)

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

**7. NEXT BOARD MEETINGS**

- Wednesday, July 26, 2023, 1:00 p.m., Regular Board Meeting
- Wednesday, August 9, 2023, 1:00 p.m., Regular Board Meeting

**8. CLOSED SESSION**

- 8a Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9. 1 potential case

**9. REPORTABLE ACTION FROM CLOSED SESSION**

**10. ADJOURNMENT**

\*No information included in packet



# CALAVERAS COUNTY WATER DISTRICT

## Board of Directors

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

## Financial Services

Umpqua Bank  
US Bank  
Wells Fargo Bank

## CCWD Committees

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

## Joint Power Authorities

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

## Other Regional Organizations of Note

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

## Legal Counsel

Matthew Weber, Esq.  
Downey Brand, LLP

## Auditor

Richardson & Company, LLP

## Membership\*\*

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

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

Thomas (alt. Ratterman)

All Board Members

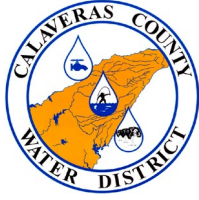
All Board Members  
Brad Arnold (alt. Kelly Gerkenmeyer)

Brad Arnold (alt. Kelly Gerkenmeyer)

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

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

# Item 3a



## MINUTES

### CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

**JUNE 14, 2023**

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

Directors Absent: Scott Ratterman, President

Staff Present: Michael Minkler, General Manager  
Matt Weber Esq, General Counsel  
Rebecca Hitchcock, Clerk to the Board  
Damon Wyckoff, Director of Operations  
Jeff Meyer, Director of Administrative Services  
Stacey Lollar, Human Resources Manager  
Pat Burkhardt, Construction and Maintenance Manager  
Brad Arnold, Water Resources Manager  
John Osbourn, External Affairs Manager  
Kelly Richards, Customer Service Supervisor  
Kelly Gerkenmeyer, Water Resources Technician  
Catherine Eastburn, Accountant  
Kelly Soulier-Doyle, Accounting Technician  
Kate Jesus, Engineering Coordinator  
Mark Rincon-Ibarra, District Engineer  
Kevin Williams, Senior Civil Engineer  
Jared Gravette, Construction Inspector  
Tiffany Burke, Administrative Technician Senior  
Dylan Smith, IT Technician  
Kate Darby, Customer Service  
Carol Bowen, Customer Service

Others Present: Ralph Copeland

### **ORDER OF BUSINESS**

#### **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

##### **1. ROLL CALL**

Vice-President Thomas called the Regular Board Meeting to order at 1:01 p.m. and led the Pledge of Allegiance. Director Ratterman was absent.

**2. PUBLIC COMMENT**

There was no public comment.

**3. CONSENT AGENDA**

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

- 3a Review Board of Directors Monthly Time Sheets for May 2023  
(Rebecca Hitchcock, Clerk to the Board)
- 3b Approving District’s Financial Management Policy – No. 5.01, Investment  
Policy  
(Jeffrey Meyer, Director of Administrative Services) **RES 2023-28**
- 3c Ratify Claim Summary #615 Secretarial Fund in the Amount of \$2,708,265.04 for May  
2023  
(Jeffrey Meyer, Director of Administrative Services) **RES 2023-29**
- 3d Approve Second Amendment to Cell Tower Lease between CCWD  
and Pinnacles Cellular, Inc. dba Verizon Wireless  
(Rebecca Hitchcock, Clerk to the Board) **RES 2023-30**
- 3e Adoption of Fiscal Year 2022/2023 District Pay Schedule for CalPERS Compliance  
(Stacey Lollar, Human Resources Manager) **RES 2023-31**

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

**4. PUBLIC HEARING**

Vice-President Thomas opened the Public Hearing at 1:04 p.m.

ANNUAL STANDBY ASSESSMENT FEES  
(Jeffrey Meyer, Director of Administrative Services)

- Indian Rock Vineyards Subdivision (Sewer) **RES 2023-32**
- West Point Improvement District 3 (Water) **RES 2023-33**
- Ebbetts Pass Improvement District 5 (Water) **RES 2023-34**
- Jenny Lind Improvement District 6, Copper Cove  
Improvement District 7 (including Copperopolis Townsite) (Water) **RES 2023-35**
- Saddle Creek Subdivision Improvement District 7 (Water) **RES 2023-36**
- Copper Cove/La Contenta Improvement District 8S (Sewer) **RES 2023-37**

**MOTION:** Directors Davidson/Underhill-Adopted Resolutions 2023-32, 2023-33, 2023-34, 2023-35, 2023-36, and 2023-37 in one unified motion.

**DISCUSSION:** Mr. Meyer explained each of the areas being assessed with standby fees including the history and fees.

**PUBLIC COMMENT:** There was no public comment.

Vice President Thomas closed the Public Hearing at 1:06 p.m.

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

**5. NEW BUSINESS**

5a Discussion/Action regarding the Slurry Line Water Service Customer Template Agreement  
(Brad Arnold, Water Resources Manager)

**MOTION:** Directors Davidson/Secada-by Minute Entry Approved the Slurry Line Water Service Customer Template

**DISCUSSION:** Brad Arnold detailed the changes to the Cataract Mine Cement Slurry Line customer agreement that was approved June 8, 2022. The proposed agreement allows customers to use water downstream from their property along the Slurry Line. It also adds requirements for customers who use the water for cannabis cultivation to adhere to state reporting requirements. Mr. Arnold responded to questions from the Board on the changes. Director Thomas expressed an interest in changing the name of the Slurry Line to the Calaveras County Water District's Grant Metzger Slurry Line. There was discussion on the possibility of that change, and it would have to be agenzized separately at a future meeting.

**PUBLIC COMMENT:** There was no public comment.

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

5b Discussion/Action to Approve the Purchase of a Paving Machine  
(Damon Wyckoff, Director of Operations)

**MOTION:** Directors Davidson/Underhill-by Minute Entry Approved the Purchase of a Paving Machine

**DISCUSSION:** Mr. Wyckoff detailed the bids received compared to the cost of purchasing the paver. There was discussion regarding the training and staffing requirements to use the paver.

**PUBLIC COMMENT:** Ralph Copeland asked if a lease option was considered for a paving machine.

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

## 6. BUDGET WORKSHOP

- 6a Discussion Regarding FY 2023-24 Preliminary Operating and Capital Improvement Budgets  
(Jeffrey Meter, Director of Administrative Services)

**DISCUSSION:** Jeffrey Meyer stated this budget was presented to the Finance Committee on May 30 and said there were a few changes since that date.

- Tyler Technologies was originally in the budget for the full 5-year contract amount of \$333,000, and it was corrected to the annual cost of \$75,000 per year with all modules plus implementation costs (\$37,500 per year for just the Utility Billing software). All modules include Finance, HR, and Inventory. There was extensive discussion regarding the Tyler software. The Board has requested a complete review of Tyler implementation and costs.
- A change to the PERS UAL amount was added since the last Finance Committee meeting.

Michael Minkler stated the revenues used in the budget includes the assumption that rates will be increased in October. It does not bind the Board to raising rates, but the District would have to amend the budget if the rates are not increased. Director Davidson would like a column added to the next budget draft showing the current revenue and projected revenue with the increases. He wants to see the comparison between current revenue and projected revenue with a list of projects the District would not be able to do without rate increases.

Mr. Meyer reviewed various items from Revenues, Transfers In, Salaries and Benefits, Services and Supplies, Capital Outlay/Debt Service, and the departmental Operating Budgets. He responded to questions on various items. Mr. Meyer reviewed the Capital Improvements Plan (CIP) Budget for Water and Sewer. There was discussion regarding different funding options for the CIP Projects.

**PUBLIC COMMENT:** Ralph Copeland addressed the Board regarding the potential rate increases projected on the budget.

## 7. REPORTS

- 7a Report on the May 2023 Operations Department  
(Damon Wyckoff, Director of Operations)

**DISCUSSION:** Mr. Wyckoff presented the May 2023 Monthly Operations and Engineering reports. He reviewed items of interest and answered questions from the Board.

**PUBLIC COMMENT:** There was no public comment.

- 7b General Manager's Report  
(Michael Minkler)

**DISCUSSION:** Michael Minkler reported on the following items: 1) the July 12<sup>th</sup> Board meeting will be the Rate Workshop to discuss the rate recommendations; 2) a meeting with Teresa Hitchcock, CEO Calaveras County and Marcos Munoz, Assistant CEO; 3) Mark Rincon-Ibarra, District Engineer met with Gabriel Elliott, Director of Planning of Calaveras County; 4) the Washington, D.C. meetings; 5) the EPPOC meeting; 6) the Housing Resources Partnership meeting; 7) a meeting with Phoenix Energy; 8) the CCWD Kids Day event; 9) he will be on vacation the last week of June; and 10) the District received emails from Forest Meadows thanking Ron Rose for his great work on the pond.



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

Director Underhill asked about the Districts plan for the 4<sup>th</sup> of July Parade in Arnold.

Director Davidson asked about the Department of Water Resources grant awarded to Stockton East Water District for Groundwater Recharge.

Director Secada is enjoying the cooler than average weather.

Director Thomas reported that today is his 21<sup>st</sup> Wedding Anniversary and that he attended the Calaveras Republican Women Federated meeting in Copperopolis with John Osbourn, External Affairs Manager.

**9. NEXT BOARD MEETINGS**

- Wednesday, June 28, 2023, 1:00 p.m., Regular Board Meeting
- Wednesday, July 12, 2023, 1:00 p.m., Regular Board Meeting

**10. CLOSED SESSION**

The meeting adjourned into Closed Session at approximately 4:12 p.m. Those present were Board Members: Cindy Secada, Bertha Underhill, Russ Thomas, and Jeff Davidson; staff members Michael Minkler, General Manager; Brad Arnold, Water Resources Manager, and Matt Weber, General Counsel.

- 10a Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9. 1 potential case

**11. REPORTABLE ACTION FROM CLOSED SESSION**

The Board reconvened into Open Session at approximately 4:56 p.m. There was no reportable action.

**12. ADJOURNMENT**

With no further business, the meeting adjourned at 4:56 p.m.

Respectfully Submitted:

ATTEST:

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

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

# Item 3b

# Agenda Item

DATE: July 12, 2023

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Review Board of Directors Time Sheets for June 2023

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## **RECOMMENDED ACTION:**

For information only.

## **SUMMARY:**

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets, which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month of June 2023.

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

## **FINANCIAL CONSIDERATIONS:**

Monthly compensation and mileage reimbursement costs are included in the FY 22-23 budget.

*Attachments: Board of Directors Time Sheets for June 2023*

**CALAVERAS COUNTY WATER DISTRICT  
2023 DIRECTOR REIMBURSEMENT FORM**

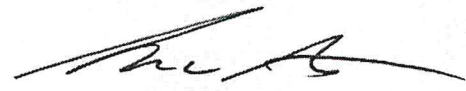
For Admin Use  Payroll  Expense


Month/Yr June 2023  
Name S. Ratterman

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
5-26	Mt. Counties Leg. Comm Mtg. - Virtual							\$120.-		-
5-30	CCWO Finance Comm. Mtg.							120.-		7
6-2	Mt. Counties Mtg. - Virtual							120.-		
6-5	OC Virtual visit w/ Mia	-						120.-		
6-6	OC Virtual visit w/ Mia							120.-		
6-13	OC Virtual visit w/ Mia							120.-		

<b>Total</b>	For Totals line, multiply miles by the IRS rate: 1/1/2023 \$0.655		<b>Totals</b> (use IRS mileage rate)		\$720.-	\$4.58
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Pursuant to Board Policy 4030, receipts required; report /materials required.  
The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:  


Administrative Review: 

Date: 6/23/23

Orig to Finance Dept.

**CALAVERAS COUNTY WATER DISTRICT  
2023 DIRECTOR REIMBURSEMENT FORM**

For	Payroll	<input checked="" type="checkbox"/>
Admin	Expense	<input type="checkbox"/>
Use		

Month/Yr Jun-23  
Name Cindy Secada

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
14-Feb	CCWD Regular Board Meeting							120		38.7	
27-Jun	CCWD Engineering Alternate, Remote	X						120			
28-Jun	CCWD Regular Board Meeting							120		38.7	
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i>	1/1/2023	\$0.655						0	77.4	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>				<b>Totals</b> (use IRS mileage rate)				\$360.00	\$0.00	\$50.70	
<p>The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.</p>							<p><b>Signature of Claimant:</b>  <i>Cindy Secada</i></p>				
Administrative Review: <u><i>[Signature]</i></u>							Date: <u>6/23/23</u>		Orig to Finance Dept.		

**CALAVERAS COUNTY WATER DISTRICT  
2023 DIRECTOR REIMBURSEMENT FORM**

For	Payroll <input checked="" type="radio"/>
Admin	
Use	Expense <input type="radio"/>

Month/Yr Jun-23  
Name Bertha Underhill

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
3-Jun	Wildfire Preparedness							120		6	
7-Jun	EPPOC							120		4	
14-Jun	CCWD Regular Board Meeting							120		64	
19-Jun	White Pines Park Committee							120		4	
24-Jun	CCWD Regular Board Meeting							120		64	
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i> 1/1/2023 \$0.655								0	142	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>							<b>Totals</b> (use IRS mileage rate)		\$600.00	\$0.00	\$93.01
<p>The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.</p>							<p><b>Signature of Claimant:</b>  Bertha Underhill</p>				
Administrative Review: <u><i>M. Underhill</i></u>							Date: <u>6/23/23</u>		Orig to Finance Dept.		



**CALAVERAS COUNTY WATER DISTRICT  
2023 DIRECTOR REIMBURSEMENT FORM**

For Admin Use	Payroll <input type="radio"/>
	Expense <input type="checkbox"/>

Month/Yr Jun-23  
Name Jeff Davidson

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles		
		Yes	No	Yes	No	Yes	No	Meeting	Expense			
14-Jun	CCWD Regular Board Meeting							120		28		
24-Jun	CCWD Regular Board Meeting							120		28		
27-Jun	CCWD Engineering Committee Meeting							120		28		
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i>	1/1/2023	\$0.655						0	84		
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>								<b>Totals</b>	<i>(use IRS mileage rate)</i>	\$360.00	\$0.00	\$55.02
The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.								<b>Signature of Claimant:</b>  Jeff Davidson				
Administrative Review: <u><i>[Signature]</i></u>								Date: <u>6/23/23</u>		Orig to Finance Dept.		



# Item 3c

**Calaveras County Water District  
Claim Summary #616  
May 2023 vs June 2023**

	<b>May 2023</b>	<b>June 2023</b>
CCWD Operating Expenditures	1,059,958.42	1,182,914.86
Expenditures to be reimbursed/Fiduciary Payments	2,615.00	2,765.00
Capital Improvement Program Projects	1,013,781.21	672,421.34
Capital Outlay	5,405.40	-
<b>Sub-Total Vendor Payments</b>	<b>2,081,760.03</b>	<b>1,858,101.20</b>
Payroll Disbursed	620,821.14	621,333.09
Other EFT Payments	5,683.87	2,993.49
<b>Total Disbursements</b>	<b>2,708,265.04</b>	<b>2,482,427.78</b>

Vendor	Description	Date	Ref	Amount
49er WATER SERVICES	Lab Samples District Wide WTP's 06/20	06/21/2023	142467	5,580.00
49er WATER SERVICES	Lab Samples District Wide WWTP's 06/20	06/21/2023	142467	6,285.00
49er WATER SERVICES	Lab Samples Arnold WWTP	06/28/2023	142491	6,905.00
49er WATER SERVICES	Lab Samples Arnold WWTP	06/28/2023	142491	6,855.00
49er WATER SERVICES	Lab Samples AWWTP	06/28/2023	142491	8,085.00
49er WATER SERVICES	Lab Samples EP WTP	06/28/2023	142491	9,460.00
49er WATER SERVICES	Lab Samples EP WTP	06/28/2023	142491	6,880.00
49er WATER SERVICES	Lab Samples EP WTP	06/28/2023	142491	13,225.00
A T & T	Acct#287318536357 IT Phone 05/23	06/14/2023	142430	130.83
A T & T	Internet Service LC Acct#129469186 05/23	06/14/2023	142431	53.50
A T & T	Lease Acct# 2358106903335 05/23	06/14/2023	142429	62.87
A T & T	Acct#9391064579 SA Shop 06/23	06/28/2023	142492	47.08
A T & T	Ref#2097850520 Long Distance Copper Reclaim	06/28/2023	142493	44.79
A T & T CALNET3	Acct#9391067346 Camp Connel Radio Tower 05/23	06/07/2023	142366	210.53
A T & T CALNET3	Acct#9391029200 Dorrington 06/23	06/21/2023	142469	24.29
A T & T CALNET3	Acct#9391029201 District Wide 06/23	06/21/2023	142470	1,295.13
A T & T CALNET3	Acct#9391032215 T1-Line 0623	06/21/2023	142471	154.88
A T & T CALNET3	Acct#9391069409 SA Shop 06/23	06/21/2023	142468	47.08
A T & T CALNET3	Acct#9391029194 OP HQ Long Distance 06/23	06/28/2023	142495	390.98
A T & T CALNET3	Acct#9391029197 CC Whse 06/23	06/28/2023	142499	0.99
A T & T CALNET3	Acct#9391029198 Hunters 06/23	06/28/2023	142496	24.29
A T & T CALNET3	Acct#9391029199 JLTC 06/23	06/28/2023	142500	24.29
A T & T CALNET3	Acct#9391032214 JLTC 06/23	06/28/2023	142494	121.39
A T & T CALNET3	Acct#9391032216 Azalea L/S 06/23	06/28/2023	142497	22.75
A TEEM ELECTRICAL ENG INC	Electrical Engineering Plan Check for Jenny Lind Elementary School (CIP 15114)	06/14/2023	142432	2,530.00
A TEEM ELECTRICAL ENG INC	Programming of all Sites for the Redwood Tanks Project (CIP 11095)	06/14/2023	142432	4,200.00
A TEEM ELECTRICAL ENG INC	SCADA Troubleshooting - CCRCP	06/28/2023	142501	3,412.16
A-1 SHARPENING & SMALL ENGINE REPAIR, LLC	Mount & Balance Tire - V 732	06/07/2023	142367	22.50
A-1 SHARPENING & SMALL ENGINE REPAIR, LLC	Tires - V 742	06/14/2023	142433	1,144.26
A-1 SHARPENING & SMALL ENGINE REPAIR, LLC	Tire Swap - V 711	06/28/2023	142502	102.87
ACWA/JPIA	Dental 07/01	06/07/2023	142368	6,878.84
ACWA/JPIA	EAP 07/01	06/07/2023	142368	183.52
ACWA/JPIA	Retiree Dental 07/01	06/07/2023	142368	3,219.96
ACWA/JPIA	Retiree Vision 07/01	06/07/2023	142368	909.44
ACWA/JPIA	Vision 07/01	06/07/2023	142368	1,429.12
ACWA/JPIA	Member#C016 Excess Crime Fidelity & Dep CO 07/01/23-06/30/24	06/28/2023	142503	782.00
ADAM SNIDER	Snow Removal - EP March & April 2023	06/07/2023	142418	9,250.00
AFLAC	Acct#JJ325 05/23	06/07/2023	142369	1,648.46
ANGELS HEATING AND AIR CONDITIONING	Mini Split Installation - JL A Tank	06/14/2023	142434	8,842.00
ARNOLD AUTO SUPPLY	Repair Parts - EP	06/14/2023	142435	1,203.77
ARNOLD TIRE AND AUTO CARE	Flat Repair - V 754	06/21/2023	142472	35.00
BIG VALLEY FORD LINCOLN MERCURY	Cap - V 732	06/14/2023	142436	23.16

Vendor	Description	Date	Ref	Amount
BIG VALLEY FORD LINCOLN MERCURY	DEF Tank Heater - V 551	06/28/2023	142505	396.49
BOB MURRAY & ASSOCIATES	Executive Search	06/28/2023	142506	500.00
BROWN, JOHN	Safety Boot Reimbursement	06/28/2023	142507	200.00
BURKE, WILLIAMS, & SORENSON, LLP	AD 604 Professional Services074-044-010 04/23	06/14/2023	142437	312.00
BURKE, WILLIAMS, & SORENSON, LLP	RAD 2006-01 Professional Services 055-067-006 01/23	06/14/2023	142437	2,147.50
BURKE, WILLIAMS, & SORENSON, LLP	RAD 2006-01 Professional Services 055-067-006 02/23	06/14/2023	142437	1,231.64
BURKE, WILLIAMS, & SORENSON, LLP	RAD 2006-01 Professional Services 055-067-006 03/23	06/14/2023	142437	54.00
BURKE, WILLIAMS, & SORENSON, LLP	RAD 2006-01 Professional Services 055-067-006 04/23	06/14/2023	142437	2,038.00
CALAVERAS AUTO SUPPLY	Batteries - Quads	06/07/2023	142370	126.43
CALAVERAS AUTO SUPPLY	Battery - Generator	06/07/2023	142370	166.31
CALAVERAS AUTO SUPPLY	Core Credit	06/07/2023	142370	(18.00)
CALAVERAS AUTO SUPPLY	Rear Brakes - V 592	06/07/2023	142370	79.23
CALAVERAS AUTO SUPPLY	Repair Parts - Utility Crew	06/07/2023	142370	50.51
CALAVERAS AUTO SUPPLY	Thermostat - V 534	06/07/2023	142370	84.81
CALAVERAS CONSOLIDATED FIRE	(672) Hydrant Maintenance - JL	06/07/2023	142371	16,800.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA & Generate AR0000551 JLWTP	06/07/2023	142372	393.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000548 DF VCTO	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000549 WP Barn	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000550 FM WWTP	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000552 CC WTP & CCWWTP	06/07/2023	142372	307.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000553 Sawmill	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000554 VCTO WWTP	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000555 LC WWTP	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000557 AWWTP	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000558 Hunters	06/07/2023	142372	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA AR0000839 JL A Tank	06/07/2023	142372	262.00
CALAVERAS ENTERPRISE	Recruitment Ad - HR Tech	06/07/2023	142373	78.20
CALAVERAS LUMBER CO INC	Electrical Parts	06/14/2023	142438	75.40
CALAVERAS LUMBER CO INC	Fasteners - DF VCTO Culvert Repair	06/14/2023	142438	48.88
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP System Improvements (CIP 15111)	06/14/2023	142438	101.35
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP System Improvements (CIP 15111)	06/14/2023	142438	279.19
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP Improvement Project (CIP 15111)	06/14/2023	142438	208.35
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP Improvement Project (CIP 15111)	06/14/2023	142438	151.52
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP Improvement Project (CIP 15111)	06/14/2023	142438	214.84
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP System Improvements (CIP 15111)	06/14/2023	142438	79.83
CALAVERAS LUMBER CO INC	Materials for Vallecitio WWTP System Project (CIP 15111)	06/14/2023	142438	350.69
CALAVERAS LUMBER CO INC	Pipe Wraps for Vallecitio WWTP Project (CIP 15111)	06/14/2023	142438	24.76
CalPERS	Def Comp 05/31/2023 Payroll	6/30/2023	EFT	7,084.38
CalPERS	Def Comp 06/15/2023 Payroll	6/30/2023	EFT	6,497.96
CalPERS	Def Comp Loan Repay 05/31/2023 Payroll	6/30/2023	EFT	1,607.90
CalPERS	Def Comp Loan Repay 06/15/2023 Payroll	6/30/2023	EFT	1,418.91
CalPERS	Health Insurance Active & Board June 2023	6/30/2023	EFT	159,957.56

Vendor	Description	Date	Ref	Amount
CalPERS	Health Insurance Admin Fee June 2023	6/30/2023	EFT	527.86
CalPERS	Health Insurance Admin Fee Retirees June 2023	6/30/2023	EFT	200.25
CalPERS	Health Insurance Retirees June 2023	6/30/2023	EFT	8,909.00
CalPERS	Retirement 05/31/2023 Payroll	6/30/2023	EFT	51,720.00
CalPERS	Retirement 06/15/2023 Payroll	6/30/2023	EFT	51,395.43
CANEPA, CRAIG	Safety Boot Reimbursement	06/14/2023	142439	200.00
CARBON COPY INC	Copies 06/23	06/07/2023	142374	67.70
CARBON COPY INC	Copies 06/23	06/28/2023	142508	121.74
CARDINAL, BILL	Lunch Meeting Reimbursement W/Brett Anisko	06/07/2023	142375	27.50
CARDINAL, BILL	SWRCB WW3 Cert Renewal Reimbursement	06/07/2023	142375	110.00
CARUS CORPORATION	Sodium Permanganate - JLWTP	06/07/2023	142376	21,411.01
CDK SUPPLY	Materials for Vallecitio WWTP Improvement Project (CIP 15111)	06/28/2023	142509	111.73
CHECK PROCESSING INC	Lockbox Processing 05/23	06/14/2023	142440	1,012.40
CISCO FIRE SPRINKLER, INC.	Design, Engineering, Materials, Fabrication, Installation (CIP 11101)	06/07/2023	142377	11,141.76
CISCO FIRE SPRINKLER, INC.	Furnish and Install Fire System Panel with Communicator for Warehouse (CIP 11101)	06/07/2023	142377	3,000.00
CITY OF ANGELS	Six Mile Village 05/23	06/07/2023	142378	3,664.14
CLARK PEST CONTROL INC	Pest Control Acct#688236 Southworth	06/07/2023	142379	101.00
CLARK PEST CONTROL INC	Pest Control Acct#1505308 Hunters	06/14/2023	142441	114.00
CLARK PEST CONTROL INC	Pest Control Acct#2120969 Wallace	06/14/2023	142441	145.00
CLARK PEST CONTROL INC	Pest Control Acct#8073650 LC WWTP	06/14/2023	142441	100.00
CLARK PEST CONTROL INC	Pest Control Acct#807402 JL WWTP	06/21/2023	142473	78.00
CLARK PEST CONTROL INC	Pest Control Acct#807402 JL WWTP	06/21/2023	142473	78.00
CLARK PEST CONTROL INC	Pest Control Acct#807549 JLWTP	06/21/2023	142473	76.00
CLARK PEST CONTROL INC	Pest Control Acct#730179 CC	06/28/2023	142510	110.00
CLA-VAL/GRISWOLD	Delayed Opening Assembly for Flume Court for Redwood Tanks Project (CIP 11095)	06/14/2023	142442	2,075.50
CLA-VAL/GRISWOLD	Delayed Opening Assembly for the Larkspur Tank (CIP 11083L)	06/14/2023	142442	2,075.50
CLA-VAL/GRISWOLD	Capital Outlay Ebbetts Pass PRV #64	06/28/2023	142511	69,712.50
COLEMAN ENGINEERING, INC.	Engineering and Design Contract for the Jenny Lind A-B Transmission (CIP 11088)	06/07/2023	142380	8,258.75
COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 06/23	06/07/2023	142381	780.00
CONDOR EARTH TECHNOLOGIES INC	Soils Field for Larkspur Tank (CIP 11083-L0)	06/14/2023	142443	910.75
CONDOR EARTH TECHNOLOGIES INC	Concrete Field Work for Larkspur Tank Project (CIP 11083-L0)	06/21/2023	142474	1,726.25
CONDOR EARTH TECHNOLOGIES INC	Special Inspections/Soils/Concrete Testing for the Warehouse (CIP 11101)	06/21/2023	142474	569.00
CONFIDENTIAL	05/31 Payroll Check Replacement for Direct Deposit	06/06/2023	142364	4,701.84
CONFIDENTIAL	41 Hours CTO Pay Out	06/07/2023	142420	1,668.69
CONFIDENTIAL	48 Hours CTO Pay Out	06/07/2023	142384	1,754.67
CONFIDENTIAL	60 Hours CTO Pay Out	06/07/2023	142387	1,651.97
CONFIDENTIAL	06/15/23 Payroll Correction for Incorrect Deduction	06/22/2023	142490	381.92
CONFIDENTIAL	Retiree Medical Reimbursement 07/23	06/28/2023	142512	2,367.17
COPPER AUTO & MARINE	Repair Parts - CC	06/14/2023	142444	464.70
COPPER COVE ASSOCIATION	Tree Removal Notification Project (1488 Mailers)	06/14/2023	142445	595.21
CPPA	Power District Wide 05/23	06/07/2023	142382	176,388.21
CPPA	Power OP HQ 05/23	06/07/2023	142382	1,540.00

Vendor	Description	Date	Ref	Amount
CPUD	Water Service Corp Yard 05/23	06/07/2023	142383	103.75
CPUD	Water Service OP HQ 05/23	06/07/2023	142383	357.83
CPUD	Water Service Corp Yard 06/23	06/28/2023	142513	103.75
CPUD	Water Service OP HQ 06/23	06/28/2023	142513	357.83
CRUMPACKER, BRIAN	Winter Weather Gear 2023	06/07/2023	142385	200.00
CRUMPACKER, BRIAN	Safety Boot Reimbursement	06/14/2023	142446	200.00
CWEA	CWEA Membership Renewal - Burke	06/21/2023	142475	202.00
CWEA	CWEA Membership Renewal - Gravette	06/21/2023	142475	202.00
DATAPROSE	UB Statement Processing 05/23	06/07/2023	142386	4,795.69
DAVIDSON, JEFF	Travel 06/23	06/28/2023	142514	36.68
DECOSTE	Septic Tank Work for Collections Systems Rehab Project (CIP 15109)	06/28/2023	142515	96,500.00
Delage Landen Financial Serv Inc	Copier Lease 05/2023	6/30/2023	EFT	294.71
DODGE, RICHARD & VIRGINIA	UB Refund 2391 Chaparral Drive	06/14/2023	142447	299.01
DOWNEY BRAND ATTORNEYS LLP	Legal Services 31348.00000 05/23	06/28/2023	142516	2,720.00
DOWNEY BRAND ATTORNEYS LLP	Legal Services 31348.0000003 05/23	06/28/2023	142516	194.00
DOWNEY BRAND ATTORNEYS LLP	Legal Services 31348.000034 05/23	06/28/2023	142516	700.38
DOWNEY BRAND ATTORNEYS LLP	Legal Services 31348.000037 05/23	06/28/2023	142516	2,940.00
DUBURG, MICHAEL	DMV Lic Renewal Reimbursement	06/07/2023	142388	53.00
EBBETTS PASS GAS SERVICE	Fuel 05/23	06/07/2023	142389	2,913.95
EBBETTS PASS LUMBER	Hand Truck Handle - FMWWTP	06/07/2023	142390	207.21
EBBETTS PASS LUMBER	N95 Masks - FMWWTP	06/07/2023	142390	31.09
EBBETTS PASS LUMBER	Oil - AWWTP	06/07/2023	142390	49.52
ENTERPRISE FM TRUST	CAP Price Reduction Amount 06/23	06/14/2023	142448	14,600.00
ENTERPRISE FM TRUST	CAP Price Reduction Amount 06/23	06/14/2023	142448	5,400.00
ENTERPRISE FM TRUST	Maintenance & Taxes 06/23	06/14/2023	142448	4,359.42
ENTERPRISE FM TRUST	Vehicle Lease 06/23	06/14/2023	142448	22,931.59
ENVIRONMENTAL OPERATING SOLUTIONS	MicroC - DF VCTO	06/07/2023	142391	5,937.76
ERS INDUSTRIAL SERVICES, INC.	Construction Contract for Jenny Lind Filter Rehab Project (CIP 11131)	06/07/2023	142392	10,298.24
ERS INDUSTRIAL SERVICES, INC.	Turnkey Service Media Change Out for the Wallace WTP Filter Rehab (CIP 11130)	06/14/2023	142449	51,000.00
FASTENAL	Credit Materials & Supplies - Stock	06/14/2023	142450	(92.73)
FASTENAL	Materials & Supplies - Stock	06/14/2023	142450	1,077.03
FASTENAL	Materials & Supplies - Vending	06/28/2023	142517	732.09
FASTENAL	Safety Supplies - Vending	06/28/2023	142517	600.51
FASTENAL	Tools - Vending	06/28/2023	142517	301.94
FOOTHILL PORTABLE TOILETS	Rental Portable Toilet 05/23/23 - 06/19/23 SR	06/21/2023	142476	154.50
FOOTHILL PORTABLE TOILETS	Rental Portable Toilet 05/23/23 - 06/19/23 Wallace	06/21/2023	142476	154.50
FROGGY'S AUTO WASH & LUBE	Ultimate Wash - V 139	06/14/2023	142451	27.95
FROGGY'S AUTO WASH & LUBE	Ultimate Wash - V 140	06/14/2023	142451	27.95
GABA	Arnold Independence Day Parade Entry Fee	06/14/2023	142452	25.00
GAMBI DISPOSAL INC.	Bio-Solids Removal - May 2023	06/07/2023	142393	8,375.00
GARRETT, MARK	UB Refund 8369 O Reilly Street	06/07/2023	142394	704.70
GENERAL PLUMBING SUPPLY CO INC	Materials for Vallecito WWTP Project (CIP 15111)	06/14/2023	142453	4,487.32

Vendor	Description	Date	Ref	Amount
GENERAL PLUMBING SUPPLY CO INC	Materials for Vallecito WWTP Project (CIP 15111)	06/28/2023	142519	1,435.47
GENERAL PLUMBING SUPPLY CO INC	Materials for Vallecito WWTP Project (CIP 15111)	06/28/2023	142519	1,707.73
GENERAL SUPPLY COMPANY	Electrical Parts - Stock	06/07/2023	142395	459.45
GENERAL SUPPLY COMPANY	LED Wall Packs - District Wide	06/07/2023	142395	618.18
GENERAL SUPPLY COMPANY	Security Lights, Batteries - District Wide	06/07/2023	142395	693.36
Global Pay	Global Payments 24728 May 2023	6/30/2023	EFT	11,038.16
Global Pay	Global Payments 7167 May 2023	6/30/2023	EFT	1,949.29
HACH COMPANY	Ice-Pic Service - CCWWTP	06/07/2023	142396	499.25
HANSON BRIDGETT LLP	Legal Services 040081.000001 05/23	06/21/2023	142477	7,650.00
HANSON BRIDGETT LLP	Legal Services 040081.000003 05/23	06/21/2023	142477	340.00
HERRING PAVING COMPANY	Saw Cut, Dig Out, Pave - JL Freidman & Abouf	06/28/2023	142520	9,650.00
HERRING PAVING COMPANY	Saw Cut, Dig Out, Pave - JL Kirby Street	06/28/2023	142520	9,834.00
HITEK EQUIPMENT INC	Paver - Capital Outlay	06/28/2023	142521	74,055.07
HOARD, JEREMY	UB Refund 4054 Arrowhead Street	06/28/2023	142522	331.11
HOBGOODS CLEANING	Janitorial Services JLTC 06/23	06/21/2023	142478	50.00
HOBGOODS CLEANING	Janitorial Services Mechanic Shop 06/23	06/21/2023	142478	37.00
HOBGOODS CLEANING	Janitorial Services OP HQ 06/23	06/21/2023	142478	1,935.00
HOLT OF CALIFORNIA	Core Credit	06/28/2023	142523	(871.81)
HOLT OF CALIFORNIA	Rod Bucket - B 04	06/28/2023	142523	1,614.24
HOLT OF CALIFORNIA	Seal Kit - B 04	06/28/2023	142523	262.57
HUNT & SONS, INC	DEF - SA Shop	06/07/2023	142397	1,045.35
HUNT & SONS, INC	Fuel - CC	06/07/2023	142397	1,476.40
HUNT & SONS, INC	Fuel - JL Campbell Ct	06/07/2023	142397	1,692.12
HUNT & SONS, INC	Fuel - WP	06/14/2023	142454	217.15
HUNT & SONS, INC	Fuel - CC	06/28/2023	142524	877.61
IB CONSULTNG LLC	Consultant Services	06/07/2023	142398	17,040.00
INDUSTRIAL ELECTRICAL CO	Aerator Motor - CCWWTP Pond	06/07/2023	142399	2,541.50
INDUSTRIAL ELECTRICAL CO	Pump - Larkspur LS	06/07/2023	142399	7,722.77
INTERSTATE TRUCK CENTER	Coolant Hose - Generator	06/07/2023	142400	210.07
INTERSTATE TRUCK CENTER	Cover - V 722	06/14/2023	142455	118.29
IRON MOUNTAIN	Document Destruction 05/23	06/07/2023	142401	578.18
JACK HENRY & ASSOCIATES, INC	Annual Maintenance 7/1/23 - 6/30/24 Remit Plus Acct#69389	06/14/2023	142456	2,760.23
JOE VINCENT PERUCCA	Weedeat - OP HQ	06/07/2023	142413	2,400.00
JUDD, JAMES	Claim Settlement 7720 Kirby Street	06/14/2023	142457	434.65
KW EMERSON, INC	Construction Contract for the West Point Wilseyville 05/23 (CIP 15091)	06/21/2023	142479	88,133.66
LEADERSHIP DEVELOPMENT NETWORK	4 Hour DISC Workshop ( 7 Participants )	06/28/2023	142525	693.00
LEAF CAPITAL FINANCIAL LLC	Email Cloud Backup 3-Year	06/21/2023	142480	13,326.24
MARK LOWE	Construction of Lids for the Vallecito WWTP Improvement Project (CIP 15111)	06/14/2023	142458	12,000.00
MARK TWAIN MEDICAL CENTER	Hepat B Vacc	06/07/2023	142402	304.29
MARK TWAIN MEDICAL CENTER	Hep V Vaccine	06/28/2023	142526	608.58
MARTIN MARIETTA MATERIALS	3/4 Class II AB - EP Barn Stock	06/14/2023	142459	877.48
MARTIN MARIETTA MATERIALS	3/4 Class II AB - Utility Crew	06/14/2023	142459	855.66

Vendor	Description	Date	Ref	Amount
MATHESON TRI-GAS, INC	Liquid Oxygen - JLWTP	06/07/2023	142403	5,354.98
MCMAHAN, CAROLE	UB Refund 176 Quail Meadow Ct	06/28/2023	142527	353.44
Mission Square	RHI 05/31/2023 Payroll	6/30/2023	EFT	1,970.00
Mission Square	RHI 06/15/2023 Payroll	6/30/2023	EFT	1,970.00
MODESTO AIRCO GAS & GEAR	Cylinder Rental 05/23	06/07/2023	142404	104.00
MOTHER LODE ANSWERING SERVICE	Answering Service 06/23	06/07/2023	142405	802.00
MOUNTAIN OASIS PURIFIED WATER	Water Cooler & Supplies 05/23	06/07/2023	142406	265.50
MOZINGO CONSTRUCTION, INC.	Construction Contract for CC Lift Stations 15 & 18 05/23 (CIP 15080)	06/14/2023	142460	93,264.12
MOZINGO CONSTRUCTION, INC.	Construction Contract for the CC Lift Stations 12 & 13 05/23 (CIP 15076)	06/14/2023	142460	125,883.24
MUTUAL OF OMAHA	Life, AD&D Acct#GAWXB 06/23	06/07/2023	142407	7,278.43
NEW YORK LIFE	Life Insurance 06/23	06/28/2023	142528	832.94
NEXGEN UTILITY MANAGEMENT	ENGINEERING AND DESIGN SERVICES FOR THE WP/WILSEYVILLE (CIP 15091)	06/14/2023	142461	35,689.83
NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	06/07/2023	142408	4,762.53
NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	06/28/2023	142529	2,343.45
NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	06/28/2023	142529	4,730.23
NTU TECHNOLOGIES INC	ProPac 926 Polymer - JLWTP	06/07/2023	142409	12,957.80
NTU TECHNOLOGIES INC	Protek 301 - Hunters WTP	06/07/2023	142409	5,824.00
NTU TECHNOLOGIES INC	Protek 301 - JLWTP	06/07/2023	142409	3,640.00
OCCU-MED, LTD	Pre Employment Screening	06/28/2023	142530	641.50
O'CONNELL & DEMPSEY, LLC	Federal Legislative Consulting 05/23	06/21/2023	142481	6,000.00
O'REILLY AUTO PARTS	Pumps - JLWTP	06/07/2023	142410	62.18
O'REILLY AUTO PARTS	Shop Supplies - Construction Crew	06/07/2023	142410	41.99
OSBOURN, JOHN	Safety Boot Reimbursement	06/14/2023	142462	200.00
OSBOURN, JOHN	CA-United Water Conference Tour Mileage Reimbursement	06/28/2023	142531	155.89
P G & E	Power CC Water Tank 05/2023	6/30/2023	EFT	46.94
P G & E	Power District Wide 05/2023	6/30/2023	EFT	2,544.61
P G & E	Power JLTC 05/2023	6/30/2023	EFT	124.61
P G & E	Power OP HQ 05/2023	6/30/2023	EFT	34.59
P G & E	Power SA Shop 05/2023	6/30/2023	EFT	183.75
P G & E	Power SA Whse 05/2023	6/30/2023	EFT	397.08
P G & E	Power VS House 05/2023	6/30/2023	EFT	15.60
P G & E	Power Wallace Spray Fields 05/2023	6/30/2023	EFT	25.46
P G & E	Power Warmwood LS 05/2023	6/30/2023	EFT	21.53
P G & E	Power Woodgate LS 05/2023	6/30/2023	EFT	31.24
PACE SUPPLY CORP	Repair Parts - Utility Crew	06/07/2023	142411	11,192.28
PACE SUPPLY CORP	Repair Parts - Utility Crew	06/07/2023	142411	14,230.85
PACE SUPPLY CORP	Leak Repair Fittings - Utility Crew	06/14/2023	142463	5,552.18
PACE SUPPLY CORP	Materials for Forest Meadows UV Project (CIP 15106)	06/14/2023	142463	1,485.06
PACE SUPPLY CORP	Materials for Forest Meadows UV Project (CIP 15106)	06/14/2023	142463	9,770.58
PACE SUPPLY CORP	DI Filters - Corp Yard	06/28/2023	142532	2,615.54
PACE SUPPLY CORP	Fittings - FMWWTP	06/28/2023	142532	521.46
PACE SUPPLY CORP	Fittings - Utility	06/28/2023	142532	5,018.61



Vendor	Description	Date	Ref	Amount
PAYTECH INC	Payroll Processing 05/25-05/26	06/07/2023	142412	490.00
PAYTECH INC	Payroll Processing 06/12/23	06/21/2023	142482	42.00
PAYTECH INC	Payroll Processing Project 06/09/23	06/28/2023	142533	175.00
PETERSON BRUSTAD INC	Contract for Engineering Services for Tank B/Clearwell (CIP 11083-C0)	06/21/2023	142483	26,194.58
PETERSON BRUSTAD INC	Contract for Engineering Services for Zone B-C Transmission Pipe (CIP 11083-C0)	06/21/2023	142483	15,784.94
PETERSON BRUSTAD INC	Design Services for the Copper Cove Water System Phase 2 (CIP 11083-C0)	06/21/2023	142483	13,340.21
PETERSON BRUSTAD INC	Engineering and Design Services for the West Point Water 05/23 (CIP 11106)	06/21/2023	142483	4,155.38
PLUMMERBUILT INC	Construction Contract for Tenant Improvement Retention 06/23 (CIP 11101)	06/28/2023	142534	28,197.43
POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	06/07/2023	142414	624.16
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	06/07/2023	142414	1,988.84
POTRERO HILLS LANDFILL	Bio-Solids Disposal - DF VCTO	06/28/2023	142535	446.44
POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	06/28/2023	142535	766.05
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	06/28/2023	142535	1,367.87
PRICE, KEITH & JUDY	UB Refund 2854 Tahos Drive	06/28/2023	142536	89.61
Quadient Finance Inc	Postage 05/2023	6/30/2023	EFT	1,000.00
Quadient Finance Inc	Mail Equipment Lease 03/12-06/11/2023	6/30/2023	EFT	1,178.05
RATTERMAN, SCOTT	Travel 06/23	06/28/2023	142537	4.58
RATTERMAN, SCOTT	Washington DC Travel Reimbursement	06/28/2023	142537	771.76
REECE, CHRISTOPHER	Safety Boot Reimbursement	06/28/2023	142538	200.00
REXEL	Electrical Parts - Stock	06/07/2023	142415	2,277.93
REXEL	Electrical Parts - Stock	06/14/2023	142464	1,282.05
RICHARDS, KELLY	CSDA GM Summit Mileage Reimbursement	06/28/2023	142539	217.46
ROBERTS, CASEY	Safety Boot Reimbursement	06/28/2023	142540	191.98
SECADA, CINDY	ACWA Conference Reimbursement	06/21/2023	142484	1,368.21
SECADA, CINDY	Travel 06/23	06/28/2023	142541	50.70
SEIU LOCAL 1021	COPE 05/23	06/07/2023	142416	40.00
SEIU LOCAL 1021	Union Dues 05/23	06/07/2023	142416	2,725.00
SENDERS MARKET INC	Couplings - DF VCTO Culvert Repair	06/07/2023	142417	172.68
SENDERS MARKET INC	Drywall Anchors - OP HQ Shop	06/07/2023	142417	14.65
SENDERS MARKET INC	Extension Cords, Push Broom - LC Whse	06/07/2023	142417	183.37
SENDERS MARKET INC	Fasteners - LC Hwy 26 Pump Install	06/07/2023	142417	34.67
SENDERS MARKET INC	Keys - Collections Crew	06/07/2023	142417	24.24
SENDERS MARKET INC	Kneeling Mats - LC Whse	06/07/2023	142417	73.34
SENDERS MARKET INC	Materials & Supplies - Collections Crew	06/07/2023	142417	42.40
SENDERS MARKET INC	Materials & Supplies - SA Shop	06/07/2023	142417	15.43
SENDERS MARKET INC	Septic Tank Parts	06/07/2023	142417	1,339.50
SIGNAL SERVICE	Alarm Monitoring District Wide 07/1/23- 09/30/23	06/21/2023	142485	4,893.00
SPRINGBROOK HOLDING CO LLC	Finance, PM, FA 07/1/23 - 06/30/24	06/14/2023	142465	18,733.85
STAPLES CREDIT PLAN	Office Supplies 06/23	06/28/2023	142542	1,160.96
SUTTON ENTERPRISES	Flooring and Painting for District Corp Yard (CIP 11101)	06/21/2023	142486	12,468.24
SWRCB	Water Treatment T2 Renewal - Crank	06/28/2023	142544	60.00
SWRCB	WW Grade 3 Re- Exam Application - Anisko	06/28/2023	142543	230.00

Vendor	Description	Date	Ref	Amount
THE CAR DOCTOR	Oil, Lube, Filters, Tire Rotation - V 712	06/28/2023	142545	121.49
THOMAS, RUSS	Travel 06/23	06/28/2023	142546	117.90
TREATS GENERAL STORE INC	Materials & Supplies - SA Shop	06/07/2023	142419	146.79
TURNER, DOUGLAS	DMV Lic Renewal Reimbursement	06/07/2023	142420	53.00
U.S. BANK	AA Stud & Nut Wheel - V 723	06/28/2023	EFT	51.09
U.S. BANK	Adobe Credit	06/28/2023	EFT	(1,379.76)
U.S. BANK	Alhambra	06/28/2023	EFT	125.58
U.S. BANK	American Water College - Grade 3 Water Treatment Exam Prep	06/28/2023	EFT	299.99
U.S. BANK	Apple Storage	06/28/2023	EFT	0.99
U.S. BANK	BOD Meeting Refreshments	06/28/2023	EFT	123.93
U.S. BANK	Cal Tel	06/28/2023	EFT	1,488.82
U.S. BANK	Cal Waste	06/28/2023	EFT	1,724.82
U.S. BANK	Cal.Net	06/28/2023	EFT	62.04
U.S. BANK	CESSWI Exam Fee	06/28/2023	EFT	25.00
U.S. BANK	Chairs - New Warehouse	06/28/2023	EFT	119.85
U.S. BANK	Comcast	06/28/2023	EFT	724.96
U.S. BANK	Conifer - OP HQ Internet	06/28/2023	EFT	649.95
U.S. BANK	Cooling Fan - JLWTP	06/28/2023	EFT	148.71
U.S. BANK	CWEA Membership Renewal - Crumpacker	06/28/2023	EFT	297.00
U.S. BANK	CWEA Monterey Hotel - Gerkenmeyer	06/28/2023	EFT	1,128.33
U.S. BANK	D2 Test Sheets	06/28/2023	EFT	100.00
U.S. BANK	Drop Box	06/28/2023	EFT	199.00
U.S. BANK	Electrical Parts	06/28/2023	EFT	732.58
U.S. BANK	Excavation Safety Training - Crislip, Cyr, Heinle, Roberts	06/28/2023	EFT	647.60
U.S. BANK	Extension Cords	06/28/2023	EFT	45.00
U.S. BANK	Face Shield	06/28/2023	EFT	29.67
U.S. BANK	Fan - Engineering	06/28/2023	EFT	68.37
U.S. BANK	Fire Sprinkler Box - New Warehouse (CIP 11101)	06/28/2023	EFT	556.63
U.S. BANK	Flooring - Bathrooms New Warehouse (CIP 11101)	06/28/2023	EFT	2,175.02
U.S. BANK	Flooring - Mechanic/Purchaser Office New Warehouse (CIP 11101)	06/28/2023	EFT	2,903.77
U.S. BANK	Grease Gun Hose - FM	06/28/2023	EFT	44.92
U.S. BANK	H199 Calaveras Storage	06/28/2023	EFT	200.00
U.S. BANK	Heat Fitness Prevention Materials	06/28/2023	EFT	1,478.41
U.S. BANK	Help Skillshare.Com	06/28/2023	EFT	297.00
U.S. BANK	Hotel No Show Fee - Arnold	06/28/2023	EFT	289.70
U.S. BANK	Latches, Ear Phones	06/28/2023	EFT	91.65
U.S. BANK	Latches, Ear Phones	06/28/2023	EFT	268.11
U.S. BANK	Light Bar - Engineering	06/28/2023	EFT	164.96
U.S. BANK	Mail Chimp	06/28/2023	EFT	260.00
U.S. BANK	Misc It Supplies ( Fasteners, Cables, Speakers)	06/28/2023	EFT	2,314.98
U.S. BANK	Multiple Computer Licensing ( Adobe, IT Mngt, Microsoft)	06/28/2023	EFT	1,656.85
U.S. BANK	New Hire Brochures	06/28/2023	EFT	100.33

Vendor	Description	Date	Ref	Amount
U.S. BANK	Office Supplies	06/28/2023	EFT	1,411.71
U.S. BANK	OWP Small WW O & M Enrollment - Anisko	06/28/2023	EFT	145.55
U.S. BANK	OWP Small WW O & M Enrollment - Cardinal	06/28/2023	EFT	210.25
U.S. BANK	OWP Small WW O & M Enrollment Vol II - Anisko	06/28/2023	EFT	145.55
U.S. BANK	Plumbing Parts	06/28/2023	EFT	319.74
U.S. BANK	Portola Meal/Hotel Minkler	06/28/2023	EFT	1,378.12
U.S. BANK	Power Strip - New Warehouse	06/28/2023	EFT	18.43
U.S. BANK	Propane - Warehouse	06/28/2023	EFT	28.94
U.S. BANK	Pump - D-Tank VS	06/28/2023	EFT	1,532.80
U.S. BANK	QSP Annual Review - Gravette	06/28/2023	EFT	125.00
U.S. BANK	Regulator Rebuilt Kit	06/28/2023	EFT	238.00
U.S. BANK	Ring Central	06/28/2023	EFT	1,429.33
U.S. BANK	Safety Vest - Engineering	06/28/2023	EFT	17.23
U.S. BANK	Shelving - New Warehouse	06/28/2023	EFT	718.69
U.S. BANK	Solenoid Valve- FM	06/28/2023	EFT	82.49
U.S. BANK	Table - New Warehouse	06/28/2023	EFT	85.79
U.S. BANK	Tarps	06/28/2023	EFT	293.80
U.S. BANK	Terms of Service Notice Recording	06/28/2023	EFT	23.00
U.S. BANK	Project Management Training - Palmer	06/28/2023	EFT	1,098.00
U.S. BANK	Tree Removal	06/28/2023	EFT	517.00
U.S. BANK	UPUD	06/28/2023	EFT	225.37
U.S. BANK	Verizon	06/28/2023	EFT	3,251.06
U.S. BANK	Volcano	06/28/2023	EFT	2,291.37
U.S. BANK	Volcano Telephone	06/28/2023	EFT	594.43
U.S. BANK	Water Distribution Training - Turner	06/28/2023	EFT	500.00
U.S. BANK	Zip Ties	06/28/2023	EFT	14.90
UNDERHILL, BERTHA	Travel 06/23	06/28/2023	142547	93.01
UNION DEMOCRAT	Recruitment Ad HR Tech	06/21/2023	142487	619.50
UNITED PARCEL SERVICE	Shipping Week End 05/20 Acct#9X5040	06/07/2023	142421	10.00
UNITED PARCEL SERVICE	Shipping Week End 05/27 Acct#9X5040	06/07/2023	142421	38.19
UNITED PARCEL SERVICE	Shipping Week End 06/10 Acct#9X5040	06/21/2023	142488	10.00
UNITED PARCEL SERVICE	Acct#9X5040 Shipping Week End 06/03	06/28/2023	142548	10.00
UNITED PARCEL SERVICE	Acct#9X5040 Shipping Week End 06/17	06/28/2023	142548	10.00
US BANK CORP TRUST SVCS	Acct#276494000 Da Lee Cassidy	06/07/2023	142422	82.50
US BANK CORP TRUST SVCS	Acct#276494000 Fly In Acres	06/07/2023	142422	167.50
USA BLUE BOOK	Lab Supplies - CCWTP	06/07/2023	142423	1,450.47
USA BLUE BOOK	Lab Supplies - Hunters WTP	06/07/2023	142423	1,491.15
USA BLUE BOOK	Lab Supplies - Hunters WTP	06/07/2023	142423	420.42
USA BLUE BOOK	Lab Supplies - JLWTP	06/07/2023	142423	875.37
USA BLUE BOOK	Lab Supplies - WPWTP	06/07/2023	142423	508.48
VALIC	Def Comp 05/31/2023 Payroll	6/30/2023	EFT	1,311.22
VALIC	Def Comp 06/15/2023 Payroll	6/30/2023	EFT	1,311.22

Vendor	Description	Date	Ref	Amount
VALLEY SPRINGS NEWS	Public Notice Standby Fees 06/23	06/21/2023	142489	113.76
VALLEY SPRINGS NEWS	Legal Notice - Budget Adoption	06/28/2023	142549	58.50
VERIFIED FIRST, LLC	New Hire Background Investigation	06/07/2023	142424	104.44
VOYA	Def Comp 05/31/2023 Payroll	6/30/2023	EFT	1,920.15
VOYA	Def Comp 06/15/2023 Payroll	6/30/2023	EFT	1,720.15
WAGeworks	FSA Admin 04/23	06/07/2023	142425	230.00
WAGeworks	FSA Admin 06/23	06/28/2023	142498	230.00
WECO INDUSTRIES	Cylinder Replacement - V 736	06/14/2023	142466	443.52
WECO INDUSTRIES	GapVax Parts - V 736	06/14/2023	142466	73.96
WEST POINT LUMBER INC	Materials & Supplies - WP	06/07/2023	142426	36.64
Wex Bank	Fuel May 2023	6/30/2023	EFT	18,719.98
WILLDAN	AD 9S4 (Arnold) April - June 2023 Local Improvement	06/07/2023	142427	1,082.40
WILLDAN	AD Fly In Acres April - June 2023 Local Improvement	06/07/2023	142427	671.87
WILLDAN	RAD 2021 Da Lee Cassidy April - June 2023 Local Improvement	06/07/2023	142427	488.75
YOUNG'S COPPER ACE HARDWARE	Materials & Supplies - CC	06/07/2023	142428	123.90
<b>TOTAL JUNE DISBURSEMENTS:</b>				<b>1,858,101.20</b>

**RESOLUTION NO. 2023-**

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

**RATIFYING CLAIM SUMMARY NO. 616**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 616 at the Regular Meeting held on July 12, 2023; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 616 in the amount of \$2,482,427.78 or the month of June 2023.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of July 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Scott Ratterman, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

# Item 3d

# Agenda Item

DATE: July 12, 2023

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

RE: Approval of a New Cellular Antenna Site Lease at 7821 Sparrowk Rd.  
Valley Springs

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2023-\_\_\_\_ authorize the General Manager to execute a Lease Agreement with VB BTS II, LLC. for a monthly lease cellular tower lease

## **SUMMARY:**

The District was approached by representatives of VB BTS II, LLC, a Delaware limited liability company (aka Vertical Bridge) to use existing District property for a cellular tower site at 7821 Sparrowk Rd. Valley Springs.

District Counsel (Marc Centor of Downey Brand) with input from staff reviewed the attached draft Lease Agreement and worked with their representatives to come to agreeable terms.

## **FINANCIAL CONSIDERATIONS:**

The proposed Lease Agreement will include a base rental fee of \$2,000 per month with a 2 percent annual increase. The initial term of the lease is five years with the option to extend nine successive terms of five years.

*Attachments: Resolution No. 2023-\_\_ Approving the Lease Agreement  
Draft Lease Agreement*

**RESOLUTION NO. 2023-  
CALAVERAS COUNTY WATER DISTRICT  
LEASE AGREEMENT WITH  
VB BTS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
FOR A WIRELESS TOWER AT  
7821 SPARROWK RD APN 070-026-023**

**WHEREAS**, the CALAVERAS COUNTY WATER DISTRICT (CCWD) owns properties located in Valley Springs (APN 070-026-023) (7821 Sparrowk Rd.), and

**WHEREAS**, it is the desire of VB BTS II, LLC (aka Vertical Bridge) to erect and maintain telecommunication structures on the CCWD property site located at 7821 Sparrowk Rd.; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of CALAVERAS COUNTY WATER DISTRICT does hereby authorize the General Manager to execute a Lease Agreement with VB BTS II, LLC. with regard to building and maintenance of said telecommunication structures on CCWD properties per the terms and conditions set forth in the Lease Agreement attached hereto and made a part hereof.

**FURTHER RESOLVED** that the General Manager is authorized to negotiate, modify and execute said Agreement with a resulting document substantially similar in form and substance to that presented.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of July 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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

ATTEST:

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



**Landlord:**  
Calaveras County Water District  
120 Toma Ct  
San Andreas, Ca 95249-9335

**Tenant:**  
VB BTS II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Site #: US-CA-5479  
Site Name: Gabor Street

## OPTION AND LEASE AGREEMENT

**THIS OPTION AND LEASE AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between **Calaveras County Water District**, a California public utility corporation (“**Landlord**”), whose address is 120 Toma Ct, San Andreas, CA 95249-9335, and **VB BTS II, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

**WHEREAS**, Landlord owns certain real property located in the County of Calaveras, in the State of California, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

**WHEREAS**, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 40’ x 40’ (approximately 1,600 square feet) and to obtain easements for utilities and access, as applicable (the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Tenant’s Communications Facilities (defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

### 1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right, upon at least forty-eight (48) hours’ advance notice to Landlord, to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Premises, the environmental history of the Property, and the feasibility or suitability of the Premises for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Notwithstanding the foregoing, Tenant shall have no right to conduct any invasive or destructive Tests on the Property, including without limitation a Phase II environmental study, without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole and absolute discretion. Tenant, or any of its agents or consultants who desire to enter on to the Property, shall have in effect and maintain commercial general liability insurance, with limits not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate for personal injury, including bodily injury and death, and property damage, which insurance shall name Landlord as an additional insured and shall entitle Landlord to not less than twenty (20) days’ prior cancellation notice and shall be primary and

noncontributing with insurance carried by Landlord. Prior to any entry on the Property, Tenant shall deliver to Landlord a certificate of insurance evidencing such coverage carried by those entering the Property and naming Landlord as an additional insured. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of Tenant's mere discovery, without exacerbation, of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will promptly restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests or arising from Tenant's inspection of or entry upon the Property. This indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Five Hundred Dollars (\$1,500.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of twelve (12) months from the Effective Date (the "**Initial Option Period**") and may be renewed by Tenant for twelve (12) additional months (the "**Renewal Option Period**") upon written notification to Landlord and the payment of an additional One Thousand Five Hundred Dollars (\$1,500.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the "**Option Period.**"

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other, except for those obligations which expressly survive the expiration or earlier termination of this Agreement.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would materially diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

## **2. TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

## **3. RENT.**

(a) Beginning on the first (1<sup>st</sup>) day of the third (3<sup>rd</sup>) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of Two Thousand Dollars (\$2,000.00) ("**Rent**") at the address set forth above on or before the fifth (5<sup>th</sup>) day of each calendar

month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The Rent shall increase by two percent (2.0%) annually on each anniversary of the Rent Commencement Date.

(c) Beginning with the second (2<sup>nd</sup>) broadband carrier to sublease or license the Communications Facilities or a portion thereof, Tenant agrees to pay Landlord twenty percent (20%) of the second (2<sup>nd</sup>) and each subsequent additional broadband carrier's monthly sublease or license fee ("**Sublease Fee**") as additional Rent (individually, or together if applicable, a "**Revenue Share Fee**"), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional broadband carrier(s) commences payments to Tenant of such carrier's Sublease Fee under its respective sublease(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more broadband carriers. If at any time subsequent to the addition of a second (2<sup>nd</sup>) broadband carrier the number of broadband carriers is reduced to one (1) broadband carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord with respect to the amounts actually paid to Tenant by such broadband carrier(s) for their Sublease Fee(s). For purposes of this Agreement, Sublease Fee shall be all rent actually collected from any sublease that Tenant enters into with any subtenant or licensee including amendments and renewals thereof, but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to Tenant for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from subleasees or licenses to Tenant for services performed on behalf of such subleasees or licensees, including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting.

**4. TAXES.** Tenant shall pay any and all personal property taxes, fees and assessments assessed on, or any portion of such taxes attributable to, the Communications Facilities (defined below) located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

**5. USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are reasonably deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises

for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

Tenant shall, at its sole cost and expense, comply with all applicable federal, state or local acts, laws, statutes, ordinances, building codes, rules, regulations, requirements or permits, now in force, or which hereafter may be in force, or any order, judgment, consent or approval of any governmental authority having jurisdiction over Landlord, Tenant, the Premises or this Agreement, including without limitation any and all applicable Federal Communications Commission regulations (“**Applicable Law**”). Tenant shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Property in violation of any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials (“**Environmental Laws**”). For purposes of this Agreement, “**Hazardous Materials**” shall mean any contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Property. Tenant shall promptly, at Tenant’s sole cost and expense, take all investigatory and/or remedial action required by any governmental authorities having jurisdiction over all or any portion of the Premises for the cleanup of any Hazardous Materials thereon that were used, generated, stored, or disposed of on, under, about, or within the Premises in violation of any Environmental Laws by or for Tenant. Tenant shall prevent any liens from attaching to the Property or any part thereof.

**6. ACCESS AND UTILITIES.** During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day, in accordance with the terms of this Agreement. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, licensees, successors and assigns a nonexclusive easement throughout the Term (a) for ingress and egress to the Premises from a public right of way, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to Landlord’s rights to such easements and the terms and conditions herein set forth. Landlord agrees to reasonably cooperate, at no cost or liability to Landlord, with Tenant’s efforts to obtain the required access and utility easements to the Premises from a public right of way. Tenant shall be responsible for obtaining and bringing its own utilities to its facilities on the Premises. Tenant shall have its own electrical meter and shall pay the utility provider directly in connection with its usage. In the event Tenant cannot secure its own meter, Tenant may install a submeter provided Tenant pays all expenses for same, and Tenant pays directly to the utility provider for all usage servicing the Communications Facilities. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant’s request, and at no cost to Landlord, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant’s request, and Landlord shall obtain the consent and joinder of Landlord’s mortgagee to any such grant, if applicable.

**7. EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of the Communications Facilities and shall keep the Communications Facilities in good condition and in compliance with Applicable Law. Tenant agrees to perform all maintenance, repair or replacement of the Communications Equipment in accordance with Applicable Law and in a good and workmanlike manner. Tenant or its customers shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant shall remove its improvements, including the Communications Facilities, and personal property from the Premises, restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. The failure of the Tenant to remove, raze or demolish all Communications Facilities and restore the Premises as provided herein during the Removal Period shall be deemed an abandonment of such Communications Facilities to Landlord, and Landlord shall have the right, at its election, to keep such Communications Facilities and to charge Tenant for all reasonable costs and expenses incurred by Landlord to remove, raze or demolish the Communications Facilities or any part thereof and restore the surface of the Premises to the standard set forth above. This Section 7 shall survive the expiration or earlier termination of this Agreement.

**8. ASSIGNMENT AND SUBLEASE.** Tenant may transfer or assign this Agreement to Tenant’s lender, principal, affiliates, subsidiaries, subsidiaries of its principal, or to any entity which acquires all of or substantially all of Tenant’s assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord’s consent (a “**Permitted Assignment**”). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord’s written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder arising after the date of such assignment, provided that: (i) Tenant provides Landlord written notice of such assignment; (ii) the transferee expressly agrees in writing to assume all of Tenant’s obligations under this Agreement; and (iii) Tenant provides a copy of such assignment agreement to Landlord. Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. During the Option and the Term (if the Option is exercised by Tenant), Landlord may subdivide the Property provided such subdivision is not for the purpose of circumventing the Interference protections and Right of First Refusal rights of Tenant set forth in Sections 14 and 15, respectively, and such subdivision does not impair Tenant’s rights under this Agreement including, without limitation, Tenant’s use of the Premises.

Within thirty (30) days after any subtenant or licensee begins installation on the Communications Facilities, Tenant agrees to provide to Landlord copies of all subleases or licenses (except that master lease agreements such as Verizon, AT&T, Dish, and T-Mobile or other national broadband carriers may be redacted to conceal confidential information, trade secrets or information subject to a non-disclosure agreement so long as the terms of the such agreement applicable to the subleasing or licensing of space at

the Premises, including the duration (i.e., term) and the amounts payable, are not redacted) for any subtenant or licensee that is then located on, and operating, at the Premises.

## **9. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which are of record, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not knowingly do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall reasonably cooperate, at no cost or liability to Landlord, with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities for Tenant's use of the Premises. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facilities.

(d) To Landlord's actual knowledge, without duty of inquiry, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no unrecorded licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding unrecorded options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

**10. HOLD OVER TENANCY.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Agreement. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy in sufferance. In such event, Tenant shall continue to comply with the terms and conditions of this Agreement, except that the monthly Rent during such holdover term shall be equal to one hundred twenty five percent (125%) of the Rent paid for the last month of the immediately preceding term. Acceptance by Landlord of Rent during such hold over period shall not constitute a renewal of this Lease, and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

**11. INDEMNITIES.** Tenant agrees to indemnify, defend (with counsel reasonably satisfactory to Landlord) and hold harmless Landlord, its affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, “**Indemnified Persons**”) from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including without limitation reasonable attorneys’ fees and court costs) (collectively, “**Losses**”) caused by or arising out of (a) Tenant’s breach of any of its obligations, covenants, representations or warranties contained herein, (b) Tenant’s use of or conduct upon the Premises, (c) any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring on the Premises, or (d) Tenant’s acts or omissions upon the Property or with regard to this Agreement; provided, however, in no event shall Tenant indemnify Landlord for any such Losses to the extent arising from the gross negligence or willful misconduct of Landlord. Tenant shall indemnify, defend and hold harmless Landlord from and against any mechanic’s liens or liens of contractors and sub-contractors engaged by or through Tenant. The indemnity obligations in this section shall survive the expiration or earlier termination of this Agreement.

**12. WAIVERS.**

(a) Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

**13. INSURANCE.** During the Option Period and the Term, Tenant shall at a minimum maintain, at Tenant’s sole cost and expense, the following insurance coverage: (i) commercial general liability insurance, including bodily injury, property damage, products, completed operations and contractual liability covering Tenant’s operations and activities at the Premises, in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (ii) workers’ compensation insurance with no less than the minimum limits required by Applicable Law; and (iii) and commercial property insurance providing coverage, at a minimum, for “special forms” perils on all of Tenant’s Communications Facilities and personal property with full replacement cost coverage. Tenant’s commercial general liability coverage shall include an extended liability endorsement providing contractual liability coverage (which shall include coverage for Tenant’s indemnification obligations in this Agreement to the extent the same may be covered by insurance) and shall contain a severability of interest clause or a cross liability endorsement. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be issued as primary policies and not contributing with or in excess of coverage that Landlord may carry, be with responsible insurance companies, authorized to do business in the State where the Premises are located and shall provide for cancellation only upon thirty (30) days’ prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, on or before the Commencement Date and from time to time upon Landlord’s request, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks. From time to time throughout the Term, Landlord may reasonably require Tenant to increase its insurance limits.

**14. INTERFERENCE.** During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property that is within a one-half mile radius of the lease area depicted in Exhibit 2 that is fee

owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would grant rights to a third party or third parties to install any structures or equipment which block or otherwise measurably interfere with any transmission or reception by Tenant's Communications Facilities. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord that is within a one-half mile radius of the lease area depicted in Exhibit 2, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

**15. RIGHT OF FIRST REFUSAL.** In the event Landlord receives an offer to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below) during the Option Period or Term, Landlord shall offer Tenant a right of first refusal to purchase the ROFR property on the same terms as such offer. For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within fifteen (15) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: the closing date shall be no sooner than forty five (45) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement containing substantially similar terms as the Offer. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the fifteen (15) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are materially modified between Landlord and the Third Party Competitor, such Offer shall be deemed to have lapsed.

**16. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

**17. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government



shutdowns, quarantines, and/or other disease control measures and any other cause not within the reasonable control of Landlord or Tenant, as the case may be; provided, however, the provisions of this Section shall not apply to nor operate to excuse Tenant from the timely payment of Rent or any other payments required under this Agreement.

**18. CONDEMNATION.** Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall this Agreement be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

**19. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice, except with regard to the nonpayment of Rent by Tenant, which shall constitute a default if not remedied within five (5) business days after written notice from Landlord. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party. In addition to the above, in the event that Tenant fails to pay Rent within ten (10) days of the date it is due, Tenant shall pay Landlord a late fee equal to five percent (5%) of the past due amount.

**20. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

**21. ATTORNEYS' FEES.** If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, experts' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal or enforcement action in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

**22. ADDITIONAL TERMINATION RIGHT.** If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to Landlord.

**23. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises and the subject matter hereof, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a “**Landlord Mortgage**”), Landlord, within fifteen (15) days following Tenant’s request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an “**SNDA**”) in recordable form, in a form reasonably approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord’s interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

**25. LENDER’S RIGHTS.**

(a) Subject to Section 20, Landlord agrees to recognize the leases/licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord’s best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/licensee’s right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant’s interest in this Agreement and/or leasehold estate of the Premises and all of Tenant’s personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to be uncured unless such notice is also given to Lender and, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional fifteen (15) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant’s interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a “**Tenant Mortgage**”) Tenant’s interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in

Section 29 hereof. The term “**Lender**” as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

## **26. RIGHT TO NEW LEASE.**

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor’s rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender made twenty (20) business days after Lender’s receipt of notice of the termination of this Agreement, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys’ fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

## **27. ADDITIONAL PROVISIONS.**

(a) The parties hereto agree that (i) after the Commencement Date, Tenant shall be in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant’s possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Sections 25 and 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement. The aforesaid agreement of Landlord to enter into a new lease with

Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Sections 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within thirty (30) business days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

**28. QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure periods, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

**29. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**  
Calaveras County Water District  
Attn: Michael Minkler,  
General Manager  
120 Toma Ct  
San Andreas, CA 95249-9335

**If to Tenant:**  
VB BTS II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Ref: US-CA-5479  
Attn: VP Asset Management

**If to Lender:**  
Barclays Bank PLC,  
as Administrative Agent  
745 Seventh Avenue, 5th Floor  
New York, NY 10019  
Attn: Karen Ngai

With a copy to: General Counsel

**30. MISCELLANEOUS.**

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.
- (f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises and the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.
- (g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto.
- (i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease or Memorandum of Lease.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

**LANDLORD:**

**Calaveras County Water District**  
a California public utility corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**(Tenant signature page to Option and Lease Agreement)**

**TENANT:**

**VB BTS II, LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1

### Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

Lot 1501 of Rancho Calaveras Units No. 4 and 5, Tract No. 173, as shown on the official map thereof, filed for record June 19, 1967 in Book 2 of Maps, Calaveras County Records.

EXCEPTION THEREFROM that portion conveyed to Calaveras County Water District, in Deed recorded June 25, 1970 in Book 299 Official Records, Page 277, Calaveras County Records.



## EXHIBIT 2

### Premises

(If the below is a Site Sketch, then it may be replaced with a final survey and legal description of the Premises)



1.14.2021

**EXHIBIT 3**

Memorandum of Option to Lease

(Attached)

---

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

VB BTS II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site #: US-CA-5479**

**Site Name: Gabor Street**

**Commitment Number: VTB-146991-C**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **Calaveras County Water District**, a California public utility corporation ("**Landlord**"), whose address is 120 Toma Ct, San Andreas, CA 95249-9335, and **VB BTS II, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487, dated \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of twelve (12) months from the Effective Date and may be renewed by Tenant for an additional twelve (12) months period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

1.14.2021

3. Landlord may subdivide the Property subject to the terms set forth in the Lease; and

4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

5. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES  
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

**WITNESSES:**

**LANDLORD:**

**Calaveras County Water District**  
a California public utility corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_ (insert name and title of the officer) personally appeared \_\_\_\_\_  
\_\_\_\_\_ (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

**VB BTS II, LLC**

a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, by \_\_\_\_\_ (name of signatory), \_\_\_\_\_  
(title of signatory) of VB BTS II, LLC, a Delaware limited liability company, on behalf of the company.  
He/she is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Lot 1501 of Rancho Calaveras Units No. 4 and 5, Tract No. 173, as shown on the official map thereof, filed for record June 19, 1967 in Book 2 of Maps, Calaveras County Records.

EXCEPTION THEREFROM that portion conveyed to Calaveras County Water District, in Deed recorded June 25, 1970 in Book 299 Official Records, Page 277, Calaveras County Records.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

**EXHIBIT 4**

Memorandum of Lease

(Attached)



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(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

VB BTS II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site #: US-CA-5479**

**Site Name: Gabor Street**

**Commitment Number: VTB-146991-C**

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **Calaveras County Water District**, a California public utility corporation ("**Landlord**"), whose address is 120 Toma Ct, San Andreas, CA 95249-9335, and **VB BTS II, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487, dated \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is \_\_\_\_\_. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may subdivide the Property subject to the terms set forth in the Lease.

9. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES  
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**WITNESSES:**

**LANDLORD:**

**Calaveras County Water District**  
a California public utility corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_ (insert name and title of the officer) personally appeared \_\_\_\_\_  
\_\_\_\_\_ (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

**VB BTS II, LLC**

a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, by \_\_\_\_\_ (name of signatory), \_\_\_\_\_  
(title of signatory) of VB BTS II, LLC, a Delaware limited liability company, on behalf of the company.  
He/she is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Lot 1501 of Rancho Calaveras Units No. 4 and 5, Tract No. 173, as shown on the official map thereof, filed for record June 19, 1967 in Book 2 of Maps, Calaveras County Records.

EXCEPTION THEREFROM that portion conveyed to Calaveras County Water District, in Deed recorded June 25, 1970 in Book 299 Official Records, Page 277, Calaveras County Records.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

# Item 3e

# Agenda Item

DATE: July 12, 2023

TO: Board of Directors

FROM: Michael Minkler, General Manager

SUBJECT: Candidate Support for ACWA Board President and Vice President

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopt Resolution No. 2023-\_\_\_\_ supporting Cathy Green of the Orange County Water District as candidate for ACWA Board President for the 2024-2025 term.

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopt Resolution No. 2023-\_\_\_\_ supporting Ernesto A. Avila of the Contra Costa County Water District as candidate for ACWA Board Vice President for the 2024-2025 term.

## SUMMARY:

The Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President. Candidates to be considered for the ACWA Board positions will be interviewed by the Nominating Committee. The candidates will be voted on by the general membership at the Fall Conference beginning November 29<sup>th</sup>.

Two candidates being considered for ACWA's President and Vice President positions have requested support from CCWD with their nominations. Cathy Green of the Orange County Water District and current ACWA Vice President is a candidate for ACWA's position of President, and Ernesto A. Avila of the Contra Costa County Water District for the position of ACWA Vice President. Both positions are for a two-year term, 2024 and 2025. Staff recommends adopting resolutions of support for these candidates for President and Vice President of ACWA.

## FINANCIAL CONSIDERATIONS:

None.

*Attachments: Background information and Proposed Resolution of Support for Cathy Green  
Background information and Proposed Resolution of Support for Ernesto Avila*

**RESOLUTION NO. 2023-**

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

**IN SUPPORT OF THE NOMINATION OF CATHY GREEN AS A CANDIDATE FOR  
THE POSITION OF ASSOCIATION OF CALIFORNIA WATER AGENCIES  
PRESIDENT**

**WHEREAS**, the Association of California Water Agencies (ACWA) is seeking nominations of candidates for the 2023 election of the Association's statewide positions of President and Vice President; and,

**WHEREAS**, an official nominating resolution from an ACWA member agency on whose board the nominee serves must accompany all nominations for the positions of President and Vice President; and,

**WHEREAS**, eligible candidates must be an elected or appointed member of the governing body or commission of a member agency of the Association; and,

**WHEREAS**, the ACWA Election Committee will present an open ballot with all qualifying candidates to the members for a vote by written ballot; and,

**WHEREAS**, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and,

**WHEREAS**, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

**WHEREAS**, Cathy Green has served as ACWA Vice President since 2021 and on the ACWA board since 2014, and she has served on the ACWA Board Executive Committee since 2020; and,

**WHEREAS**, as ACWA Vice President since 2021, Cathy Green would like to run as President of ACWA to continue the momentum she has built on key initiatives she is leading, including advocating for state accountability on water policy issues, spearheading the ACWA Council of Past Presidents to mentor new ACWA members, and an internal human resources initiative to support ACWA staff; and,

**WHEREAS**, Cathy Green has served as ACWA Region 10 Chair and Vice Chair; and,

**WHEREAS**, Cathy Green has served on the ACWA Water Quality Committee, ACWA Energy Committee, and ACWA State Legislative Committee; and,



**WHEREAS**, Cathy Green has served in a leadership role at Orange County Water District (OCWD). She was appointed to the OCWD Board of Directors in November 2010 and was elected to office in 2012 and re-elected in 2016 and 2020. She was selected by the Board to serve as its President in 2014-16, and 2022 through present. She also served as 1st Vice President from 2013-14 and 2018-22; and,

**WHEREAS**, Cathy Green currently serves as the Chair of the OCWD Executive Committee and the OCWD Joint Planning Committee; and,

**WHEREAS**, prior to Cathy Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Cathy Green has been involved as a council liaison and committee member on many city boards, commissions, and committees; and,

**WHEREAS**, it is the opinion of the GOVERNING BODY of the Calaveras County Water District that Cathy Green possesses all of the qualities needed to fulfill the duties of the office of ACWA President; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the CALAVERAS COUNTY WATER DISTRICT does hereby support the nomination of Cathy Green as a candidate for the office of ACWA President.

**PASSED AND ADOPTED** this 12th day of July 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Scott Ratterman, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



## COMMITMENT · EXPERIENCE · LEADERSHIP

### ACWA BOARD MEMBER

- ACWA Vice President (2022-current)
- Executive Committee (2020-current)
- Region 10 Chair (2018-2019)
- Region 10 Vice Chair (2016-2017, 2020-2021)
- Region 10 Board Member (2012-2021)

### ACWA COMMITTEES

- Water Quality Committee (2012-current)
- Energy Committee (2019-current)
- State Legislative Committee (2012-2015)

### ORANGE COUNTY WATER DISTRICT

- President (2015-2016, 2022-current)
- 1<sup>st</sup> Vice President (2013, 2014, 2019-2022)
- Director (2010-current)
- Joint Planning Committee: Chair
- Labor Ad Hoc Committee: Chair
- Communications/Legislative Liaison Committee: Vice Chair

### CIVIC AND PROFESSIONAL EXPERIENCE

- Santa Ana River Flood Protection Agency: Chair
- CalDesal: Director
- City of Huntington Beach Mayor (2003, 2009)
- Councilwoman (2002-2010)
- Registered Nurse
- Law degree

*My vision for ACWA is to embrace its motto -- Bringing Water Together -- which, for me, is about unifying ACWA members and working collaboratively with diverse stakeholders to find smart solutions to the challenges we are now facing.*

**RESOLUTION NO. 2023-**

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

**IN SUPPORT OF THE NOMINATION OF CONTRA COSTA COUNTY WATER  
DISTRICT PRESIDENT ERNESTO A. AVILA  
AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT**

**WHEREAS**, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA statewide positions of President and Vice President; and

**WHEREAS**, eligible candidates must be an elected or appointed member of the governing body or commission of a member agency of the Association; and

**WHEREAS**, an official nominating resolution from the Association member agency on whose board the nominee serves must accompany all nominations for the position of President and Vice President; and

**WHEREAS**, each nomination must include a statement of qualifications or resume highlighting the candidate's qualifications for the position, such as active involvement in ACWA task forces, region boards, committees, or the like; and

**WHEREAS**, the Election Committee will present an open ballot with all qualifying candidates to the members for a vote by written ballot; and

**WHEREAS**, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

**WHEREAS**, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

**WHEREAS**, Ernesto A. Avila has served in a leadership role as a member of the Contra Costa Water District (CCWD) Board of Directors since 2016, was selected to serve as President of the CCWD Board in May 2022 and is the CCWD Director appointed to the Los Vaqueros Reservoir Joint Powers Authority; and

**WHEREAS**, Mr. Avila has served as a Professional Civil Engineer, Construction Manager with CH2M Hill, Associate Engineer with East Bay Municipal Water District, Director of Engineering at CCWD, General Manager of Monterey Peninsula Water Management District and is currently Principal /Vice-President of Avila and Associates

Consulting Engineers, Inc. He also served as Executive Director for the California Urban Water Agencies and Program Director of the Multi-State Salinity Coalition; and

**WHEREAS**, Mr. Avila currently participates on several ACWA Committees, including the Executive, Local Government (Chair) and Federal Affairs Committees. He is also an ACWA Region 5 Board member and actively participates in the following ACWA work groups: Property Tax, Paving Standards, Housing Densification, Foundation Steering and Foundation Fundraising; and

**WHEREAS**, Mr. Avila further serves his community by volunteering for many citizen-based committees/organizations including the East Bay Leadership Council (Board member), Walnut Creek Transportation Commission (Vice-Chair), the Concord Planning Commission and Design Review Board, the John Muir/Mount Diablo Community Health Fund Board of Directors (Treasurer), the Knights of Columbus Scholarship Chair, and the St. Francis of Assis School Board President.

**NOW, THEREFORE, BE IT RESOLVED** that it is the opinion of the Board of Directors of the Calaveras County Water District that Ernesto A. Avila possesses all the qualities needed to fulfill the duties of the office of ACWA Vice President and hereby supports his nomination.

**PASSED AND ADOPTED** this 12th day of July 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

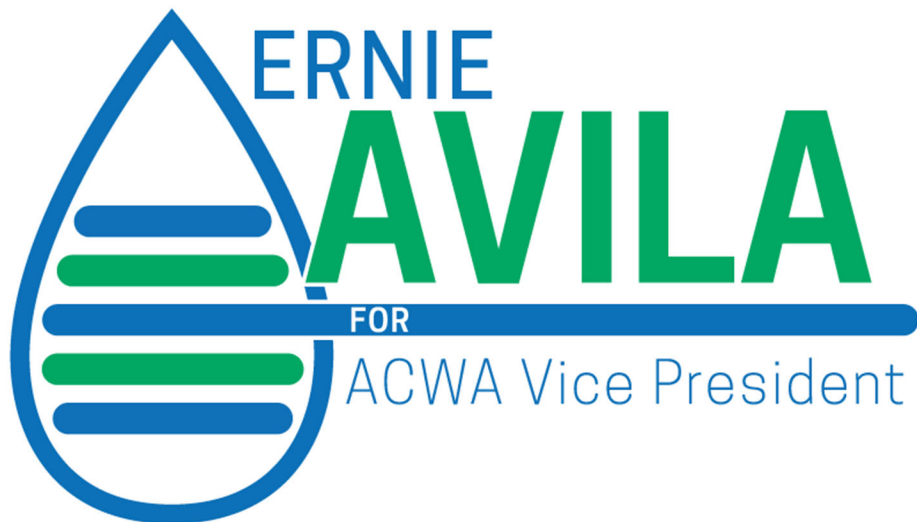
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Scott Ratterman, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



“The Association of California Water Agencies (ACWA) truly represents the nexus of knowledge and leadership in water for California. We are emerging from difficult times on many fronts, notably a multi-year drought and we need to lock into strategies to keep water in the public eye with ACWA and member agencies as the trusted sources of information. With over 40 years of experience in the water world, I am dedicated to continuing ACWA’s leading role on state-wide water issues, including the protection of water rights. United between all water users, we can inform the needed investments state-wide in storage, groundwater recharge, conveyance, desalination, recycling, reuse and conservation to strengthen our water systems for future generations.” – Ernesto (Ernie) Avila, P.E.

## ACWA BOARD MEMBER

- Executive Committee of the ACWA Board of Directors
- ACWA Board of Directors
- ACWA Region 5 Board of Directors
- ACWA Foundation Steering Committee

## ACWA COMMITTEES

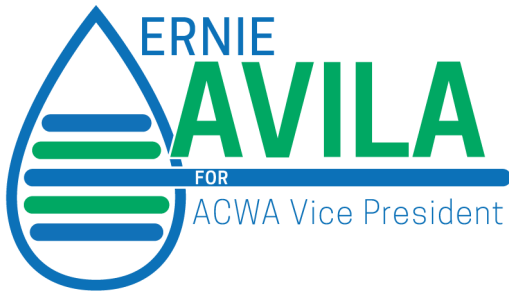
- Local Government Committee, Chair
  - Property Tax Working Group
  - Housing Densification Working Group
  - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Fundraising Working Group

## CONTRA COSTA WATER DISTRICT

- Contra Costa Water District, Board President
- Operations & Engineering, Committee Chair
- East Bay Leadership Council, Director
- Los Vaqueros Reservoir Joint Powers Authority, Director

## PROFESSIONAL EXPERIENCE

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- Monterey Peninsula Water Management District, General Manager
- Director of Engineering, Contra Costa Water District
- Northern California Salinity Coalition, Executive Director
- California Urban Water Agencies, Executive Director



## Ernesto (Ernie) Avila, PE Board President Contra Costa Water District

### Recent ACWA and Regional Water Coalition Experience

**Association of CA Water Agencies (ACWA).** I have had the pleasure of supporting ACWA over twenty years at the regional and state level. My recent ACWA experience has included serving on ACWA's:

- Executive Committee of the ACWA Board of Directors
- Board of Directors
- Region 5 Board
- Local Government Committee (Chair)
  - Property Tax Working Group
  - Housing Densification Working Group
  - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Steering Committee
  - Foundation Fundraising Working Group



As part of these efforts, I led ACWA's assessment of potential water industry impacts associated with Sacramento-based housing initiatives including Auxiliary Dwelling Units, Commercial Properties and Transit Center Hubs and led a workshop to consider potential ACWA next steps associated with these new initiatives and their related changes to water agency fees and charges. I led the ACWA Region 5 session on *Safe Drinking Water Issues Affecting Disadvantaged Communities*, and helped with the development of the *ACWA New Water System Approval Fact Sheet*. I also participated in the ACWA Foundation Steering Committee including several related Ad Hoc committees and contributed to Federal Affairs Committee work groups associated with the Water Infrastructure Finance and Innovation Act (WIFIA) .

**Multi-State Salinity Coalition (MSSC).** For over 20 years, I have served as Program Director and Board member of MSSC which consists over 30+ water agencies from New Mexico, northern and southern California, Nevada, Colorado, Arizona and Texas. The MSSC mission is to promote advancements in technologies for desalination, reuse, salinity control strategies (watersheds and agriculture), water/energy efficiencies and related policies that will assist communities in meeting their water needs. I also helped to establish relationships regarding salinity management and desalination with water agencies in Australia, Mexico and Israel. In February 2023, the MSSC awarded me with the **MSSC "Salt of the Earth" National Award** for outstanding commitment, leadership, vision and dedication to our water industry.

**Contra Costa Water District (CCWD).** As President of CCWD, I helped to form the coalition of eight northern California water agencies that make up the Los Vaqueros Reservoir Joint Powers Authority (LVJPA). Once completed, the expanded reservoir will improve the Bay Area's regional water supply reliability and water quality while protecting Delta fisheries and providing additional Delta ecosystem benefits. I currently serve as the CCWD Director to the LVJPA.

**California Urban Water Agencies (CUWA).** As Executive Director, I led CUWA's effort in the development of Department of Water Resources (DWR) Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use as part of the Water Conservation Act of 2009 (Senate Bill X7-7) with our southern and northern California water agency members. I also made certain that CUWA's finances and practices were sound and transparent.

**Northern California Salinity Coalition.** As Executive Director, I led a coalition of ten San Francisco Bay Area water agencies in crafting grant application strategies and DWR outreach that would demonstrate the value of supporting watershed management, brackish desalination and groundwater project associated with salinity management. Working with the Coalition agencies, we secured the largest Proposition 50 grant funding for our region.

### Professional Work Experience (40 years)

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- General Manager, Monterey Peninsula Water Management District
- Director of Engineering, Contra Costa Water District
- Associate Engineer, East Bay Municipal Water District
- Construction Manager, CH2M Hill
- Professional Civil Engineer (California – C41727)

### Community Service Experience

- Contra Costa Water District, President of the Board
- John Muir Community Health Fund Board of Directors (Treasurer)
- Association of California Engineering Companies – Chair of the Healthcare Trust (non-profit)
- Knights of Columbus, Scholarship Chair
- St. Francis of Assisi School Board, President
- City of Concord, CA – Planning Commission, Chair
- City of Concord, CA – Design Review Board
- City of Walnut Creek, CA – Transportation Commission, Vice-Chair

### Education and Related Credentials

- B.S. – Civil Engineering, Santa Clara University
- M.B.A. – St. Mary's College of California
- Professional Civil Engineer (California – C41727)
- California Farm Bureau Member

# Item 4a



# Agenda Item

DATE: July 12, 2023

TO: Michael Minkler, General Manager

FROM: Jeffrey Meyer, Director of Administrative Services

SUBJECT: Discussion/Action Regarding Proposed Water and Wastewater Rates and Setting Proposition 218 Public Hearing

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ by Minute Entry Directing Staff to Proceed with Implementation of the Recommended Rate Design and Set a Proposition 218 Hearing for September 13 at 1:00 p.m.

## **SUMMARY:**

The District's current water and wastewater five-year rate plan was adopted on May 23, 2018, and runs through July 15, 2023. It is recommended practice that the District's rate plan be reviewed at a minimum every five years to determine the adequacy of the existing rates to support the District's operating and capital programs. The District engaged the services of IB Consulting, Inc. to perform a Cost of Service and Financial Analysis Study for the water and wastewater utilities.

Habib Isaac, Principal and Managing Partner of IB Consulting, presented an overview of the Cost of Service and Financial Analysis study to the Board on October 12, 2022 - a sort of a Rate Study 101. He reviewed the objectives of a Cost-of-Service study, as well as the steps and processes required during the rate study process. He also discussed Proposition 218 and the impact recent court cases have had on rate design.

Mr. Isaac presented the preliminary water and wastewater five-year financial analysis models to the Finance Committee on April 28 and to the Board on May 3. The Board provided feedback and staff worked with the consultants to address their questions, with a particular focus on strategies to reduce the year one revenue shortfall.

The updated financial models were presented to the Board on May 24 along with a discussion of the District's debt service coverage requirements and other key factors behind the year one revenue shortfall. The Board agreed in concept with the financial models and directed staff to conduct a rate workshop, including proposed rate designs, on July 12. If the Board agrees with the proposed rate designs staff will begin the Proposition 218 noticing process and schedule a Proposition 218 Public Hearing for September 13, 2023.

Staff and CCWD Directors have engaged with public organizations on many occasions over the last several months to inform the public of the upcoming cost of service study and rate design. Staff have also used traditional media and social media sources to provide informational updates about the process. Once the Board provides direction to move ahead with the proposed rate design, staff will send a formal Prop. 218 notice to every property owner and will continue public outreach efforts to inform the public of the process and the impacts of the rate design on District customers. This will include, among many other efforts, a series of community meetings on August 17-19 in conjunction with the District's rate consultant.

As indicated throughout the District's strategic plan, this process is driven by fiscal responsibility and a commitment to transparency. The recommended rate design includes significant rate increases that are necessary to maintain the District's fiscal health and keep up with rising costs and the replacement of aging infrastructure. District staff, many being CCWD ratepayers, have made exhaustive efforts to keep costs as low as possible. The District does not take rate increases lightly and we understand the impact they have on District customers. The District also understands its generational responsibility to provide for the communities we serve, and it is with that responsibility in mind that staff recommend approval of the proposed rate design.

**FINANCIAL CONSIDERATIONS:**

None at this time.

# Calaveras County Water District

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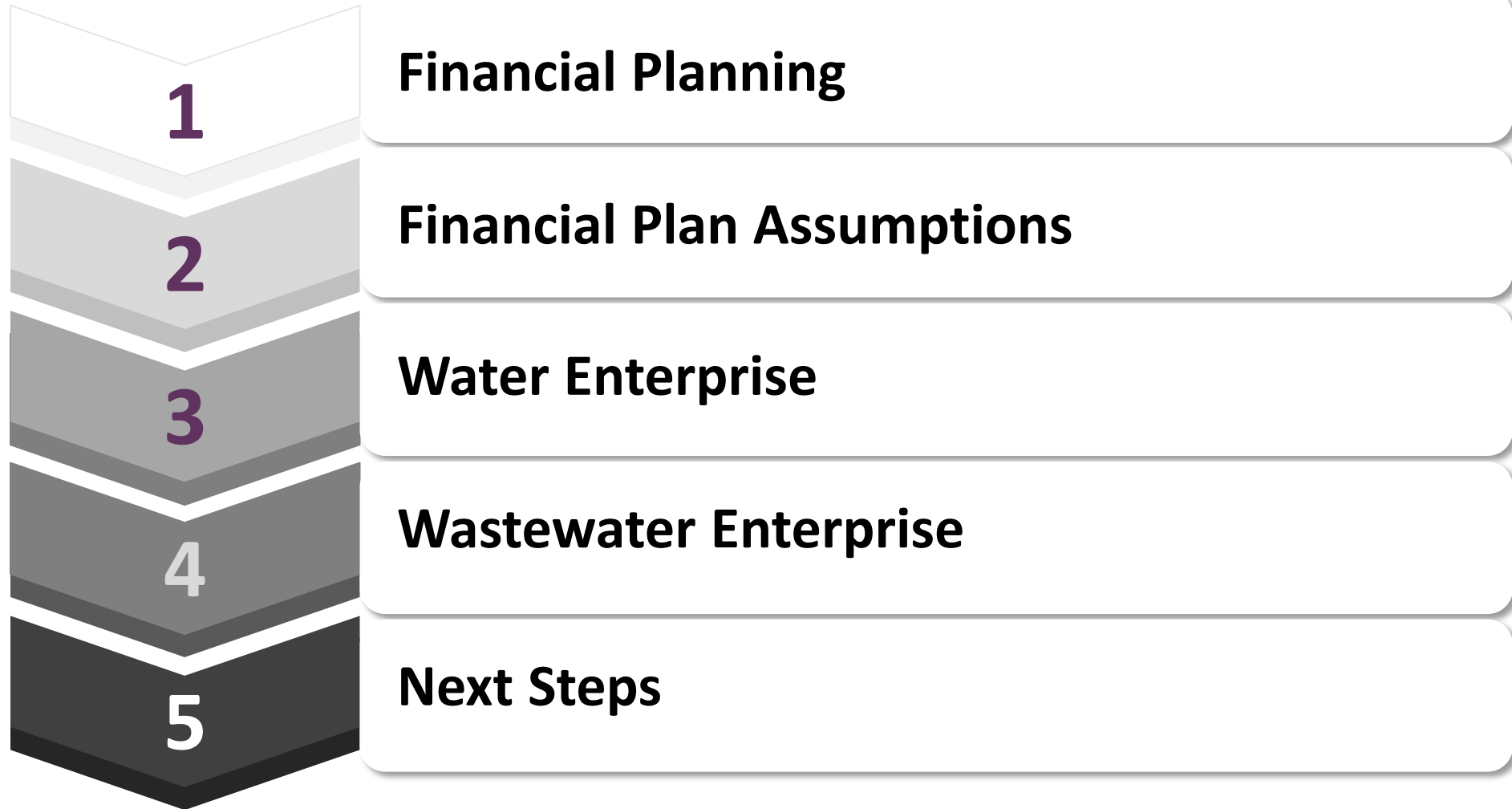
*Rate Workshop*

**July 12, 2023**



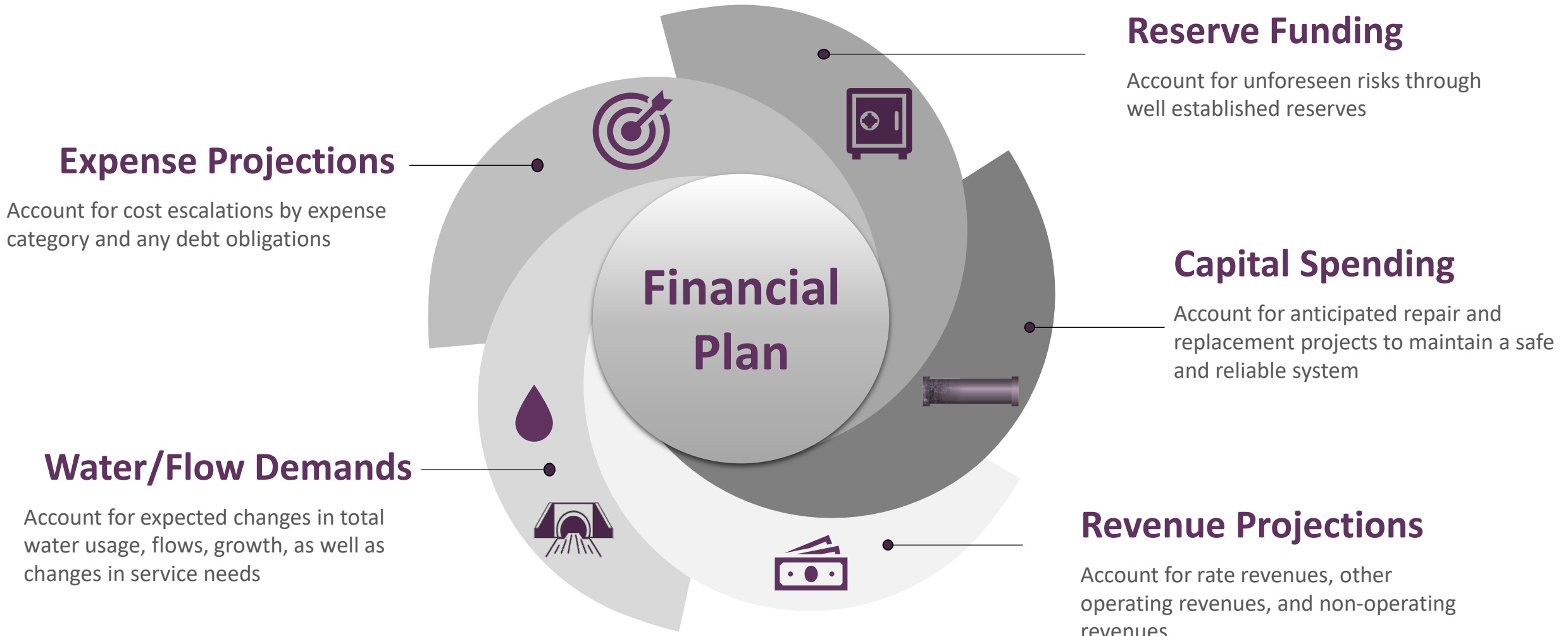
# Financial Plan Workshop

## Agenda



# Financial Plan Summary

## Factors Impacting the Financial Plan



# Key Assumptions

## Water and Wastewater

### Inflation

FY 2024  
CPI set at 5.6%  
Capital set at 7.2%



### Capital Spending

Funding Depreciation  
Water - \$11M+/yr  
WW - \$7.1M+/yr



### Growth

0% for Financial Plan  
Not relying on growth



### New Debt

Water – \$16.5M  
WW – \$6M



### Utility Demands

3,739 AF in Sales  
5,446 EDUs



### Reserves

Maintain / Satisfy  
Reserve Requirements



# Water Enterprise

**Long-Term Financial Plan**



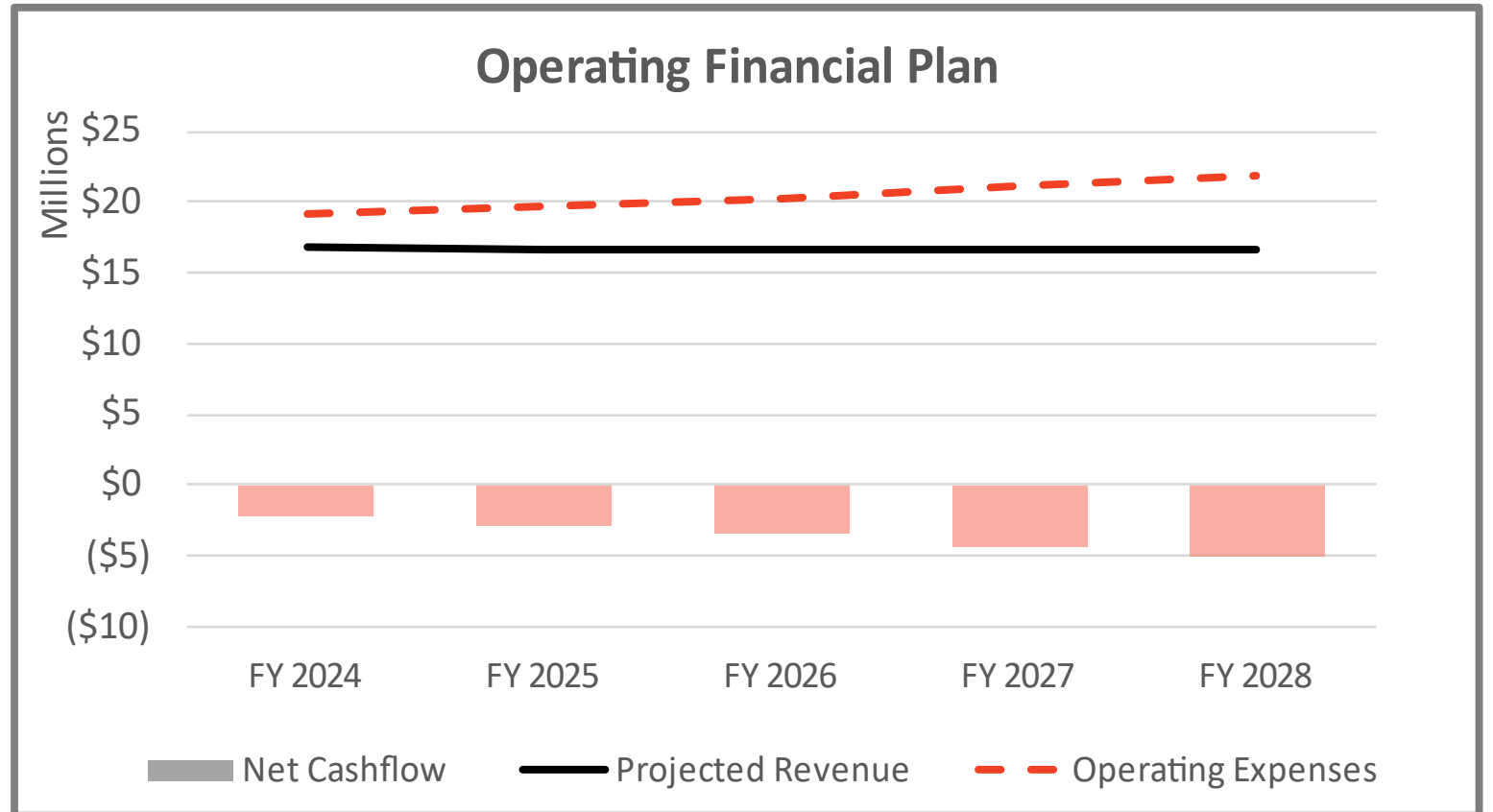
Calaveras County  
Water District

# Current Financial Position

## At Existing Rates

### Financial Plan Metrics

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



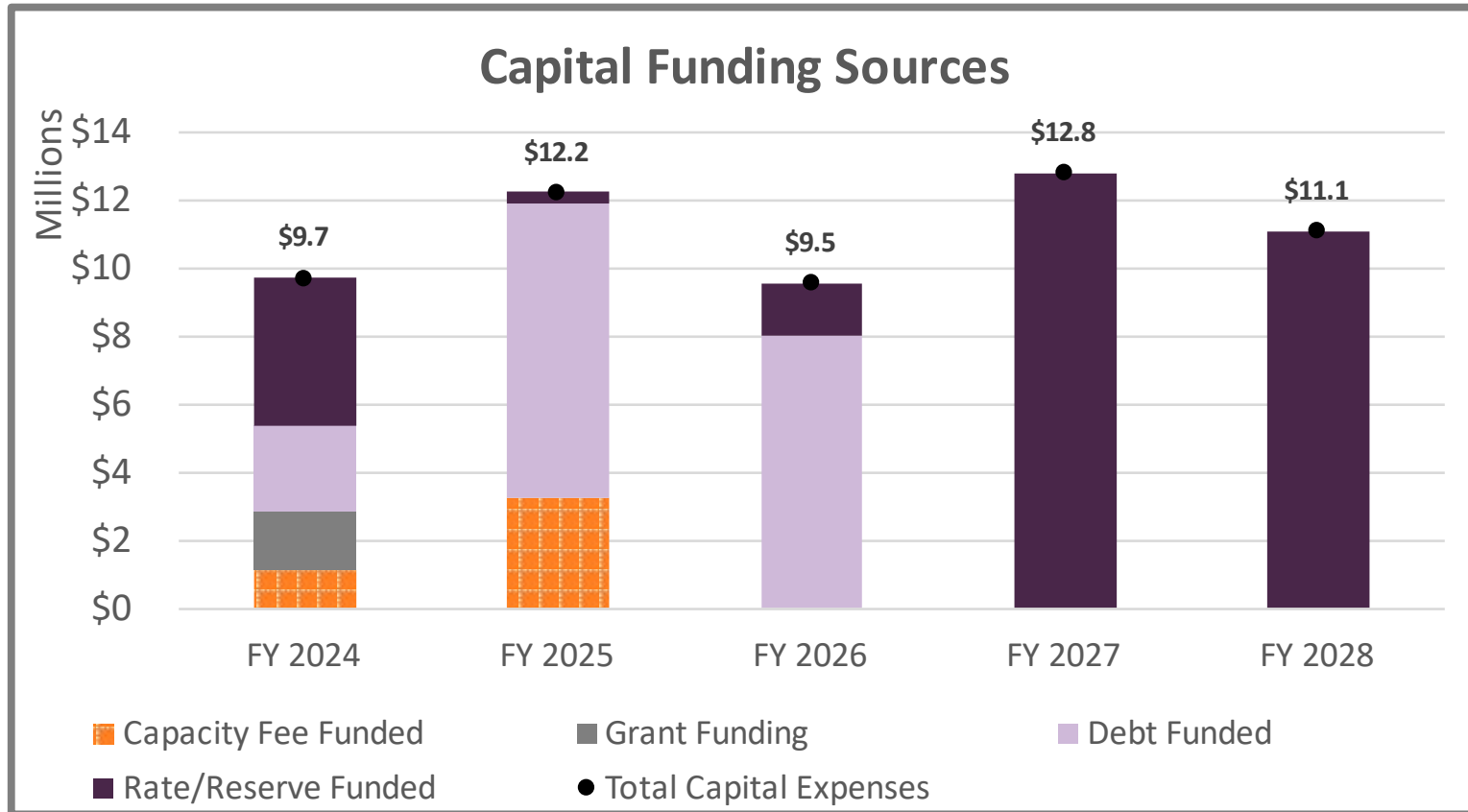


# Current Financial Position

## At Existing Rates

### Financial Plan Metrics

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

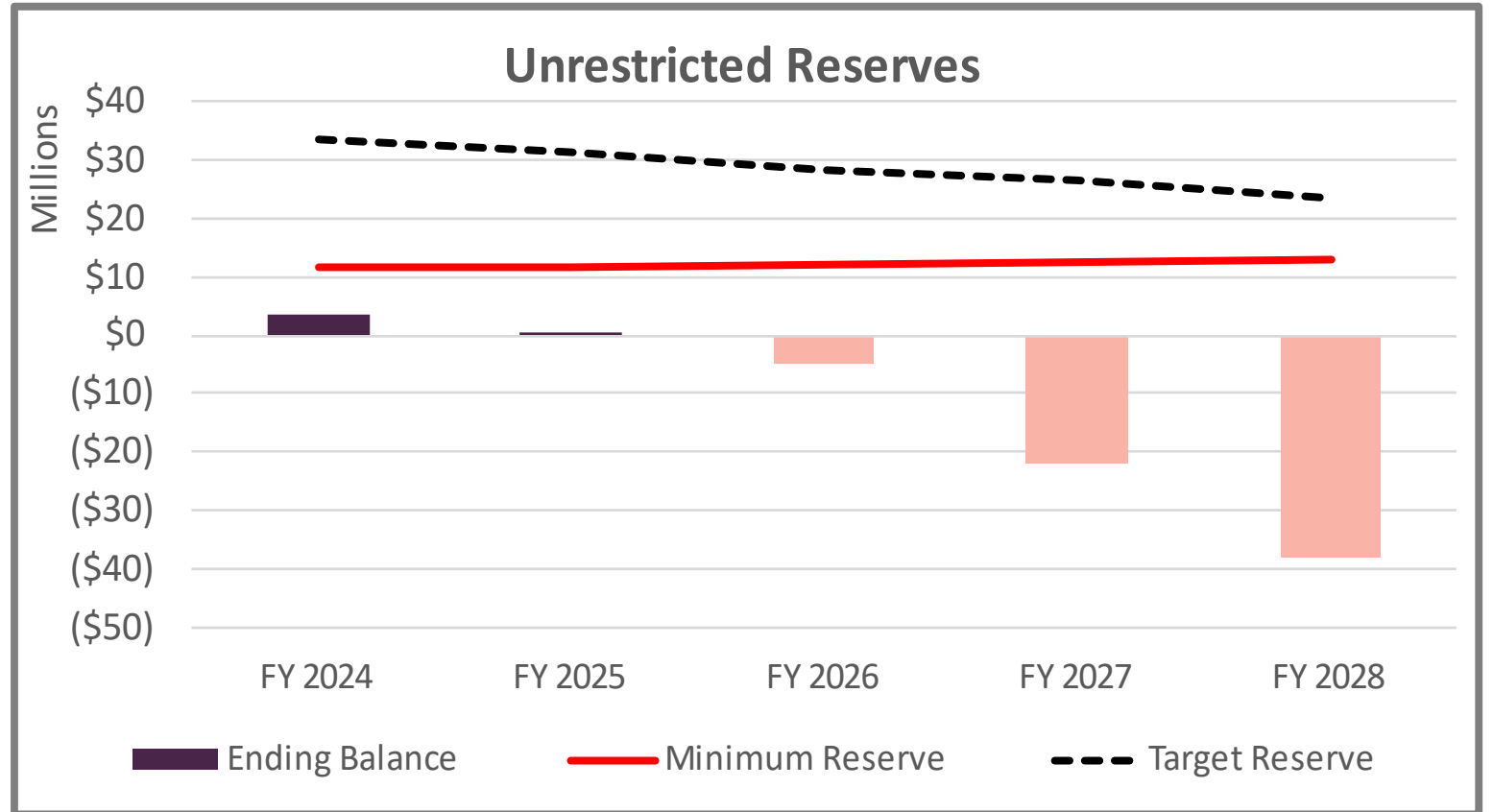


# Current Financial Position

## At Existing Rates

### Financial Plan Metrics

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



# Financial Position

## Water at Current Rates

### Results From Review

- Requires revenue increases each year
  - Eliminate ongoing operating deficit over the planning period
  - Reserves are below minimum requirements
    - ❖ Operating Reserve = 90 days of O&M
    - ❖ Capital Reserve = Annual depreciation
    - ❖ Rate Stabilization Reserve = 10% of operating revenues
    - ❖ Emergency Reserve = 3% of asset value
    - ❖ Total Minimum Requirement = \$11.7M
  - Replenish and maintain healthy reserves

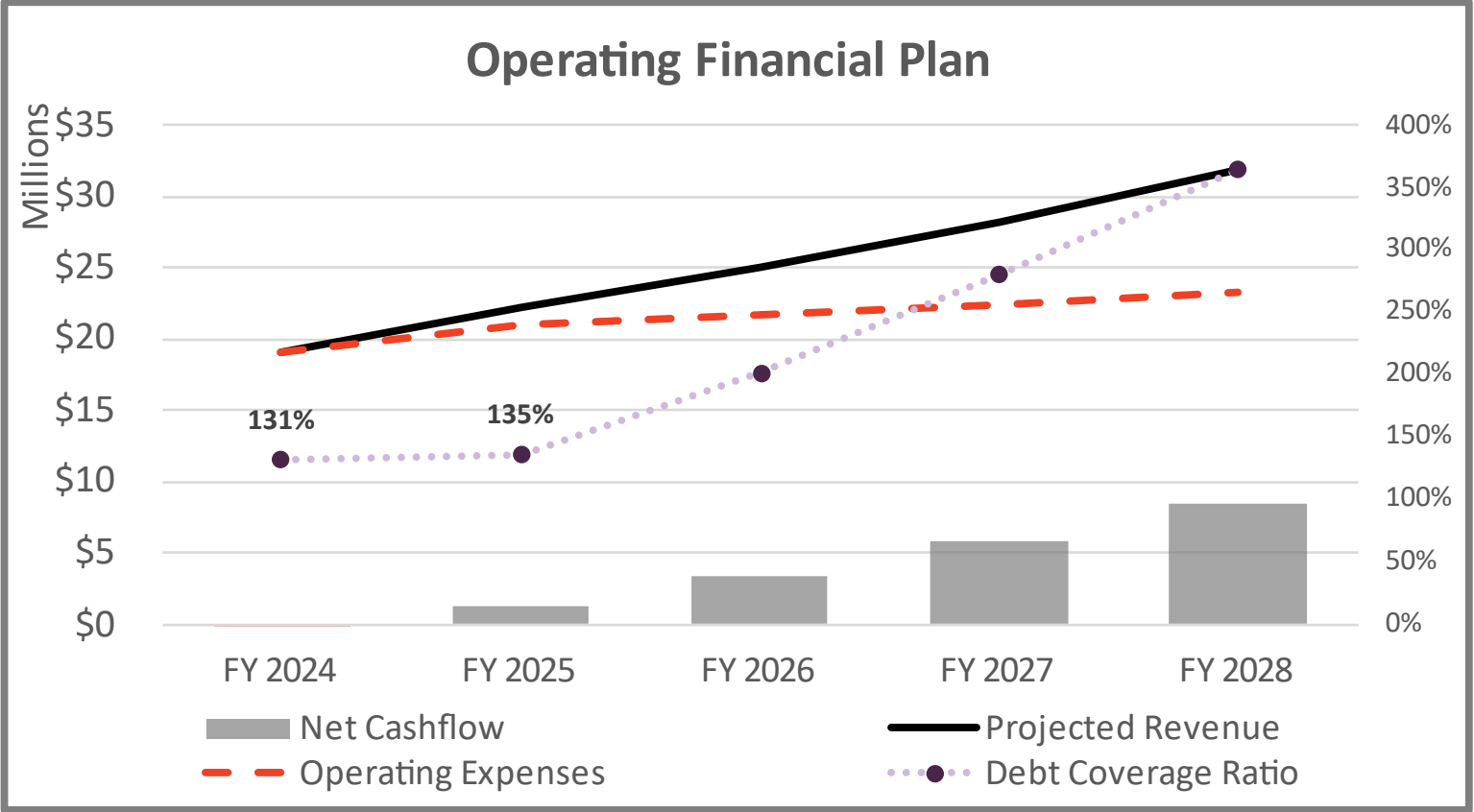
# Final Proposed Water Financial Plan

**FY 2024 – FY 2028**

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

## Financial Plan Key Components

- Satisfy Debt Coverage of 125%
  - Uses Rate Stabilization Reserve to buydown debt
  - \$520k to principal buydown
  - FY 2024 coverage at 131%
- Generate positive net income
- Capital Improvement Plan
  - Adjusted project timing over 5 years
  - Proposed Debt issue in FY 2025
    - \$16.5M to cover capital spending



# Final Proposed Water Financial Plan

**FY 2024 – FY 2028**

## Financial Plan Key Components

### ➤ Satisfy Debt Coverage of 125%

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

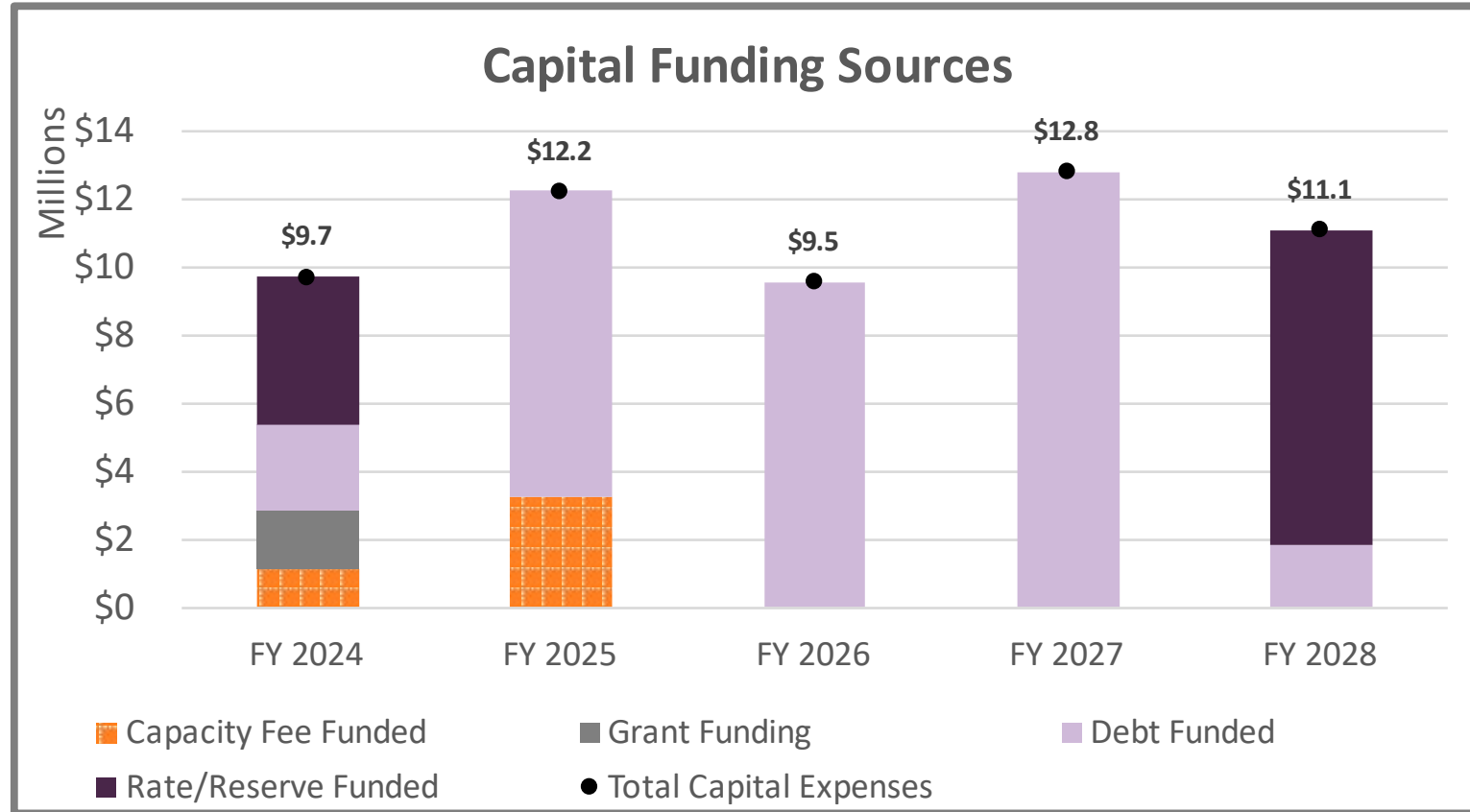
### ➤ Generate positive net income

### ➤ Capital Improvement Plan

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

Revenue Adjustments:

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



# Final Proposed Water Financial Plan

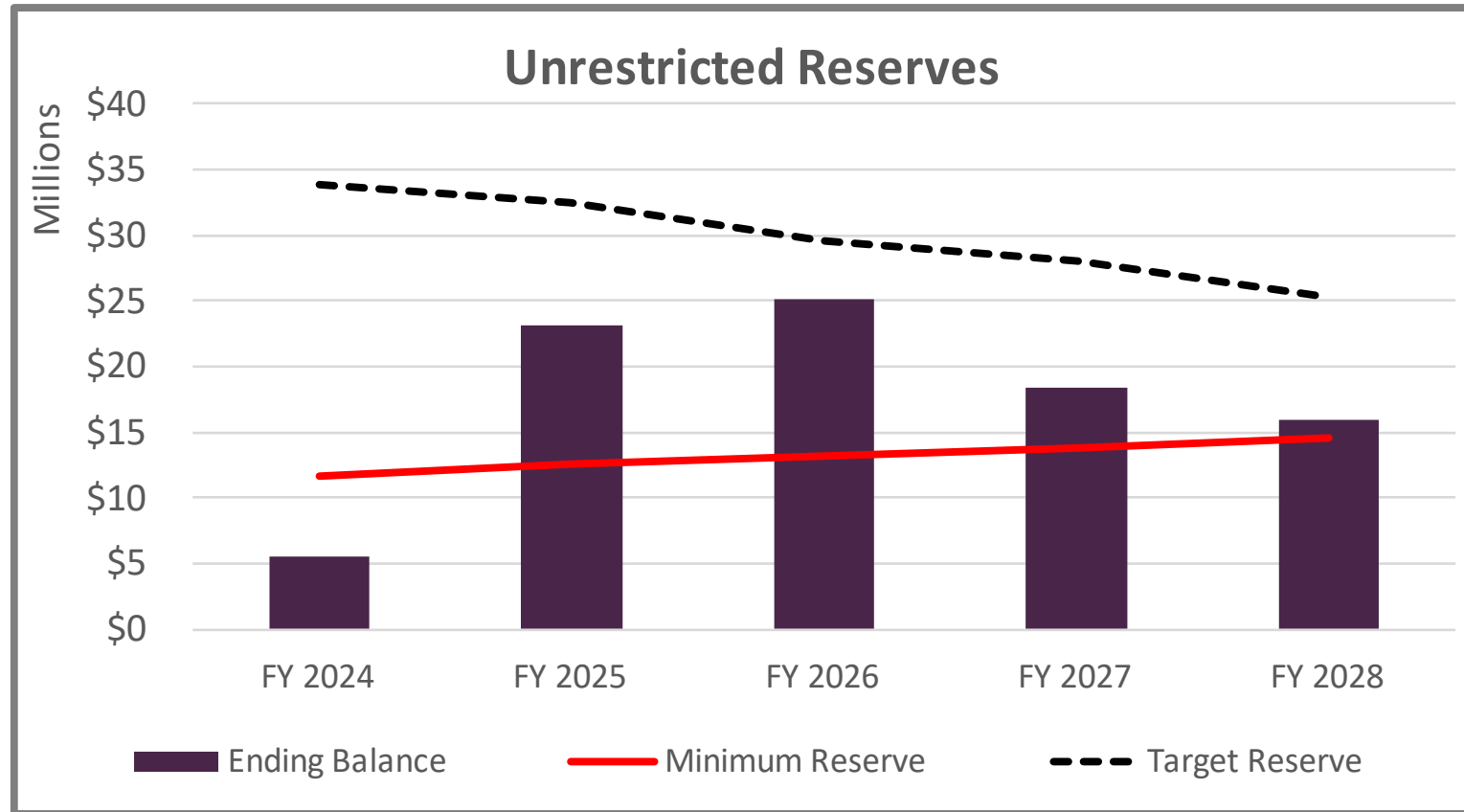
**FY 2024 – FY 2028**

## Financial Plan Key Components

- Satisfy Debt Coverage of 125%
  - Uses Rate Stabilization Reserve to buydown debt
  - \$520k to principal buydown
  - FY 2024 coverage at 131%
- Generate positive net income
- Capital Improvement Plan
  - Adjusted project timing over 5 years
  - Proposed Debt issue in FY 2025
    - \$16.5M to cover capital spending

Revenue Adjustments:

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



# Water Enterprise

**Cost-of-Service and Proposed Rates**



Calaveras County  
Water District

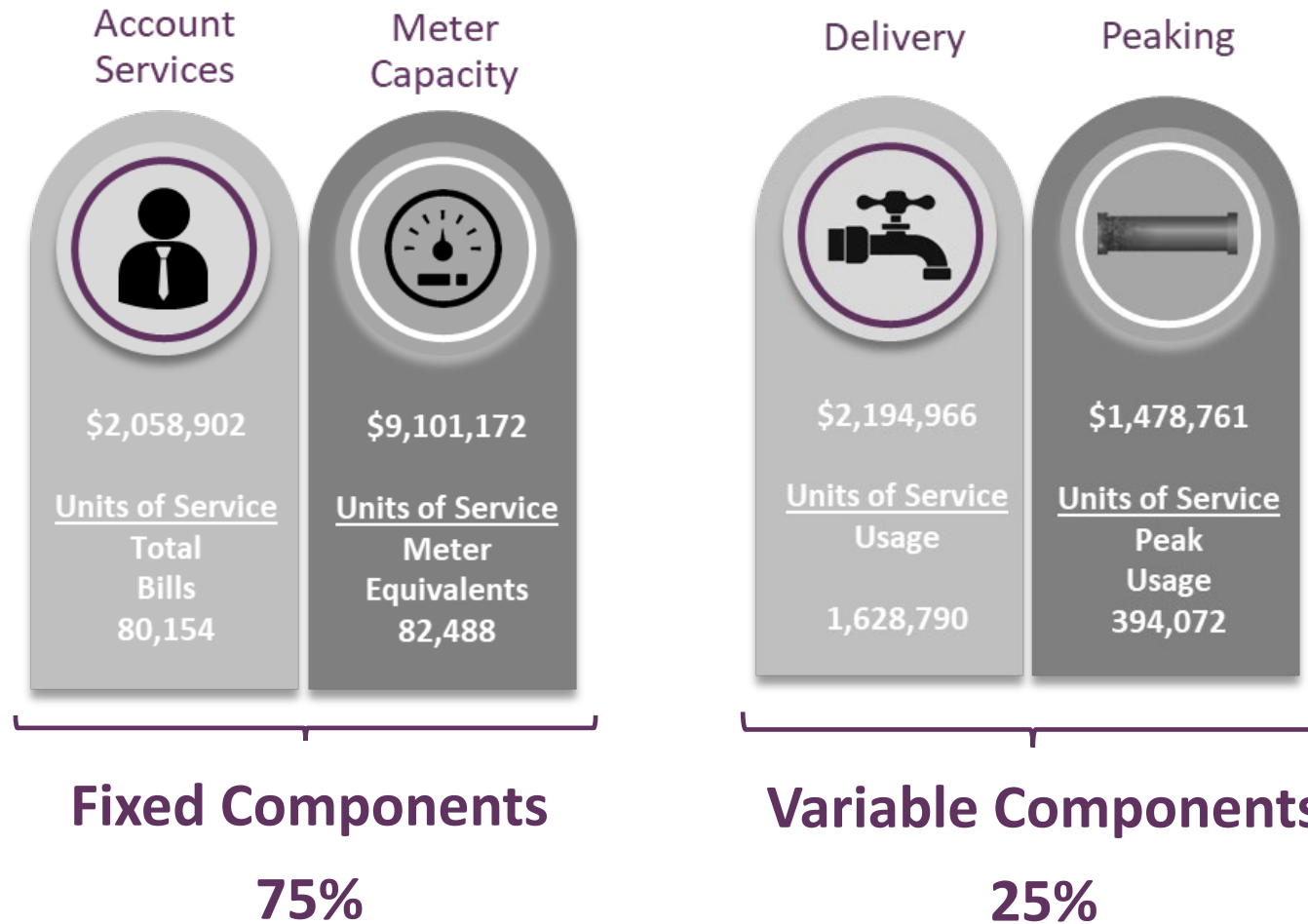
# Water Revenue Requirements

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Revenue Requirements</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
<b>Operating Expenses</b>					
Non-Departmental (50)	\$1,069,000	\$1,118,000	\$1,169,000	\$1,223,000	\$1,279,000
Utility Services (54)	\$8,290,000	\$8,624,000	\$8,999,000	\$9,443,000	\$9,855,000
Utility Services (54) - Power & Chemicals	\$1,978,000	\$2,077,000	\$2,180,000	\$2,289,000	\$2,404,000
General Management (56)	\$1,008,000	\$1,055,000	\$1,103,000	\$1,155,000	\$1,208,000
Board of Directors (57)	\$134,000	\$143,000	\$148,000	\$153,000	\$158,000
Engineering/Technical Services (58)	\$1,223,000	\$1,279,000	\$1,338,000	\$1,399,000	\$1,463,000
Administrative Services (59)	\$1,551,000	\$1,482,000	\$1,548,000	\$1,616,000	\$1,688,000
Water Resources (60)	\$1,713,000	\$1,781,000	\$1,851,000	\$1,925,000	\$2,002,000
<b>Total Operating Expenses</b>	<b>\$16,966,000</b>	<b>\$17,559,000</b>	<b>\$18,336,000</b>	<b>\$19,203,000</b>	<b>\$20,057,000</b>
<b>Debt Service</b>					
Series 2016 Water Revenue Bonds	\$101,144	\$101,134	\$101,099	\$101,138	\$101,051
Series 2019 Taxable Revenue Refunding Loan	\$322,031	\$314,513	\$306,994	\$298,806	\$290,640
Series 2021 Water Revenue COP	\$172,703	\$173,145	\$172,553	\$172,943	\$173,298
2022 Water CIP Loan	\$1,316,542	\$1,317,227	\$1,317,236	\$1,316,569	\$1,317,226
2020 VacCon Loan (VacCon Truck #1)	\$91,306	\$22,826	\$0	\$0	\$0
2020 VacCon Loan (VacCon Truck #2)	\$90,472	\$90,479	\$45,236	\$0	\$0
SEWD (New Hogan)	\$55,751	\$55,752	\$0	\$0	\$0
New/Proposed Debt	\$0	\$1,351,023	\$1,351,023	\$1,351,023	\$1,351,023
<b>Total Debt Service</b>	<b>\$2,149,949</b>	<b>\$3,426,099</b>	<b>\$3,294,141</b>	<b>\$3,240,479</b>	<b>\$3,233,238</b>
<b>Other Funding</b>					
<i>Revenue Offsets</i>					
Operating Revenues	(\$383,000)	(\$383,000)	(\$383,000)	(\$383,000)	(\$383,000)
Other Revenues	(\$4,329,000)	(\$4,293,000)	(\$4,301,000)	(\$4,330,000)	(\$4,351,000)
<b>Subtotal Revenue Offsets</b>	<b>(\$4,712,000)</b>	<b>(\$4,676,000)</b>	<b>(\$4,684,000)</b>	<b>(\$4,713,000)</b>	<b>(\$4,734,000)</b>
<i>Adjustments</i>					
Reserve Funding	(\$15,949)	\$1,192,901	\$3,355,859	\$5,819,521	\$8,525,762
Adjustment for Mid-Year Increase	\$445,800	\$0	\$0	\$0	\$0
<b>Subtotal Adjustments</b>	<b>\$429,851</b>	<b>\$1,192,901</b>	<b>\$3,355,859</b>	<b>\$5,819,521</b>	<b>\$8,525,762</b>
<b>Total Other Funding</b>	<b>(\$4,282,149.00)</b>	<b>(\$3,483,099)</b>	<b>(\$1,328,141)</b>	<b>\$1,106,521</b>	<b>\$3,791,762</b>
<b>Revenue Requirement from Rates</b>	<b>\$14,833,800</b>	<b>\$17,502,000</b>	<b>\$20,302,000</b>	<b>\$23,550,000</b>	<b>\$27,082,000</b>



# FY 2024 Cost-of-Service: Rate Components

## Fixed and Variable



# FY 2024 Proposed Fixed Charges

## Bi-Monthly Fixed Charge Components

Meter Size	Capacity Ratio	Meters	Account Services	Meter Capacity	FY 2024 Proposed Bi-Monthly Base Fixed Charge
5/8"	1.00	13,231	\$25.69	\$110.34	\$136.03
3/4"	1.50	3	\$25.69	\$165.51	\$191.20
1"	2.50	79	\$25.69	\$275.85	\$301.54
1 1/2"	5.00	23	\$25.69	\$551.70	\$577.39
2"	8.00	21	\$25.69	\$882.72	\$908.41
3"	16.00	2	\$25.69	\$1,765.44	\$1,791.13

# Proposed Five-Year Fixed Charge Schedule

**FY 2024 – FY 2028**

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

# FY 2024 Proposed Variable Rates

## Variable Rate Components

Customer Class & Tier	Tier Definitions (HCF)	Delivery	Peaking	FY 2024 Proposed Variable Rate
Residential				
Tier 1	0 - 15	\$1.35	\$0.72	\$2.07
Tier 2	16 - 30	\$1.35	\$0.90	\$2.25
Tier 3	>30	\$1.35	\$1.14	\$2.49
Non-Residential	Uniform	\$1.35	\$0.94	\$2.29
Irrigation	Uniform	\$1.35	\$0.92	\$2.27

### Basis for Tier Allotments:

- Tier 1 = Winter Average
- Tier 2 = Summer Average
- Tier 3 captures all usage in excess of the summer average
- Tier 4 eliminated

\*1 HCF = 748.05 gallons

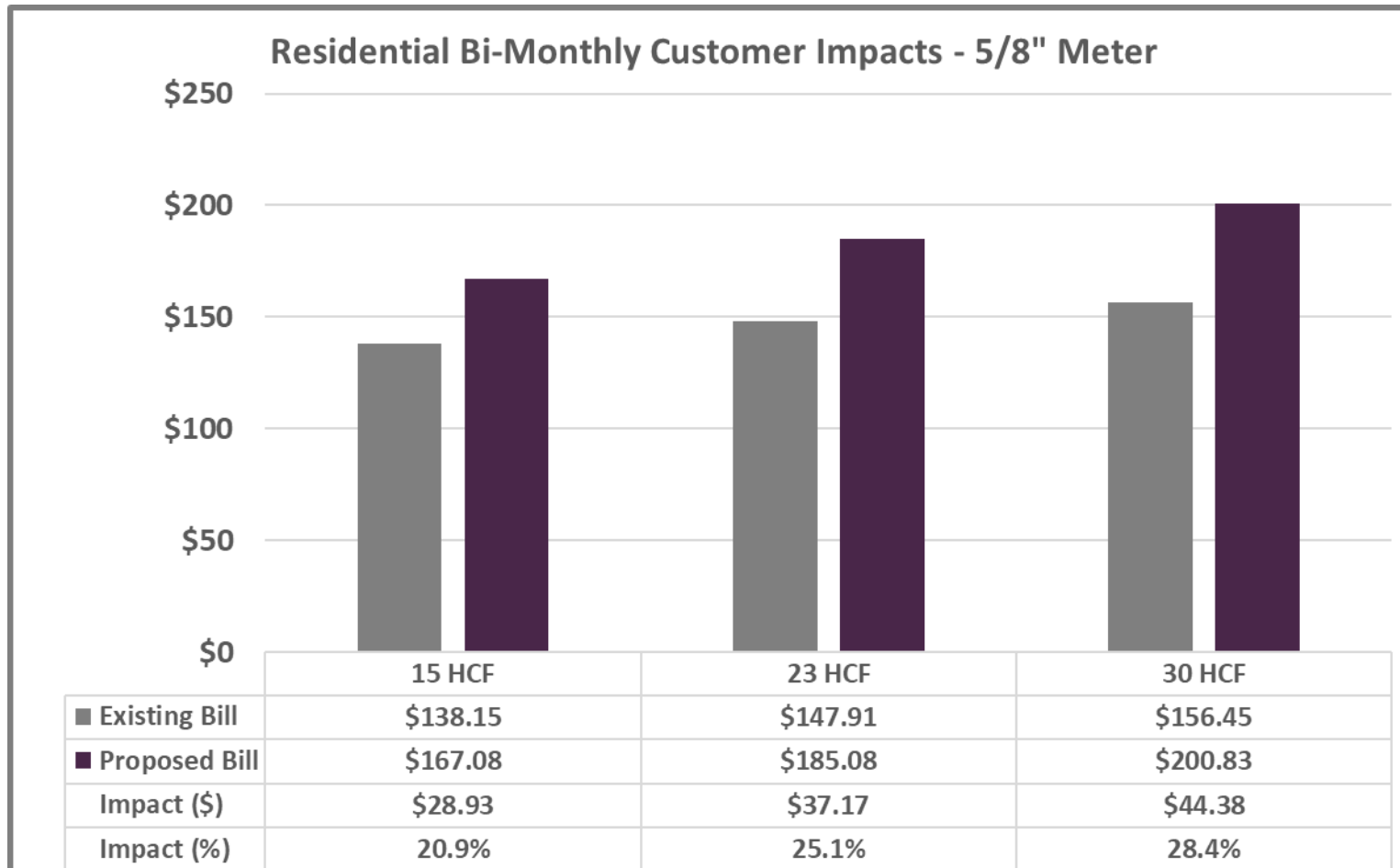
# Proposed Five-Year Variable Rate Schedule

**FY 2024 – FY 2028**

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

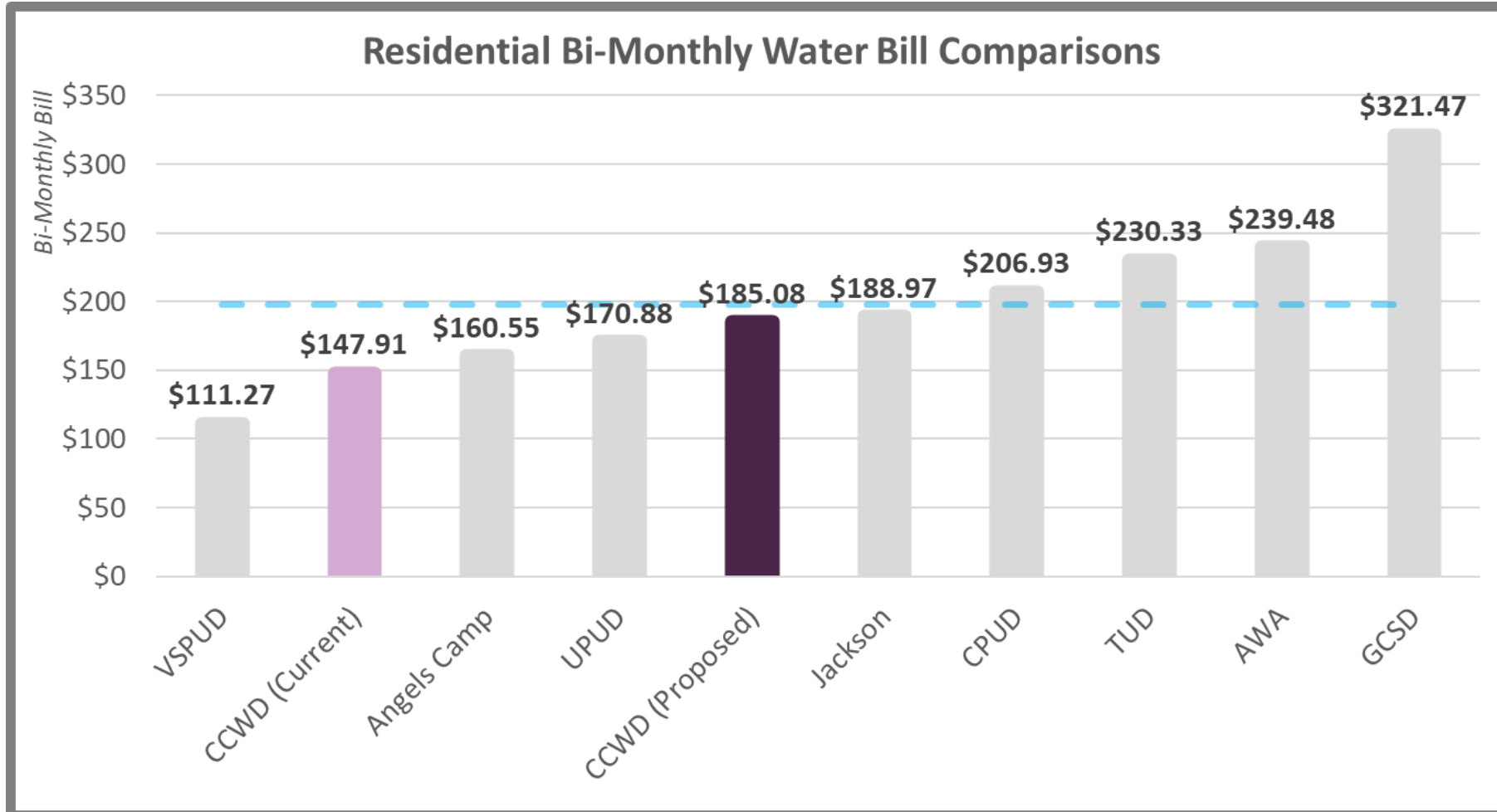
# Customer Impacts

## Single-Family Residential with 5/8" Meter at 15 HCF, 23 HCF, and 30 HCF



# Water Rate Survey – Bi-Monthly Comparison

## Single-Family Residential with 5/8” Meter at 23 HCF



# Wastewater Enterprise

**Long-Term Financial Plan**



Calaveras County  
Water District

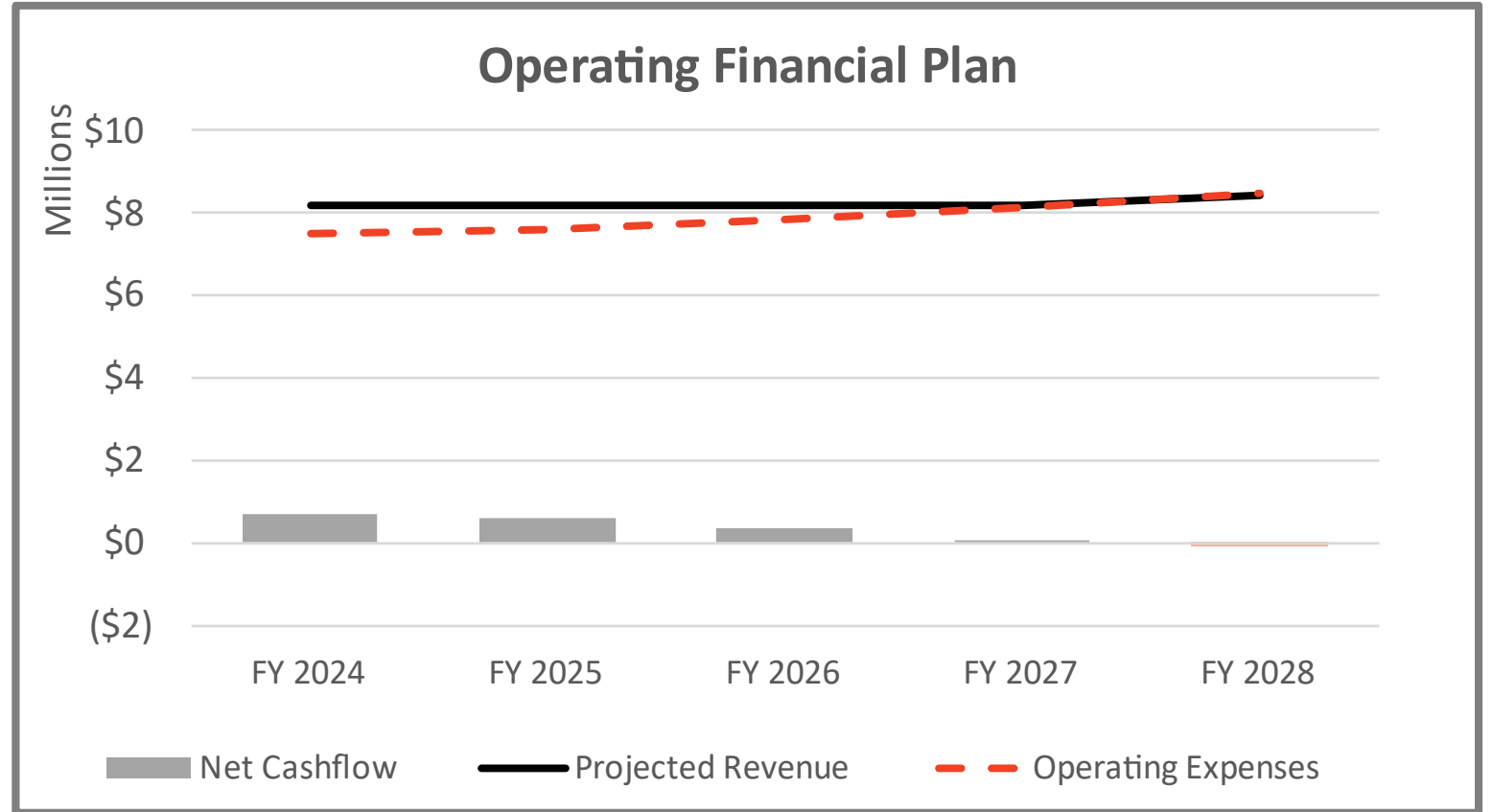


# Current Financial Position

## Wastewater Enterprise

### Financial Plan Metrics

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

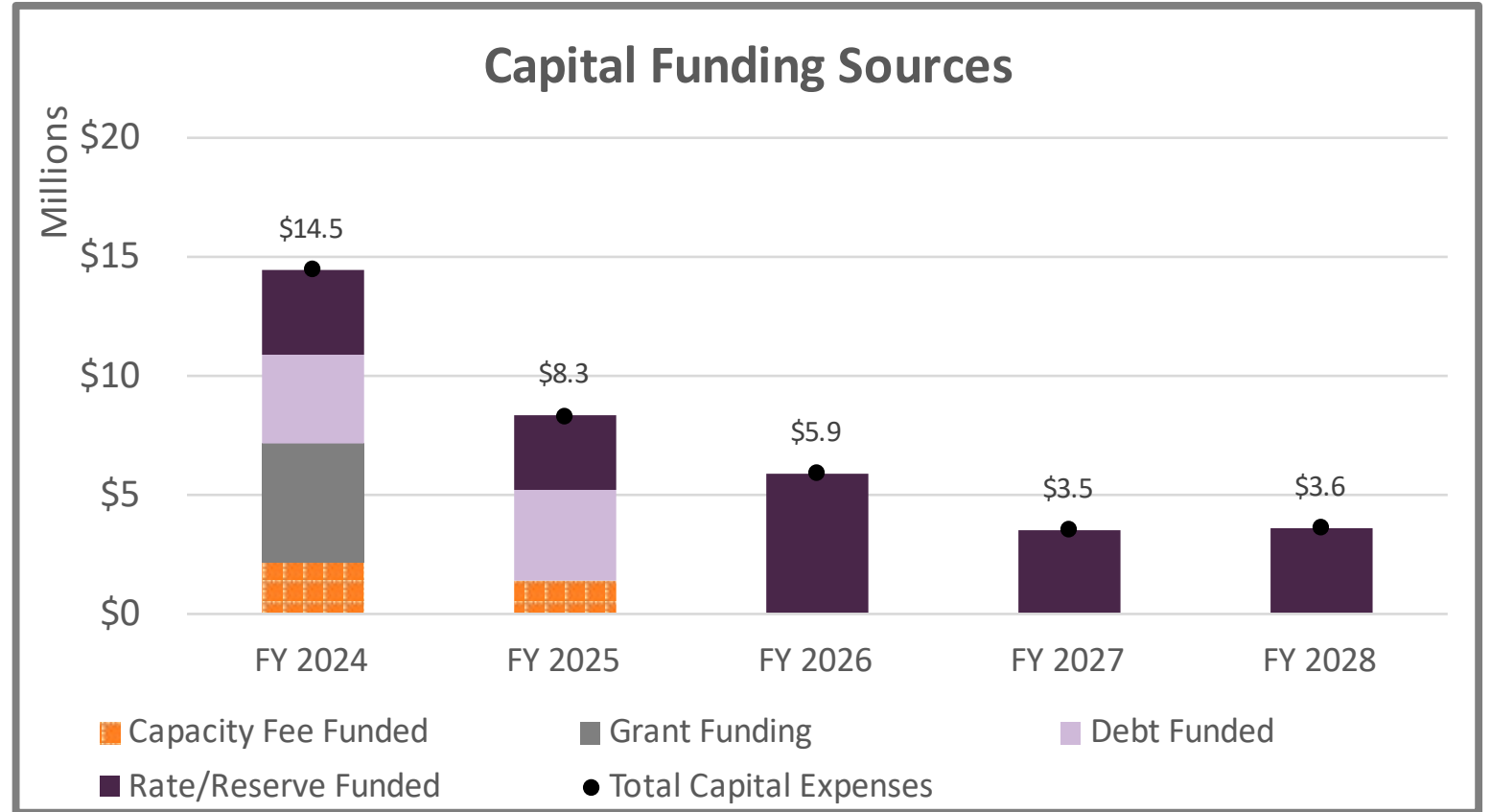


# Current Financial Position

## Wastewater Enterprise

### Financial Plan Metrics

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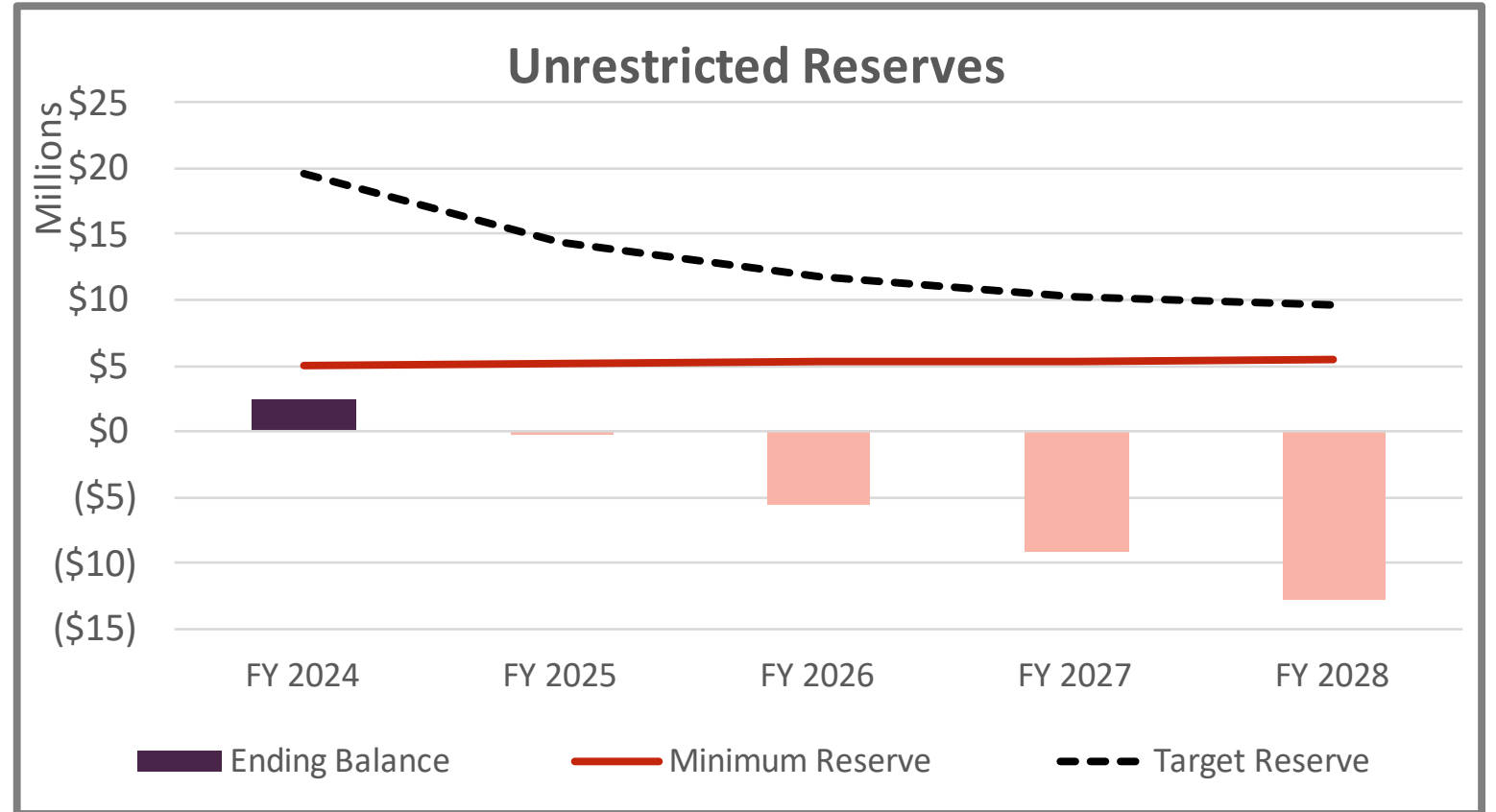


# Current Financial Position

## Wastewater Enterprise

### Financial Plan Metrics

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



# Financial Position

## Wastewater at Current Rates

### Results From Review

- Net income decreasing each year
- Reserves below the minimum requirements
  - Operating Reserve = 90 days of O&M
  - Capital Reserve = Annual depreciation
  - Rate Stabilization Reserve = 10% of operating revenues
  - Emergency Reserve = 3% of asset value
  - Total FY 2024 minimum = \$5.15M
- At existing rates, reserves would be used to cover capital expenses
  - Not sustainable long-term
  - Reserves already below minimum requirements
  - Reserves depleted in FY 2025

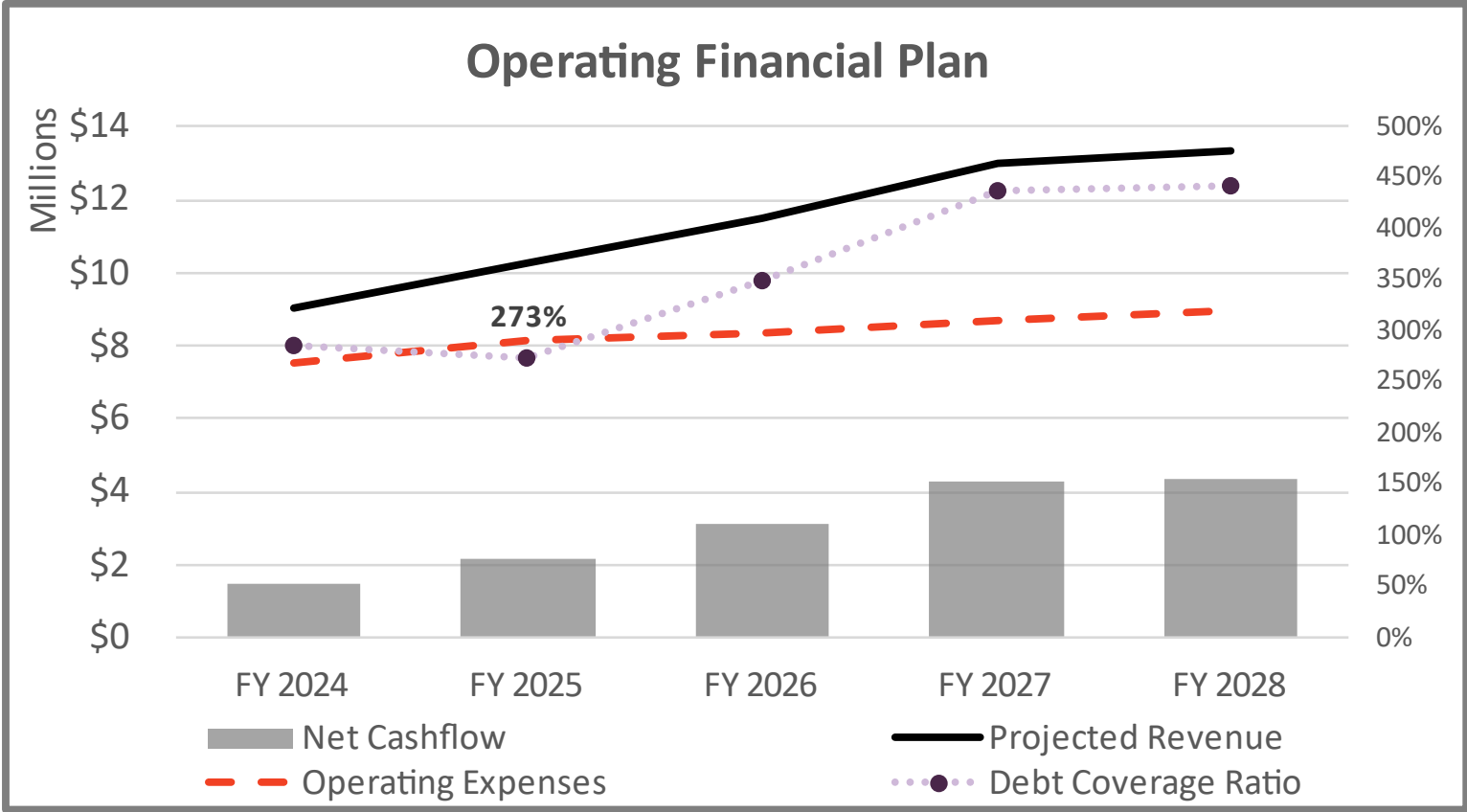
# Proposed Wastewater Financial Plan

**FY 2024 – FY 2048**

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

## Proposed Financial Plan

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



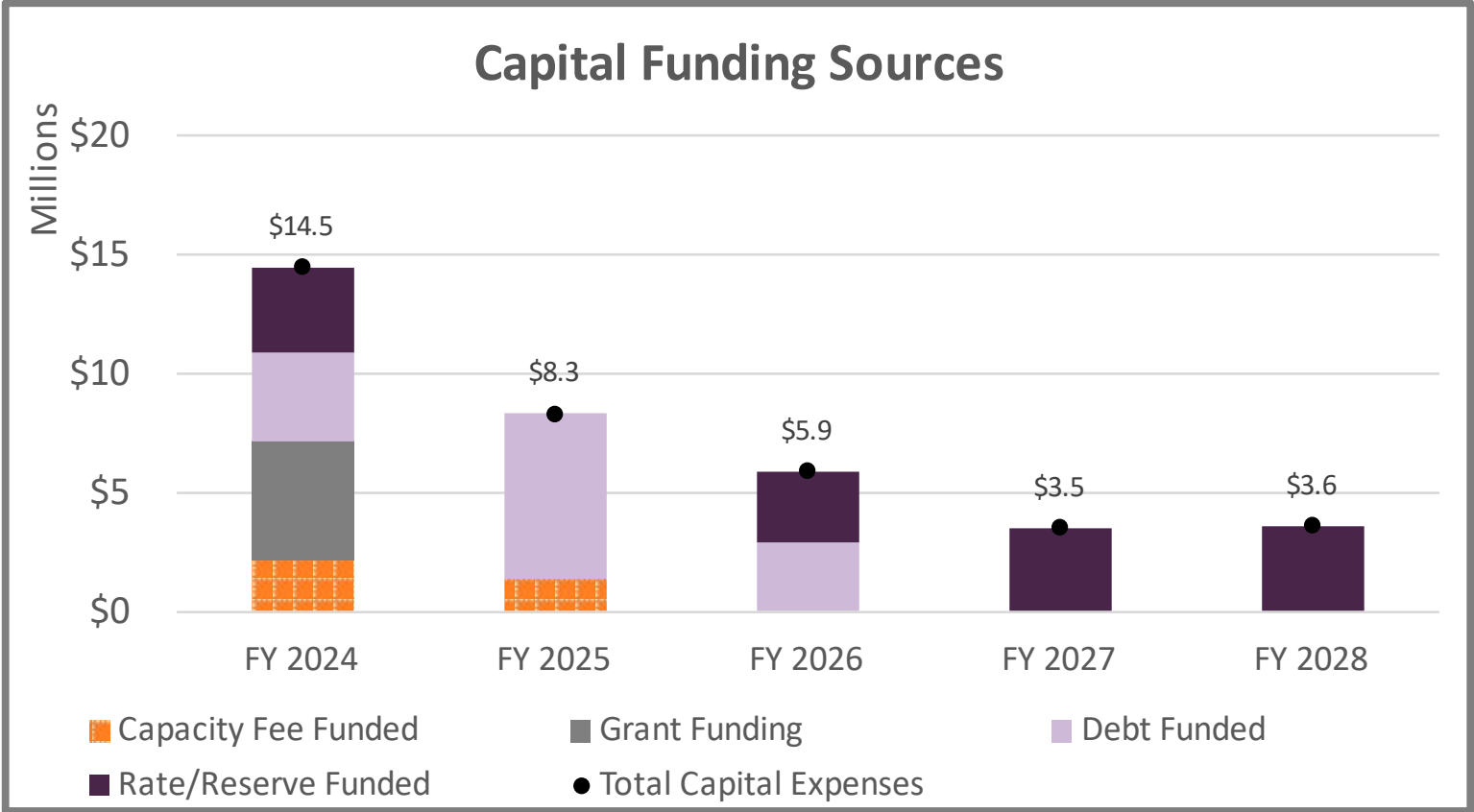
# Proposed Wastewater Financial Plan

**FY 2024 – FY 2048**

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

## Proposed Financial Plan

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



# Proposed Wastewater Financial Plan

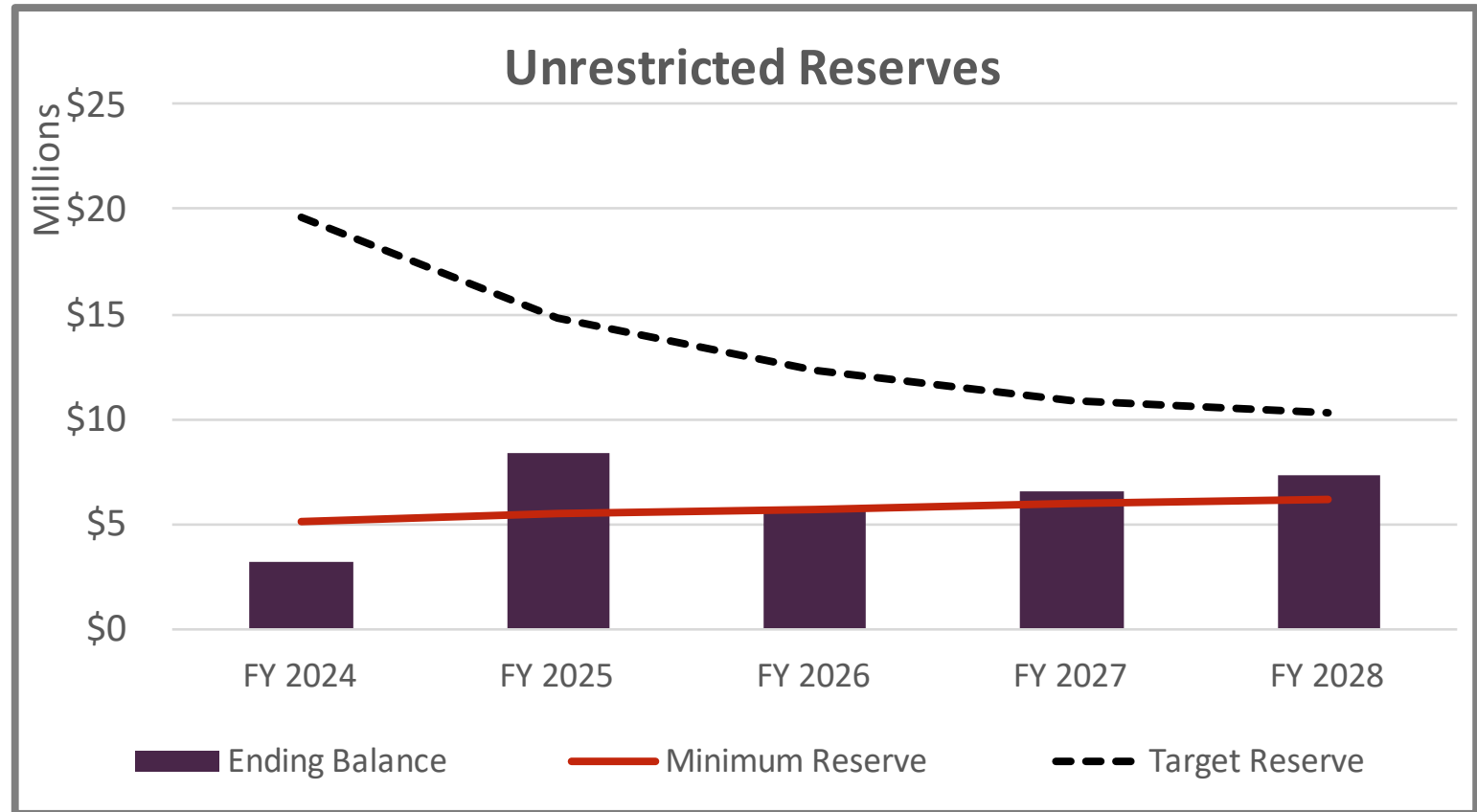
**FY 2024 – FY 2048**

Revenue Adjustments:

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

## Proposed Financial Plan

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



# Wastewater Enterprise

**Cost-of-Service and Proposed Rates**



Calaveras County  
Water District



# Wastewater Revenue Requirements

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Revenue Requirements	Total	Total	Total	Total	Total
<b>Operating Expenses</b>					
Non-Departmental (50)	\$396,000	\$414,000	\$433,000	\$453,000	\$473,000
Utility Services (54)	\$3,895,000	\$3,932,000	\$4,105,000	\$4,306,000	\$4,496,000
General Management (56)	\$360,000	\$377,000	\$395,000	\$413,000	\$432,000
Board of Directors (57)	\$51,000	\$53,000	\$55,000	\$57,000	\$59,000
Engineering/Technical Services (58)	\$453,000	\$473,000	\$495,000	\$518,000	\$541,000
Administrative Services (59)	\$574,000	\$562,000	\$587,000	\$613,000	\$640,000
Water Resources (60)	\$424,000	\$441,000	\$459,000	\$478,000	\$498,000
Treatment	\$378,000	\$395,000	\$413,000	\$431,000	\$450,000
<b>Total Operating Expenses</b>	<b>\$6,531,000</b>	<b>\$6,647,000</b>	<b>\$6,942,000</b>	<b>\$7,269,000</b>	<b>\$7,589,000</b>
<b>Debt Service</b>					
Series 2019 Taxable Revenue Refunding Loan (Umpqua UAL)	\$158,612	\$154,909	\$151,206	\$147,173	\$143,151
2022 Sewer CIP Loan	\$753,168	\$752,920	\$753,256	\$753,144	\$753,584
2020 VacCon Loan (VacCon Truck #1)	\$33,771	\$8,443	\$0	\$0	\$0
2020 VacCon Loan (VacCon Truck #2)	\$33,462	\$33,465	\$16,731	\$0	\$0
SEWD (New Hogan)	\$20,620	\$20,621	\$0	\$0	\$0
New/Proposed Debt	\$0	\$501,694	\$501,694	\$501,694	\$501,694
<b>Total Debt Service</b>	<b>\$999,634</b>	<b>\$1,472,051</b>	<b>\$1,422,887</b>	<b>\$1,402,011</b>	<b>\$1,398,429</b>
<b>Other Funding</b>					
<i>Revenue Offsets</i>					
Operating Revenues	(\$134,000)	(\$134,000)	(\$134,000)	(\$134,000)	(\$134,000)
Other Revenues	(\$1,214,000)	(\$1,214,000)	(\$1,217,000)	(\$1,239,000)	(\$1,246,000)
<b>Subtotal Revenue Offsets</b>	<b>(\$1,348,000)</b>	<b>(\$1,348,000)</b>	<b>(\$1,351,000)</b>	<b>(\$1,373,000)</b>	<b>(\$1,380,000)</b>
<i>Adjustments</i>					
Reserve Funding	\$1,479,366	\$2,145,949	\$3,151,113	\$4,289,989	\$4,327,571
Adjustment for Mid-Year Increase	\$160,000	\$0	\$0	\$0	\$0
<b>Subtotal Adjustments</b>	<b>\$1,639,366</b>	<b>\$2,145,949</b>	<b>\$3,151,113</b>	<b>\$4,289,989</b>	<b>\$4,327,571</b>
<b>Revenue Requirement from Rates</b>	<b>\$7,822,000</b>	<b>\$8,917,000</b>	<b>\$10,165,000</b>	<b>\$11,588,000</b>	<b>\$11,935,000</b>

# Proposed Five-Year EDU Charge Schedule

**FY 2024 – FY 2028**

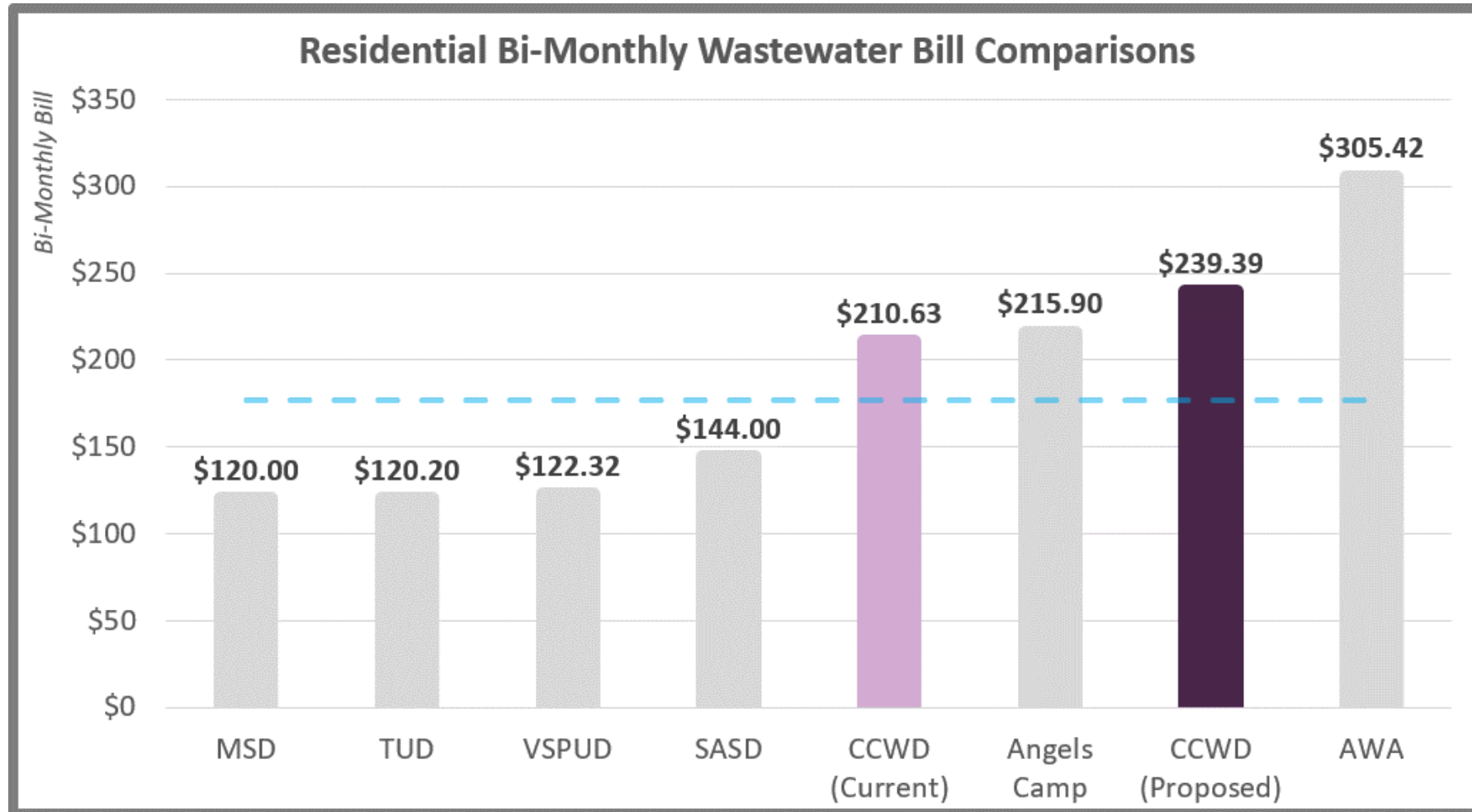
<b>Total Fixed Charges (\$/Bi-Month/EDU)</b>							
<b>Customer Class</b>	<b>EDUs</b>	<b>Current</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
Residential	4,711	\$210.63	\$239.39	\$272.90	\$311.09	\$354.64	\$365.26
Non-Residential	735	\$206.18	\$239.39	\$272.90	\$311.09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

*\*EDU = Equivalent Dwelling Unit*

The charge per EDU should be the same.  
Commercial accounts are assigned more  
EDUs based on their type of use.

# Wastewater Rate Survey – Bi-Monthly Comparison

## Single-Family Residential (1 EDU)



# Next Steps

## Upcoming Tasks

- July 12<sup>th</sup>: Rate Workshop
- July 13<sup>th</sup> – July 24<sup>th</sup>: Draft Report
- July 24<sup>th</sup>: Mail Prop. 218 Notice
- Sept 13<sup>th</sup>: Public Hearing
- Oct 16<sup>th</sup>: Implementation date of proposed rates

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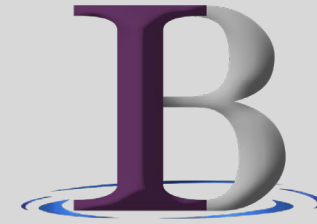
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C O N S U L T I N G

# Item 5a

# Agenda Item

DATE: July 12, 2023  
TO: Michael Minkler, General Manager  
FROM: Damon Wyckoff, Director of Operations  
RE: Report on the June 2023 Operations Department

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## **RECOMMENDED ACTION:**

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

## **SUMMARY:**

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

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

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

## **FINANCIAL CONSIDERATIONS:**

None.

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

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# Operations Departments Report

June 1<sup>st</sup> through June 30<sup>th</sup>, 2023

## **Director of Operations:**

1. On-going coordination and management of multiple District Operations projects and work efforts.
2. Worked Closely with the General Manager to further reduce the 24 FY Budget requests for Director review.
3. Coordinated California Cut & Core to bore an 8-inch port in the Oxidation Ditch at the Arnold WWTP.
4. Participated in the Annual Kids Day.
5. Continued to work with District Staff and the consultant to ensure the effective resolution of punch list items for the AMI Project.
6. Worked to coordinate lunch for the All-Hands Meeting
7. Participated in multiple onsite project progress meetings.
8. On-going FEMA coordination related to DR-4683 and DR-4699.
9. On-going work related to the District's Disinfection Byproducts Root Cause Analysis
10. Conducted the Quarterly Utilities Coordination Meeting.
11. On-going participation in the development of the District's updated to its Local Hazard Mitigation Plan.

## **Administrative Technician:**

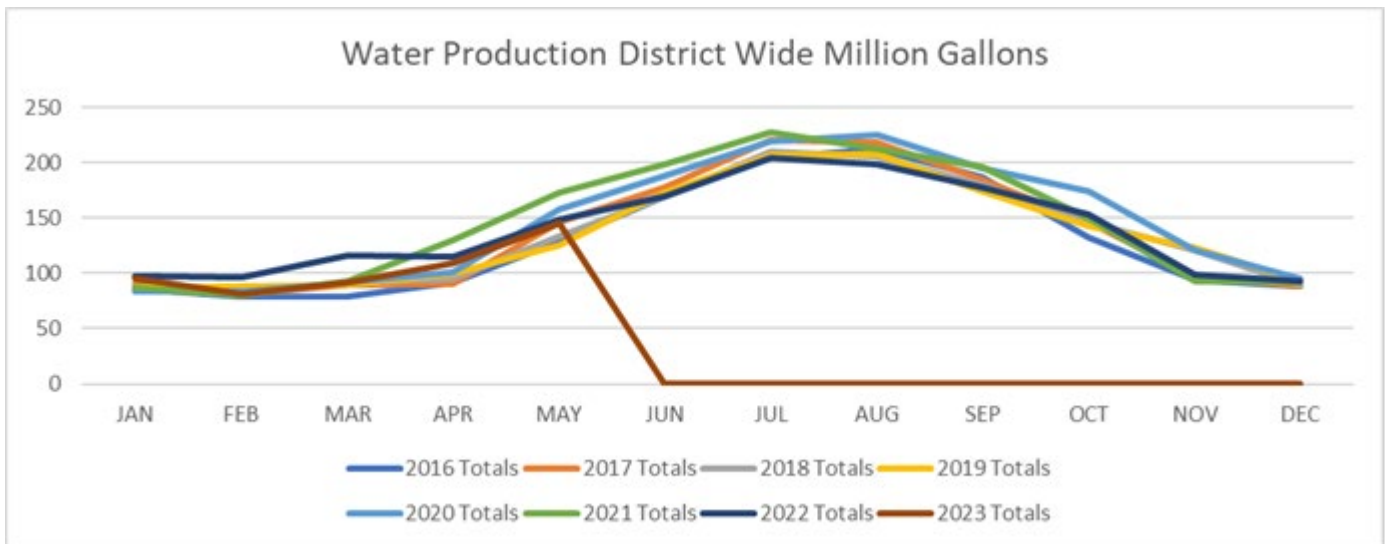
1. Maintained Field Calendar
2. Received/Tracked All USA North Line 811 Locates – Handled Associated Calls
3. Facilitated with Employee Reimbursements
4. Facilitated with Employee Certification – Applications, Exams, Renewals, Trainings, Resources
5. Field Training Course Ordering/Registrations/Travel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

## **Plant Operations Manager:**

1. Completed the review and acceptance of the monthly State Water Reports for all the Districts Water Systems and submitted them to the State.
2. Completed the monthly and Wastewater Reports for all the Districts WW Systems and submitted them to the State.
3. Working very closely with the new operator in West Point to ensure that all system needs are met.
4. On-going work associated with PO's and ordering supplies for different District facilities and projects.
5. Continued work efforts on annual backflow testing



6. Ongoing work efforts associated with the Ebbetts Pass HAA5 violation for purposes of public notification and data collection.
7. Completed the District's Water Quality report.
8. Did a tour of the West Point Forest Thinning project with Pat McGreevy.
9. Participated in the District's Local Hazard Mitigation Plan meeting.
10. Ongoing work efforts related to the District's Cross Connection Control Surveys with Ms. Burke.
11. Sat in on the Senior Mechanic interviews.
12. Attended the all-employee meeting.
13. Working with Hydro Science about upgrades at Arnold WWTP.
14. On-going work efforts with the Districts CERS (California Environmental Reporting System) annual reporting.
15. Updated the District's monthly conservation reports.
16. Below is the water production for the month of May 2023.



### **Construction and Maintenance Manager:**

1. Staff meetings.
2. Board meetings.
3. Multiple Project Meetings – Redwood tanks, AMI, CC Lift Station, etc
4. Participated in the District's Quarterly Utilities Coordination Meeting
5. Worked with the Construction Crew to retain paving quotes for the Vallecito Lift Station entrance.
6. Participated in the CWEA North Training Group's training session – Trenching and Shoring in Manteca.
7. Participated in the LHMP Update meetings.
8. Worked with the AMI project Team to ensure the completion of punch list items.
9. Participated in the Bring Your Child to Work event at the District Office and New Hogan.
10. Participated in the Safety Committee Meeting.
11. Follow up site visits with FEMA RE DR-4699 restoration projects.
12. Delivered new ID cards to District Staff.
13. Site visit with the Construction Crew to discuss a 2" line replacement on Abouaf Court.
14. Attended PG&Es first responder training to develop failure response awareness.
15. Cleaned debris out of the diversion at Bear Creek.
16. Reviewed applications for multiple open positions.
17. On-going work with the Construction Crew at the Vallecito WWTP to install the grit and grease removal tank and headworks screen.
18. Site visits to multiple Crew work efforts.
19. USA ticket research with new software for field staff members.
20. Multiple phone calls to customers regarding issues/concerns.

## **Purchasing Agent:**

1. Welcomed Eric Martinez, the District's new Facilities Maintenance Tech to the District. Began training and orienting him.
2. Participated in the annual fleet analysis with Enterprise, the C&M Manager, and the Director of Ops.
3. Completed invoicing for purchased material.
4. Worked with the Director of Ops, the C&M Manager, and the Treatment Ops Manager on budget GL and Capital Outlay requests.
5. Met with various reps and received quotes for various items for purchase.
6. Ordered parts, tools, materials, and equipment for all departments.
7. Coordinated servicing of District Vehicles for Field Staff
8. Reconciled Credit Cards for Field Staff.
9. On-going organizing the new warehouse.
10. Worked to ensure the timely delivery of the asphalt paver ordered as part of the Vallecito Grit Chamber project.
11. Delivered supplies, materials, and parts.
12. Facilities Maintenance built desks for the Mechanics and Construction Crew Workstations.

## **Water Treatment Plants:**

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

1. B-Tank, Redwood Tank leaking badly at bottom of tank. Especially late afternoon with sun exposure. Beginning to get complaints. Water leaving property.
2. Troubleshoot Streaming current monitor. New unit ordered and now awaiting installation.
3. Worked with PBI Engineering on Water system upgrades.
4. The Ozone system continues to have maintenance issues.
5. Repaired leaking aged ozone discharge lines in ozone generator #2. (Routine maintenance)
6. We will need to patch them back together and CIP new generators and get the UPS replaced ASAP.
7. A quote has been submitted for replacement machines. (Bill Cardinal)
8. Ongoing repairs to keep machines running.
9. Outstanding work Orders
10. Calibrate high pressure and headloss switches on both filters.
11. Streaming current monitor has failed. The original unit may finally need to be replaced.
12. Backwash return Pond #2 cleaned out by collections crews. Excellent work as usual!

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

1. Heavy snow melt has necessitated several process changes.
2. Dropped operational level of BT6 in order to replace failing drain valve.
3. Have had several issues with Wi-Fi and connectivity. Working with IT hasn't solved this problem, so we are presently working with the Electricians to come up with a solution.
4. Collected annual Perchlorate sample.
5. Operations as normal.
6. Monthly White Pines Dam inspection complete.
7. Construction Continues on the new Larkspur Tank.

### **Jenny Lind Water Treatment Plant:**

1. Operations as usual

### **Sheep Ranch Water Treatment Plant:**

1. Operations as usual
2. Topped off Fire Suppression tank.

### **Wallace Lake Estates Well System:**

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

### **West Point Water Treatment Plant:**

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

## **Wastewater Treatment Plants:**

### **Arnold Wastewater Treatment Plant:**

1. Operations as usual
2. Coordination with Engineering RE new Clarifier Design

### **Copper Cove Wastewater Treatment Plant:**

1. Ongoing work with Hydro science on the design of the Pond 6/RCP upgrades.
2. Sierra Pest control is now spraying WWTP ponds. (Started off a bit slow. Working to get them on schedule and used to what must be done to maintain our ponds.)
3. Pond 6 is dropping nicely with the RCP in operation.

### **Copper Cove Wastewater Reclamation Plant:**

1. UV system had needed maintenance done. Winter rains did not allow for plant shutdowns for maintenance.
2. A large volume of sand was found in the UV trough during UV maintenance. Unsure why the filter would be losing sand. Filter was rehabbed last year. The backwash valves are operating properly.
3. Pond 6 has algae/plant material plugging inlet screen 4-6 times daily. Continuous screen cleaning throughout the day causing operational issues. Decreased plant production and operator time.
4. A/C screens are now beginning to plug with the plant material. Plant shutdowns and operator time. The RCP needs a pretreatment system that can handle high solids.

### **Country House Wastewater Facility:**

1. Operations as usual

### **Forest Meadows Wastewater Treatment Plant:**

1. Operations as usual

### **Indian Rock Vineyards Wastewater Facility:**

1. Operations as usual

### **La Contenta Wastewater Treatment Plant:**

1. Operations as usual

### **Mountain Retreat / Sequoia Woods Wastewater Facility:**

1. Operations as usual

### **Six Mile Wastewater Collection System:**

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

### **Southworth Wastewater Treatment Plant:**

1. Operations as usual
2. Discharged treated effluent during fair weather events.

### **Vallecito / Douglas Flat Wastewater Treatment Plant:**

1. Operations as usual
2. Coordinated operations with the Construction Crew related to the installation of the grit chamber.

### **West Point Wastewater Treatment Plant:**

1. Operations as usual

### **Wilseyville Wastewater Facility:**

1. Operations as usual

## **Distribution:**

### **Copperopolis Distribution System:**

#### **SERVICE LINE WORK**

1. 1757 Sawmill
2. 1036 Feather Dr
3. Copper Valley CSD meter
4. 117 Pebble Ct
5. 3625 Arrowhead
6. 813 Mother Shipton
7. 1036 Feather Dr
8. 449 Poker Flat
9. 4311 Edge Water
10. 420 Winchester
11. 746 Foothill
12. 545 Innocent
13. 3049 Beaver
14. 263 Deer Field
15. 960 Foothill
16. 288 Mitchell Lake Ln
17. 4323 Edge water
18. 5150 Pueblo Trail

#### **MAIN LINE WORK**

1. 2503 Charmstone – 2" Blue Bell
2. 4323 Edge Water – 2" Blue Bell

#### **Additional Work**

1. 7 Valves Turned
2. Service Requests
3. Flushed 36,990 gallons.
4. USA's

### **Ebbett's Pass Distribution System:**

#### **SERVICE LINE WORK**

1. 1" blue poly Cheyenne Way
2. 1" blue poly Navajo Dr.
3. ¾" blue poly Choctaw Dr.
4. 1" poly Thunderbolt Trail
5. 1" poly Deerwood Ct.
6. 1" poly Oaken Dr.

#### **MAIN LINE WORK**

1. Two-inch Main Gate Valve – Indian Hills

#### **Additional Work**

1. 130 USAs.
2. Multiple field meets associated with PG&E underground project.
3. Multiple days spent locating water lines associated with PG&E project.
4. Ongoing investigation and documentation of pressure fluctuations in Reach 1 of system
5. Coordinated compaction testing and patch paving of leak repairs in Big trees Village.
6. Ongoing PRV inspections and maintenance
7. PRV #64 vault and assembly has been delivered to Barn and is awaiting installation.
8. Rebuilt Fire Hydrant Hwy. 4/ Avery Post Office
9. Ongoing assistance to Mueller subcontractor finishing up AMI installations.
10. Ongoing manual and handheld meter reading. Now using Syntrex Mobile App. on I-Phones.
11. Ongoing valve locating and exercising.
12. Ongoing infrastructure maintenance and improvements
13. Ongoing assistance with Redwood Tank replacement projects
14. Participated in All Employee Mtg, MMS training and Bring Your Kids to Work Day

A BIG THANK YOU TO THE EMPLOYEE RELATIONS COMMITTEE AND EVERYONE INVOLVED IN MAKING THAT HAPPEN!!!

**Jenny Lind Distribution System:**

**SERVICE LINE WORK**

1. 8210 Baldwin
2. 6875 Cane
3. 6241 Thornicroft
4. 6177 Rippon
5. 6249 Baldwin x 2
6. 8572 O'Reilly x 2
7. 5353 Baldwin
8. 8610 Goggin
9. 7018 Mitchell
10. 7041 Mitchell
11. 6095 Rippon
12. 7161 Da Lee – Replaced 20' of 1" service line that was sleeved inside of a 2" conduit.
13. 8450 Stinson View
14. 5850 Thornicroft
15. 6780 Baldwin
16. 5808 Thornicroft
17. 2747 Stagecoach
18. 9088 Redman
19. 6181 Treosti
20. 6868 Baldwin
21. 3908 Bartelink
22. 8410 Jenny Lind Vista Ct
23. 8010 Hedgpeth – Assisted by Utility Crew. The leak was under a concrete driveway. We abandoned the old service at the main and tapped new service to run straight to the meter box.
24. 3985 Bartelink
25. 8679 McAtee – Replace 20' of 1" service line to the meter and installed new curb stop.
26. 7948 Baldwin
27. 4766 Driver
28. 7846 Baldwin – Worked with Utility Crew to abandon old service line that ran 80' parallel down the property line and tap new service straight up to the meter boxes.
29. 6766 McCauley
30. 3011 Heinemann

**MAIN LINE WORK**

1. 2" Main – Ormes Court

**ADDITIONAL WORK**

1. Vehicle Inspections
2. Tank and pump station checks
3. Month end reads for fill stations, hydrant meters, Lancha Plana and raw water.
4. Line locates.
5. Multiple days potholing for service lines for UCC
6. Set up compaction testing and paving for this area.
7. Lower end flushing for water quality purposes
8. Replaced multiple lengths of old fire hose for water cannon down on Myrtle.
9. Maintenance on GapVax including kanaflex and valve replacements.
10. Completed ISO fire flow testing in Wallace Lake Estates
11. Work orders for leak checks, pressure problems and COE's etc.
12. Worked with construction crew on Abouaf Ct mainline and valve replacement – See construction crew report for pics.
13. Finished AMI punch list for meter locating.

**West Point Distribution System:**

**SERVICE LINE WORK**

1. Aided the Utility Crew who replaced a 1" service off main Street.

2. Repaired 1" at the WTP

#### **MAIN LINE WORK**

1. None

#### **ADDITIONAL WORK**

1. Helped utility crew replacing a ¾" line on main Street.
2. Helped collection crew pump septic tanks.
3. Flushed sewer line by firehouse
4. Met with Keystone to locate meters that needed to be fixed.
5. 2" tap at water treatment plant on backwash/raw water line
6. Repaired 15+ sewer leaks and pulled weeds in the WW aeration beds.
7. Flushed all 2" sewer lines in the Wastewater aeration beds to remove sludge.
8. Participated in Kids Day
9. All hands meeting.
10. MMS training
11. Marking water lines (USA)
12. Worked with Mueller's sub-contractor (Keystone) to help swap out the remaining meters in West Point.
13. Weekly tank and flow meter reads

## **Construction**

1. Assisted in leak repair with the Ebbetts Pass, Copper Cove, and Jenny Lind Distribution Crews
2. Hauled Rock to all yards as needed.
3. Equipment Maintenance
4. Cleaned up/Organized yard in Vallecito.
5. Worked with a sub-contractor on the installation of a lid for the grit chamber and a stand for the headworks screening unit.
6. Coordinated paving with a sub-contractor at the Vallecito Lift Station.
7. Replaced approximately 60 feet of 2-inch blue bell piping on Abouaf Court. Installed a valve, backfilled, and compacted.
8. Worked with California Cut & Core who bored a hole in the Oxidation Ditch outlet at the Arnold WWTP. Then installed a valve, piping, and support for this new outlet.
9. Repaired a failed 2" Force main in La Contenta with the Sewer Crew – holiday repair effort.
10. Met with a Geotech Company at the new Corp Yard and dug some test holes to assess groundwater.
11. Off loaded new PRV at the White Pines Barn for the EP Distribution Crew.
12. Offloaded repair material for a leak off Pueblo Trail in Copperopolis and repaired the leaking blue bell.
13. On-going work with the Vallecito grit tank and headworks screening unit.
14. Participated in the annual Kids Day at New Hogan Reservoir.
15. Slurry Line Meter Read.

## **Electrical:**

1. Troubleshoot and repaired the blower control system at La Contenta WWTP, problem was they were not set to auto in SCADA.
2. Troubleshoot and repaired the UV control system at Vallecito WWTP, replaced failed 24-volt power supply.
3. Troubleshoot and repaired the UVT sensor panel for Vallecito WWTP UV system, plugged in loose control ribbon.
4. After hours weekend emergency repair of the Tank A to B flow meter in the Jenny Lind service area, reinstalled flow meter transducers with new sound gel restoring proper function of meter.
5. Replaced/tested the cooling fan in the ozone generator control panel at Jenny Lind WTP after the old fan melted down.
6. Troubleshoot and repaired a telemetry radio communications failure at Azalea Court lift station, used online diagnostics tool to repair and restore communications.
7. Troubleshoot and repaired Flexim flow meter at the Copper Cove Reclaim effluent line, transducer mounting system had been compromised, repaired, and used new sound gel to mount transducers, proper GPM reading restored.
8. Wired in/tested new pump motor for the Forest Meadows WWTP reclaim pump.

9. Ran underground conduit for new grit tank project at Vallecito WWTP
10. Wired in new portable submersible pump for the Vallecito WWTP MBR plant per the plant operator.
11. Used remote SCADA access to fix a graphic problem at West Point WTP, uninstalled unused Snag-It program.
12. Wired in/tested new pump at the Moke River pump station in West Point
13. Worked with A-TEEM engineering on the control/radio integration for the redwood tank replacement project at the Big Trees #4 tank site.
14. Installed/set up/tested a new Guardian telemetry radio at Arnold lift station #3
15. Had A-TEEM fix an erroneous alarm in the Hunters WTP SCADA system.
16. Troubleshoot the flow meter at the West Point diversion, it needs a new solar panel.
17. Installed/set up/tested a new flow meter in the Forest Meadows WWTP UV system room.
18. Demo'd electrical and controls for the existing Forest Meadows WWTP UV system for the replacement project
19. Troubleshoot the 6-Mile lift station control system, reports of an erratic indicated wet well level, tested transducer, everything worked fine during our visit.
20. Troubleshoot and repaired Upper Cross Country lift station in Copper, found mixer was broken, installed lock out tag out.
21. Troubleshoot and repaired backwash pumps at West Point WTP while on generator power, adjusted ramp time enabling proper function of pumps with the barely adequately sized generator.
22. Set underground pull boxes for the new grit tank project at Vallecito WWTP
23. Troubleshoot Cedar Ridge lift station, automatic transfer switch was broken, pumped wet well down, on PG&E power.
24. Unwired the broken mixer at Upper Cross Country lift station in Copper, adjusted pump levels due to grease mat in wet well, unwired mixer, new one is on the way.
25. Troubleshoot and repaired Comm 71 polling site radio in Arnold, ants had infested the UPS and caused a failure, removed/cleaned up ants, proper function of station restored.
26. Troubleshoot and repaired the remote SCADA system at Hunters WTP, switched ISP for more speed.
27. Troubleshoot and repaired erratic wet well level at 6-Mile lift station again, this time level problems happened while we were onsite, found 24-volt power supply failing, replaced with new.
28. Repaired dug-up electrical feed lines by landscapers at lift station 41 in Copper, wires not compromised, replaced broken conduit.
29. Troubleshoot and repaired the nitrogen compressor for the Jenny Lind WTP Ozone generators, FLA good, unit is getting very hot and tripping breaker on some starts, bad windings in the motor, operator ordered a new unit.
30. After hours troubleshoot and repair of the Arnold WWTP control system, replaced failed network router transformer and reissued IP address to a remote I/O module for the PLC.
31. Used SCADA remote access to repair the alarm database in the Hunters WTP SCADA system.
32. Installed/wired in/tested a new nitrogen compressor for the Ozone generators at Jenny Lind WTP
33. Troubleshoot and repaired a septic control system at 173 Holiday Mine Road in Vallecito, the problem was the power feed on the customer side.
34. Replaced the failed automatic transfer switch at Cedar Ridge lift station with a new unit, had purchasing agent order a new unit for stock.
35. Replaced bad backwash flow meter at West Point WTP with a new Flexim unit, installed, wired in and tested new flow meter.
36. Switched back to the Verizon sim card at Hunters WTP for the internet service, bandwidth is still too slow for our needs.
37. Troubleshoot and repaired the new nitrogen compressor at Jenny Lind WTP, found a broken airline and fixed it, system works correctly now.
38. Repaired underground conduit for a septic system at 955 Chardonnay Court in Murphys that was dug up and damaged by others, got a schematic of the system and landed the field wires on the proper terminals and tested function.
39. Replaced 2 failed pump hour meters at B-Tank pressure system in Valley Springs
40. Shut down a spray field zone at West Point WWTP and restored another per operator for the new construction project to reduce groundwater in the new basin hole.

## **Collections:**

1. Monthly SSO reporting completed.
2. Weekly lift station inspections completed.

3. Monthly dry can inspections completed.
4. Continued marking USA's district wide.
5. Monthly vehicle inspections completed.
6. Continued pumping septic tanks in Six-Mile.
7. Pumped and cleaned sludge tank at Wallace WWTP.
8. Flushed main line at West Point fire station.
9. Pumped and cleaned septic tank at 158 China springs road in West Point for yearly maintenance due to grease trap issues at the neighboring restaurant.
10. Called to 224 Matson Lane in West Point septic tank issue and pumped and cleaned it.
11. Pumped and cleaned back wash ponds at Jenny Lind WTP.
12. Called out to a low-level at Upper Cross-Country due to floats and the transducer being covered in rags and pulled off float tree.
13. Pumped and cleaned LS's 19&20 in Copperopolis.
14. Replaced carbon for odor control at Lift Stations 13&16 and manholes inside Connor estates.
15. Pumped and cleaned upper and lower cross country lift stations.
16. Repaired ARV vault on lower cross-country force main damaged during winter storms.
17. Called out night of 6-13-23 to septic tank alarm at 982 Cabernet Ct. on off float went out.
18. Mt with engineering and LGI to discuss sewer line issues in Cosgrove Creek.
19. Identified laterals found by PG&E project on Vista Del Lago not identified on as built maps.
20. Called to 4253 Parrott's Ferry - septic tank issue. PGE had turned power off and didn't turn the breaker to tank back on.
21. Pumped and cleaned upper cross country due to mixer failure.
22. Called out to Lallo's car wash due to pump problems Sunday morning 6-18-23. Identified blockage on the District's side. Dug up the force main and cleared the blockage with the hydro machine.
23. Pumped and Clean Upper Cross-Country post mixer failure.
24. Hydro'd MH 375 to C/O 31 on Spyglass Ct for yearly maintenance in La Contenta.
25. Checked MH 604 inside Cosgrove creek for roots yearly maintenance in La Contenta.
26. Repaired blow off on Force main along Country view Drive.
27. Called to 4045 Red Hill Rd - septic tank issue. Someone had shut the isolation valve.
28. Called to 7409 Stage Stop Ct. In Southworth - the septic alarm was sounding. The panel was shorted out.
29. Hydro'd the head works at Vallecito WWTP.
30. Pumped and cleaned upper Cross-Country LS again.
31. Hydro'd snow berry easement in Forest Meadows. Yearly maintenance
32. Replaced zinc bolts on new pump at Hwy 26 LS with stainless steel.
33. Repaired ball and check valve at gas station in Wallace due to semi-trucks driving on it.
34. Repaired electrical supply line on septic tank at 955 Chardonnay ct. contractor dug it up without USA being called in.

## **Mechanical:**

1. Generator checks District wide.
2. Installed Moke River vertical turbine pump and test operated.
3. Installed Forrest Meadows reclaim pump #2 and test operated.
4. Found cracked ball valve in vault at Big Trees 2 Tank site, got additional parts from the White Pines Barn and replaced the cracked valve.
5. Serviced the Boom Truck.
6. Changed the oil in the air compressors and blowers at the La Contenta WWTP. Found worn out belts and replaced them on blower #2.
7. V551(2012 F350), replaced a bad DEF tank heater. Fabricated and installed a bracket for the broken bed mount. Changed the oil.
8. Drove to Trillium pumps in Fresno with truck and trailer to pick up Meadowmont pump #3. Installed pump with KCCO (Kevins Crane Service) and set the bowl height and mechanical seal (awaiting wiring for test fire).
9. Found cracked ball valve in vault at BT2, get parts from white pines barn and replace cracked valve.
10. Cleaned and inventoried the new shop for work readiness as well as the District's internal open house.
11. Rebuilt both effluent pump check valves at the Forest Meadows WWTP.
12. Diagnosed VEH 144('09 F150) transmission failure (requires rebuild or replacement) maybe a surplus candidate.
13. Replace external door handle VEH 533 ('08 Ranger).



14. Replaced passenger side wheel bearing on VEH 613 ('08 Ranger).
15. Replaced the coolant thermostat on VEH 534 ('08 Ranger)
16. Diagnosed and sent out for transmission rebuild VEH 720 ('17 Dodge 3500).
17. Assisted in the unloading and storage of new Cla-Val PRV assembly.

### **Underground:**

1. Assisted the Jenny Lind and Copper Distribution Crews with leak repair.
2. Returned to Service Lateral replacements in the Jenny Lind Area.
3. Weekly maintenance on all existing cut back road excavation sites.
4. Replaced a failed 1" service off Main Street in West Point.

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