



**RESOLUTION NO. 2020-08  
RESOLUTION NO. PFA-03  
ORDINANCE NO. 2020-01**

## **AGENDA**

### **MISSION STATEMENT**

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

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

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

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

## **ORDER OF BUSINESS**

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

1. **ROLL CALL**

2. **PUBLIC COMMENT**

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

3. **CONSENT AGENDA**

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

3a Approval of Minutes for the Board Meetings of January 8, January 17, and January 22, 2020

3b Review Board of Directors Monthly Time Sheets for January, 2020

---

### **BOARD OF DIRECTORS**

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

- 3c Ratify Claim Summary #575 Secretarial Fund in the Amount of \$1,420,498.28 for January, 2020  
(Rebecca Callen, Director of Administrative Services) **RES 2020-\_\_\_\_\_**
- 3d Amendment to Ground Lease for Saddle Creek Golf Course Maintenance Facilities  
(Rebecca Hitchcock, Executive Assistant) **RES 2020-\_\_\_\_\_**
- 3e Action Regarding Professional Services Agreement for Geotechnical Testing for the Ebbetts Pass Reach 1 Pipeline Project  
(Charles Palmer, District Engineer) **RES 2020-\_\_\_\_\_**
- 3f Report on the Monthly Investment Transactions for January 2020  
(Rebecca Callen, Director of Administrative Services)

**4. NEW BUSINESS**

- 4a Discussion/Direction regarding Engaging with Chandler Asset Management for Investment Management Services of District Assets  
(Rebecca Callen, Director of Administrative Services)
- 4b Discussion/Action regarding the Mid-Year FY 2019-20 Operating and Capital Improvement Program Budgets  
(Rebecca Callen, Director of Administrative Services) **RES 2020-\_\_\_\_\_**
- 4c Discussion/Direction regarding the Mid-Year FY 2019-20 Operating Budgets  
(Rebecca Callen, Director of Administrative Services)
- 4d Discussion/Action regarding a SB 998 Policy Update  
(Joel Metzger, External Affairs Manager) **RES 2020-\_\_\_\_\_**

**5. OLD BUSINESS**

None

**6. REPORTS**

- 6a Report on the January 2020 Operations Department  
(Damon Wyckoff, Director of Operations)
- 6b\* General Manager Report

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

**8. NEXT BOARD MEETINGS**

- Wednesday, February 26, 2020, 9:00 a.m., Regular Board Meeting
- Wednesday, March 4, 2020, 1:00 p.m., Board Workshop-Strategic Planning
- Wednesday, March 11, 2020, 1:00 p.m., Regular Board Meeting (*please note new time*)

**9. CLOSED SESSION**

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

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

**10. REPORTABLE ACTION FROM CLOSED SESSION**

**11. ADJOURNMENT**



# CALAVERAS COUNTY WATER DISTRICT

## Board of Directors

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

## Financial Services

Umpqua Bank  
US Bank  
Wells Fargo Bank

## CCWD Committees

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

## Legal Counsel

Matthew Weber, Esq.  
Downey Brand, LLP

## Auditor

Richardson & Company, LLP

## Membership\*\*

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

Ratterman (alt. Michael Minkler)  
All Board Members  
Ratterman / Underhill (alt. Secada)  
Michael Minkler (Alt. Rebecca Callen)  
Thomas  
Secada (alt. Thomas)  
Davidson (alt. Ratterman)

Ratterman / Thomas  
Thomas (alt. Ratterman)

Thomas / Underhill  
All Board Members

All Board Members  
Peter Martin (alt. Metzger)

Peter Martin

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

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



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

**MINUTES**

**CALAVERAS COUNTY WATER DISTRICT  
SPECIAL BOARD MEETING**

**JANUARY 8, 2020**

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

Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Charles Palmer, District Engineer  
Stacey Lollar, Human Resources Manager  
Damon Wyckoff, Director of Operations  
Joel Metzger, External Affairs Manager  
Patti Christensen, Accountant III  
Kevin Williams, Civil Engineer  
Jesse Hampton, Plant Operations Manager

Others Present: Gary Cline, Nicolay Consulting Group

**ORDER OF BUSINESS**

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**1. ROLL CALL**

President Underhill called the Regular Board Meeting to order at 9:00 a.m. and led the pledge of allegiance.

**2. PUBLIC COMMENT**

There was no public comment.

**3. CONSENT AGENDA**

**MOTION: Directors Davidson/Ratterman-Approved Consent Agenda Items:  
3a and 3b as presented**

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

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

***Director Secada pulled Item 3c from the Consent Agenda***

3c Ratify Claim Summary #574 Secretarial Fund in the Amount of \$2,368,799.51 for December, 2019  
(Rebecca Callen, Director of Administrative Services) **RES 2020-\_\_**

***Director Secada pulled Item 3d from the Consent Agenda***

3d Amending the District's Financial Management Policy No. 5.13, Financial Audit Policy  
(Rebecca Callen, Director of Administrative Services) **RES 2020-\_\_**

**OFF CONSENT AGENDA**

***Director Secada pulled Item 3c from the Consent Agenda***

3c Ratify Claim Summary #574 Secretarial Fund in the Amount of \$2,368,799.51 for December, 2019  
(Rebecca Callen, Director of Administrative Services) **RES 2020-01**

**MOTION: Directors Ratterman/Davidson–Approved item 3c as presented**

**DISCUSSION:** Director Secada asked if the District was repurposing radios from old trucks. Mr. Wyckoff replied that they are being repurposed when possible. Director Underhill asked about Assessment District 604. Mr. Minkler replied that there would be a detailed discussion on AD604 during the next Engineering Committee meeting. She also asked about a payment to Aflac and Mozingo. Director Thomas asked about the cost of the excavator rental.

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

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

***Director Secada pulled Item 3d from the Consent Agenda***

3d Amending the District's Financial Management Policy No. 5.13, Financial Audit Policy  
(Rebecca Callen, Director of Administrative Services) **RES 2020-02**

**MOTION: Directors Ratterman/Davidson–Approved item 3d as presented**

**DISCUSSION:** Director Secada asked about a previous discussion on this policy during the December Finance Committee meeting. Ms. Callen explained the reasons the policy was brought to the Board for adoption.

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

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

#### 4. **NEW BUSINESS**

- 4a Presentation of Funding Ongoing Retiree Health Obligations - Other Post-Employment Benefits (OPEB)  
(Rebecca Callen, Director of Administrative Services)

**DISCUSSION:** Gary Cline from Nicolay Consulting Group provided a presentation on the District's Ongoing Retiree Health Obligations (OPEB) Plan tracking, reporting, and funding. The District currently provides retiree health benefits, which is considered an OPEB. He explained that the District utilizes a "pay as you go" method to fund retiree health benefits for existing retirees and makes payments into a trust to prefund retiree health benefits for active employees. He reviewed the details of the current plan and answered questions from the Board on scenarios that could potentially change the way the District handles the funding in the future.

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

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

- 4b Discussion/Action regarding Appointment to Board Committees and Election of Members to Joint Power Authorities  
(Bertha Underhill, Board President)

**DISCUSSION:** President Underhill announced her selection of the following committee assignments for 2020:

Engineering Committee	Davidson / Thomas	Alternate Secada
Finance Committee	Underhill / Secada	Alternate Thomas
Legal Affairs Committee	Davidson / Ratterman	Alternate Thomas

President Underhill recommended the following slate of Associations and JPIA Assignments for 2020:

#### **Joint Power Authorities**

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

#### **Other Regional Organizations of Note**

Calaveras LAFCO	Ratterman / Thomas
Calaveras County Parks and Recreation Committee	Thomas (alt. Ratterman)
Highway 4 Corridor Working Group	Thomas / Underhill
Mountain Counties Water Resources Association (MCWRA)	All Board Members
Mokelumne River Association (MRA)	All Board Members
Tuolumne-Stanislaus Integrated Regional Water	Peter Martin (alt. Metzger)

**MOTION:** Directors Davidson/Secada–Approved the Slate of Associations and JPIA Assignments for 2020

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

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

4c Information Regarding Grant Funding for the West Point and Wilseyville Wastewater Facilities Consolidation Project (CIP 15072), SWRCB Project #C-06-7850-210 (Charles Palmer, District Engineer)

**DISCUSSION:** Mr. Metzger announced that the District was awarded a 4.75 million dollar grant to consolidate the West Point and Wilseyville plants. The funding is 100% grant funded due to the disadvantaged status of the communities served. The grant acceptance needs to be signed by 1/10/2020. He continued explain the project details and responded to questions from the Board.

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

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

4d Discussion/Action Regarding Awarding Construction Contract for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP #11098 (Damon Wyckoff, Director of Operations) **RES 2020-03**

**MOTION:** Directors Davidson/Secada–Adopted Resolution 2020-03 Construction Contract for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP #11098

**DISCUSSION:** Mr. Wyckoff presented the bid received from ERS Industrial Services for the Ebbetts Pass Hunters Water Treatment Plant Filter Rehabilitation CIP #11098. He reviewed the details of the project to rehabilitate one filter and the budget allocation of \$400,000. The ERS Industrial Services bid included two filters for \$470,000 which is a value to the District. Staff recommended the Board award the contract to ERS Industrial Services. There was brief discussion regarding the qualifications of ERS Industrial Services.

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

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



**5. OLD BUSINESS**

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

**MOTION: Directors Ratterman/Davidson–By Minute Entry Support the Building Proposal**

**DISCUSSION:** Mr. Williams presented the most recent building proposal. He discussed the preliminary site plan, floor plan, and building elevations. There was discussion between staff and the Board regarding the plans and the potential utilization of the building by the District. Director Davidson commented that in his professional opinion, the foundation is too thick. Mr. Williams agreed that the specs of the foundation could be amended. They reviewed all modifications made since the previous presentation. Mr. Williams also presented the financial considerations of the project. The estimated cost of the building to date is \$772,525. Most of the funding would come from Fund 104 (Admin Replacement) and Fund 108 (Interest Reserve). There was significant discussion on the specifics of the building plan. The Board voted to support the proposal and directed staff to prepare a Request for Proposal (RFP).

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

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

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

**6. REPORTS**

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

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

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

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

6b General Manager Report

**DISCUSSION:** Mr. Minkler reported on the following activities: 1) CIP meetings have begun for budget preparation; 2) the need for a Strategic Planning session with the Board; 3) the Bio-Mass Grant has been put on hold due to lack of staff time and staff will pursue partnerships to be better prepared to apply next year; 4) the Groundwater Sustainability Plan (GSP) is on the County agenda for adoption next Tuesday; 5) there was a meeting with Utica Water and Power Authority regarding the potential Slurry Line use; 6) the County has reached out with a Paving Program schedule and CCWD will try to match work with theirs where possible; and 7) there has been a lot of activity recently on Section 219 funding. An Army Corps work plan is anticipated to be submitted for approval by the 15<sup>th</sup> of this month and the District is hopeful that its project will be included.

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

Director Thomas had nothing to report.

Director Ratterman reported on the upcoming Mountain Counties meeting. He would also like to agendize the renaming of the Regulating Reservoir.

Director Davidson had nothing to report.

Director Secada had nothing to report.

Director Underhill reported that she is still getting thanks from her constituents for the Customer Assistance Program (CAP).

**8. NEXT BOARD MEETINGS**

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

The meeting adjourned into Closed Session at approximately 12:15 p.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Jeff Davidson, and Scott Ratterman; staff members Michael Minkler, General Manager, Peter Martin, Manager of Water Resources (for item 9a), and Stacey Lollar, Human Resources Manager (for item 9b).

**9. CLOSED SESSION**

- 9a Conference with Legal Counsel-Anticipated Litigation  
Significant Exposure to Potential Litigation-Government Code Section 54956.9(d)(2)-1 case.
- 9b Government Code § 54957.6 Agency Negotiators: General Manager, Michael Minkler, HR Manager, Stacey Lollar Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit.

**10. REPORTABLE ACTION FROM CLOSED SESSION**

The Board reconvened into Open Session at approximately 1:30 p.m. There was no reportable action.

**11. ADJOURNMENT**

With no further business, the meeting adjourned at 1:30 p.m.

By:

ATTEST:

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

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



**RESOLUTION NO. 2020-04**  
**RESOLUTION NO. PFA-03**  
**ORDINANCE NO. 2020-01**

**MINUTES**

**CALAVERAS COUNTY WATER DISTRICT  
SPECIAL BOARD MEETING**

**JANUARY 17, 2020**

- Directors Present: Bertha Underhill, President  
Scott Ratterman, Director  
Cindy Secada, Director  
Russ Thomas, Director
- Directors Absent: Jeff Davidson, Vice-President
- Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Stacey Lollar, Human Resources Manager  
Damon Wyckoff, Director of Operations  
Joel Metzger, External Affairs Manager  
Charles Palmer, District Engineer  
Peter Martin, Manager of Water Resources
- Others Present: Brian Poulsen, El Dorado Irrigation District  
Ellen Wehr, Grassland Water District

**ORDER OF BUSINESS**

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**1. ROLL CALL**

President Underhill called the Regular Board Meeting to order at 2:00 p.m. and led the pledge of allegiance. Director Davidson was absent.

**2. PUBLIC COMMENT**

There was no public comment.

**3. NEW BUSINESS**

- 3a Discussion regarding the Potential for Utilizing In-House Counsel  
(Michael Minkler, General Manager)

**DISCUSSION:** Mr. Minkler presented an evaluation of the District’s current relationship with legal counsel. He reviewed the District’s historical use and cost of outside Counsel. He also discussed the future legal needs and discussed whether the District would be better served by full-time in-house counsel. He presented two staffing options that could accommodate the addition of an in-house counsel staff member.

Option 1

- Create new position for General Counsel
- Hire an Engineering Tech II instead of the currently open Engineering Analyst

Option 2-

- Create new position for General Counsel
- Create a Water Resources Technician
- Hire an Engineering Tech II instead of the currently open Engineering Analyst
- Delete the soon to be vacated Manager of Water Resources position

There was discussion about how each position would cover the current needs of the District for each option. The budget considerations were reviewed as well as the organization structure, with General Counsel reporting directly to the Board. Mr. Minkler introduced Brian Poulsen, General Counsel for El Dorado Irrigation District and Ellen Wehr, General Counsel for Grassland Water District. They each presented the pros and cons of their positions in their Districts. There was discussion between the presenters, staff, and the Board regarding the possibilities. The Board thought option 1 was the most beneficial to the District and would like staff to come back with more details on that possibility.

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

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

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

Director Thomas had nothing to report.

Director Ratterman had nothing to report.

Director Secada is now the Treasurer of the Tuolumne-Stanislaus Integrated Regional Water Management JPA and will represent IRWM at the ACWA Conference.

Director Underhill reported that the Arnold area received a foot of snow in the last storm.

**5. NEXT BOARD MEETINGS**

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

**6. ADJOURNMENT**

With no further business, the meeting adjourned at 4:30 p.m.

By:

ATTEST:

---

Michael Minkler  
General Manager

---

Rebecca Hitchcock  
Clerk to the Board

DRAFT



**RESOLUTION NO. 2020-04**  
**RESOLUTION NO. PFA-03**  
**ORDINANCE NO. 2020-01**

**MINUTES**

**CALAVERAS COUNTY WATER DISTRICT  
REGULAR BOARD MEETING**

**JANUARY 22, 2020**

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

Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Charles Palmer, District Engineer  
Stacey Lollar, Human Resources Manager  
Damon Wyckoff, Director of Operations  
Joel Metzger, External Affairs Manager  
Patti Christensen, Accountant III  
Kevin Williams, Civil Engineer  
Jesse Hampton, Plant Operations Manager  
Tiffany Burke, Admin Tech-Senior  
Alesia Danner, Admin Tech I  
Sam Singh, Senior Engineering Technician  
Deja Howarth, HR Technician  
Corinne Skrbina, Customer Service Rep-Senior  
Holly Boehme, Customer Service Rep II  
Carol Bowen, Customer Service Rep I

Others Present: Sharon Romano

**ORDER OF BUSINESS**

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**1. ROLL CALL**

President Underhill called the Regular Board Meeting to order at 9:00 a.m. and led the pledge of allegiance.

**2. PUBLIC COMMENT**

There was no public comment.

**3. CONSENT AGENDA**

**MOTION:** Directors Ratterman/Davidson-Approved Consent Agenda Item:  
3b as presented

- Director Thomas pulled Item 3a from the Consent Agenda*
- 3a Review of the FY 2019-20 Second Quarter Investment Report  
(Rebecca Callen, Director of Administrative Services)
- 3b Authorized Signatures on Banking and Investment Accounts  
(Rebecca Callen, Director of Administrative Services)
- Umpqua Bank
  - Local Agency Investment Fund
  - Wells Fargo

**RES 2020-04**  
**RES 2020-05**  
**RES 2020-06**

**OFF CONSENT AGENDA**

- Director Thomas pulled Item 3a from the Consent Agenda*
- 3a Review of the FY 2019-20 Second Quarter Investment Report  
(Rebecca Callen, Director of Administrative Services)

**MOTION:** Directors Thomas/Secada-Approved Consent Agenda Item:  
3a as presented

**DISCUSSION:** Director Thomas referred to the Lehman Bros Note and inquired as to why it would show an investment cost of \$740k when the note has been in default for years. Ms. Christensen replied that the note has been written down but is not reflected on this report. She states that she will follow up with Rebecca Callen and this will be brought back at a future meeting.

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

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

**4. NEW BUSINESS**

- 4a Resolution of Appreciation for Peter Martin  
(Michael Minkler, General Manager)

**RES 2020-07**

**MOTION:** Directors Ratterman/Davidson-Adopted Resolution 2020-07 Approving  
the Resolution of Appreciation for Peter Martin.

**DISCUSSION:** Mr. Minkler presented the Resolution of Appreciation to Mr. Martin, who is leaving the District at the end of January. The Board each said kind words to Mr. Martin on his abilities and hard work over the years.

**PUBLIC COMMENT:** Staff members addressed the Board to compliment Mr. Martin on his time at the District and how he will be missed.

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

4b Discuss the Scheduling of a Strategic Planning Workshop  
(Bertha Underhill, Board President)

**DISCUSSION:** Mr. Minkler discussed the scheduling of a Strategic Planning Workshop with the Board. There was discussion about when to schedule the workshop and also the scheduling of the General Manager Evaluation. It was decided to separate the Strategic Planning workshop from the GM Evaluation. The Board scheduled the GM Evaluation for closed session in February and a Strategic Planning Workshop on March 4<sup>th</sup> at 1:00 p.m.

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

## 5. **REPORTS**

5a General Manager Report

**DISCUSSION:** Mr. Minkler reported on the following activities: 1) the passing of Steve Sarantopoulos; 2) the meeting with the Calaveras County Public Works department; 3) a reminder to the board regarding the post-holiday party this Friday; 4) update on the Section 219 Funding. There was discussion on this item and the Board scheduled a Legal Affairs Committee Meeting on Jan 30<sup>th</sup> at 8:30 a.m. to go over more legislative items in detail; and 5) the possible expansion of the scope of the Kirby, Gabor, and Garner Pipeline Replacement project.

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

Director Ratterman had nothing to report.

Director Thomas had nothing to report.

Director Davidson had nothing to report

Director Secada had nothing to report.

Director Underhill had nothing to report.

## 7. **NEXT BOARD MEETINGS**

- Wednesday, February 12, 2020, 9:00 a.m., Regular Board Meeting
- Wednesday, February 26, 2020, 9:00 a.m., Regular Board Meeting

The meeting adjourned into Closed Session at approximately 9:47 a.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Jeff Davidson, and Scott Ratterman; staff members Michael Minkler, General Manager, Peter Martin, Manager of Water Resources (for item 8a), and Stacey Lollar, Human Resources Manager (for item 8c).

## 8. **CLOSED SESSION**



- 8a Conference with Legal Counsel-Anticipated Litigation  
Significant Exposure to Potential Litigation-Government Code Section 54956.9(d)(2)- 1 case.
- 8b Conference with Legal Counsel – Existing Litigation  
Government Code § 54956.9(a) La Contenta Investors, LTD vs. CCWD  
(Calaveras County Superior Court #11CV37713)
- 8c Government Code § 54957.6 Agency Negotiators: General Manager, Michael Minkler, HR Manager, Stacey Lollar Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit

**9. REPORTABLE ACTION FROM CLOSED SESSION**

The Board reconvened into Open Session at approximately 12:30 p.m. There was no reportable action.

**10. ADJOURNMENT**

With no further business, the meeting adjourned at 12:31 p.m.

By:

ATTEST:

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

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

# Agenda Item

DATE: February 12, 2020  
TO: Michael Minkler, General Manager  
FROM: Rebecca Hitchcock, Clerk to the Board  
SUBJECT: Review Board of Directors Time Sheets for January, 2020

---

## **RECOMMENDED ACTION:**

For information only.

## **SUMMARY:**

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets from which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month of January, 2020.

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

## **FINANCIAL CONSIDERATIONS:**

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

*Attachments: Board of Directors Time Sheets for January 2020*











**Calaveras County Water District  
Claim Summary # 575**

Certificate of Administrative Officer

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



Rebecca Callen  
Director of Administrative Services

1. January 2020 payroll checks issued on 1/15/2020	166,424.65
2. January 2020 payroll checks issued on 1/31/2020	166,005.59
3. January 2020 compensation to Directors	1,462.76
4. Vendor payments for January 1 through 31, 2020	830,204.88
5. Other payroll related costs	<u>256,400.40</u>

**Claim Summary Total                    \$1,420,498.28**



Calaveras County Water District  
AP Disbursement Summary  
January 1-31, 2020

CCWD Operating Expenditures		\$ 444,455.52
Expenditures to be reimbursed from other agencies	(A)	35,530.00
Expenditures to be reimbursed from grant agreements	(B)	10,468.76
Fiduciary Payments (funds collected prior to expenditure)	(C)	88,332.22
Partial Reimbursement	(D)	111,192.51
Capital R&R Projects	(E)	34,904.84
Capital Outlay	(F)	105,321.03
Total Payments		\$ 830,204.88

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134466	A T & T	Internet Service (U Verse) 01/20 - LC Complex	01/10/2020	68.10
134467	A T & T	Phone 12/19 - SA Shop	01/10/2020	102.35
134589	A T & T	Leased Lines 01/20	01/16/2020	66.08
134590	A T & T	Internet Service 01/20 - LC	01/16/2020	53.50
134591	A T & T CALNET 3	Phone 12/19 - Camp Connell Radio Tower	01/16/2020	271.20
134468	A T & T CALNET3	Phone 12/19 - Dorrington P/S	01/10/2020	21.38
134469	A T & T CALNET3	Phone 12/19 - District Wide	01/10/2020	1,278.06
134470	A T & T CALNET3	Phone 12/19 - JLTC	01/10/2020	107.76
134471	A T & T CALNET3	Phone 12/19 - OP HQ Long Distance	01/10/2020	427.23
134472	A T & T CALNET3	Phone 12/19 - Hunters	01/10/2020	21.39
134473	A T & T CALNET3	Phone 12/19 - Azalea L/S	01/10/2020	19.72
134474	A T & T CALNET3	Phone 12/19 - CCWHSE	01/10/2020	3.81
134475	A T & T CALNET3	Phone 12/19 - OP HQ Back Up	01/10/2020	191.11
134476	A T & T CALNET3	T Line 12/19	01/10/2020	164.69
134477	A T & T CALNET3	Phone/Fax 12/19 - JLTC	01/10/2020	21.38
134649	A T & T CALNET3	Phone 01/20 - Dorrington P/S	01/24/2020	42.42
134650	A T & T CALNET3	Phone 01/20 - District Wide	01/24/2020	1,259.02
134651	A T & T CALNET3	T Line 01/20	01/24/2020	164.69
134478	A T & T MOBILITY	Cell Phone 01/20 - Brown	01/10/2020	75.94
134480	ACE ARMATURE & MOTOR SHOP, INC.	Pump Rebuild - WPWTP	01/10/2020	6,544.83
134480	ACE ARMATURE & MOTOR SHOP, INC.	Pump Repair - Mountain Retreat L/S	01/10/2020	135.88
134480	ACE ARMATURE & MOTOR SHOP, INC.	Mixer Motor Inspection - L/S #22	01/10/2020	506.88
134592	ACE ARMATURE & MOTOR SHOP, INC.	Pump Inspection - CC L/S #4	01/16/2020	841.50
134481	ACWA/JPIA	Dental Insurance, Employees (69) 02/20	01/10/2020	6,332.08 (D)
134481	ACWA/JPIA	Vision Insurance, Employees 02/20	01/10/2020	1,299.20
134481	ACWA/JPIA	EAP 02/20	01/10/2020	181.35
134481	ACWA/JPIA	Dental Insurance, Retirees (44) 02/20	01/10/2020	2,819.32
134481	ACWA/JPIA	Vision Insurance, Retirees 02/20	01/10/2020	798.08
134593	ACWA/JPIA	Workers Compensation Insurance Oct-Dec 2019	01/16/2020	23,149.77
134482	ADP INC	Payroll Processing Nov/Dec	01/10/2020	1,293.93
134652	ADP INC	Payroll Processing Dec/Jan	01/24/2020	1,303.67
134483	AFLAC	Aflac Insurance 12/19	01/10/2020	2,215.38 (C)
134485	ALHAMBRA DRINKING WATER	Water Cooler Service 12/19 - LCWWTP	01/10/2020	12.02
134486	ALHAMBRA DRINKING WATER	Water Cooler Service 12/19 - JLWTP	01/10/2020	43.92
134484	AL'S TIRE SERVICE	Seasonal Tire Change - Vehicle #533	01/10/2020	60.00
134653	AL'S TIRE SERVICE	Tires (4) Mounted/Balanced - Vehicle #714	01/24/2020	774.42
134594	AMERIPRIDE SERVICES,INC	Uniform Laundry Service	01/16/2020	1,987.77
134488	ANGELS HEATING AND AIR CONDITIONING	AC Unit Install - DF/VCTO Recycled Water Distribution Project	01/10/2020	6,113.00 (B)
134489	AQUA BEN CORPORATION	Hydrofloc - FMWWTP	01/10/2020	11,221.16
134654	AQUA TECH COMPANY	Redwood Tank Maintenance - CC B Tank	01/24/2020	2,114.00
134654	AQUA TECH COMPANY	Redwood Tank Maintenance - EP Meadowmont Tank	01/24/2020	900.00
134654	AQUA TECH COMPANY	Redwood Tank Maintenance - EP Big Trees Tanks 4/5	01/24/2020	3,650.00

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount	
134595	ARNOLD AUTO SUPPLY	Washer Fluid - Vehicle #129	01/16/2020	11.40	
134595	ARNOLD AUTO SUPPLY	Pick Set/Brakleen/Oil/Gloves - Vehicle #143	01/16/2020	92.23	
134595	ARNOLD AUTO SUPPLY	Ignition Coil - Vehicle #529	01/16/2020	32.16	
134595	ARNOLD AUTO SUPPLY	Washer Fluid/Wiper Blades/Water Repellant/Anti-Fog - Vehicle #717	01/16/2020	110.88	
134595	ARNOLD AUTO SUPPLY	Washer Fluid/Straps/Coolant Test Strips - Vehicle #721	01/16/2020	159.19	
134595	ARNOLD AUTO SUPPLY	Floor Liners - Vehicle #734	01/16/2020	148.12	
134595	ARNOLD AUTO SUPPLY	Welding Rods/Drill Bit/Paint/Deburring Tool - EP Barn	01/16/2020	47.74	
134595	ARNOLD AUTO SUPPLY	Oil/Filters/Lubricant - EP Generators	01/16/2020	487.38	
134595	ARNOLD AUTO SUPPLY	Torch Striker - SA Shop	01/16/2020	16.09	
134595	ARNOLD AUTO SUPPLY	Oil Filter - Arnold L/S #1	01/16/2020	27.68	
134595	ARNOLD AUTO SUPPLY	Oil - Arnold L/S #3	01/16/2020	17.12	
134490	ARNOLD TIRE AND AUTO CARE	Tires Mounted/Balanced - Vehicle #501	01/10/2020	150.00	
134490	ARNOLD TIRE AND AUTO CARE	Snow Tires (4) Mounted/Balanced - Vehicle #551	01/10/2020	1,383.67	
134490	ARNOLD TIRE AND AUTO CARE	Tires Mounted/Balanced - Vehicle #713	01/10/2020	80.00	
134490	ARNOLD TIRE AND AUTO CARE	Tires Mounted/Balanced - Vehicle #717	01/10/2020	80.00	
134490	ARNOLD TIRE AND AUTO CARE	Snow Tires (4) Mounted/Balanced - Vehicle #731	01/10/2020	1,090.88	
134596	ARNOLD TIRE AND AUTO CARE	Snow Tires (4) Mounted/Balanced - Vehicle #727	01/16/2020	1,034.88	
134597	BNN, LLC	Utility Reimbursement 12/19 - SA Shop	01/16/2020	299.88	
134655	BNN, LLC	Rent 02/20 - SA Shop	01/24/2020	3,000.00	
134656	BUY & SELL	Water Treatment Plant Operator III Recruitment Advertising	01/24/2020	133.00	
134493	CA/NV SECTION AWWA	Backflow Prevention Assembly Tester Cert Application - Hampton	01/10/2020	285.00	
134494	CABRAL	Mirror - Vehicle #723	01/10/2020	186.19	
134495	CALAVERAS AUTO SUPPLY	Tape/Paint/Glue/Diesel Exhaust Fluid/Heater Hose - CC L/S #6	01/10/2020	62.65	
134588	CALAVERAS COUNTY	Encroachment Permit - CC L/S #15/18 Rehab Project	01/13/2020	500.00	(E)
134598	CALAVERAS COUNTY ENVIRON HEALTH	Haz Mat Response Plan/CUPA - WPWTP	01/16/2020	227.00	
134598	CALAVERAS COUNTY ENVIRON HEALTH	Haz Mat Response Plan/CUPA - WPWWTP	01/16/2020	227.00	
134496	CALAVERAS LUMBER CO INC	Nuts/Bolts/Washers/Pulleys/Strut - Vehicle #720	01/10/2020	98.43	
134496	CALAVERAS LUMBER CO INC	Pliers/Paint/Knife/File/Aluminum/Straps/Hardware/Brush - Vehicle #730	01/10/2020	461.09	
134496	CALAVERAS LUMBER CO INC	Electrical Receptacle/USB Charger - DF/VCTO WWTP	01/10/2020	70.02	
134496	CALAVERAS LUMBER CO INC	Toilets (2) - Hunters WTP	01/10/2020	430.98	
134496	CALAVERAS LUMBER CO INC	Tubing Cutter/Fittings/Hose Bibb - CCWTP	01/10/2020	157.64	
134496	CALAVERAS LUMBER CO INC	Paint/Silicone/Hardware - DF/VCTO Recycled Water Distribution Project	01/10/2020	86.46	(B)
134497	CALIF SURVEYING/DRAFTING SPLY	HP Designjet Plotter Repair - Engineering	01/10/2020	325.54	
134498	CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal - District Wide	01/10/2020	1,523.77	
EFT	CALPERS	Jan 2020 Health Ins, Employees (62)	01/07/2020	104,860.43	(D)
EFT	CALPERS	Jan 2020 Health Ins, Retirees (52)	01/07/2020	43,214.11	
134499	CALTEL	Leased Lines 12/19	01/10/2020	1,452.67	
134657	CAMPORA	Propane - Wallace	01/24/2020	6.55	
134500	CARBON COPY INC	Copies/Copier Maintenance 12/19	01/10/2020	129.33	
134658	CARBON COPY INC	Toner	01/24/2020	859.18	
EFT	CARD SERVICES	ACWA Conference Lodging/Meals/Taxi/Parking - Minkler	01/24/2020	394.20	
EFT	CARD SERVICES	ACWA Conference Meal - Callen	01/24/2020	22.05	

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount	
EFT	CARD SERVICES	Small Water Systems O&M Course Enrollment - Rose	01/24/2020	50.00	
EFT	CARD SERVICES	Water Treatment Plant Operator Course Enrollment - Jarnagin	01/24/2020	160.53	
EFT	CARD SERVICES	Mail Chimp Services 12/19 - Metzger	01/24/2020	17.99	
EFT	CARD SERVICES	Hosted E-Mail 12/19 - OP HQ	01/24/2020	604.98	
EFT	CARD SERVICES	Internet E-Mail Back Up 01/20 - OP HQ	01/24/2020	29.90	
EFT	CARD SERVICES	Internet Service 01/20 - Hunters WTP	01/24/2020	86.87	
EFT	CARD SERVICES	Notary Error/Omissions Insurance - Hitchcock	01/24/2020	78.00	
EFT	CARD SERVICES	IT File Synchronization/Web Update - OP HQ	01/24/2020	114.95	
EFT	CARD SERVICES	Meeting Supplies	01/24/2020	38.96	
EFT	CARD SERVICES	Engine Interface Connector - Vehicle #127	01/24/2020	310.00	
EFT	CARD SERVICES	Fuel Pump Handle - Vehicle #724	01/24/2020	94.80	
EFT	CARD SERVICES	Laser Pointer - Board Room	01/24/2020	39.41	
EFT	CARD SERVICES	Phone Cases/Surface Pro Screen Protectors/Stylus/Cables - District Wide	01/24/2020	2,515.90	
EFT	CARD SERVICES	Water Treatment Plant Operator III Recruitment Advertising	01/24/2020	200.00	
EFT	CARD SERVICES	Training Supplies	01/24/2020	21.00	
134501	CARSON HILL ROCK PRODUCTS	3/4 Class II AB/Asphalt Grindings - DF/VCTO Recycled Water Distr Project	01/10/2020	1,504.46	(B)
134599	CDK SUPPLY	Conduit/Fittings/Electrical Box - AWWTP Flow Meter	01/16/2020	73.39	
134502	CDTFA	Diesel Taxes July-Sept 2019	01/10/2020	18.96	
134503	CENTRAL CALIFORNIA GENERATOR	Gasket/Filters - L/S #40	01/10/2020	374.93	
134504	CHEMTRAC INC	Crank Assembly/Yoke/Piston - JLWTP	01/10/2020	1,123.00	
134659	CHEMTRAC INC	Probe/Pistons - WPWTP	01/24/2020	668.00	
134505	CITY OF ANGELS	Sewer Service 12/19 - Six Mile Village	01/10/2020	3,465.75	
134506	CLARK PEST CONTROL	Pest Control Service 12/19 - JLWTP	01/10/2020	62.00	
134506	CLARK PEST CONTROL	Pest Control Service 12/19 - OP HQ	01/10/2020	125.00	
134506	CLARK PEST CONTROL	Pest Control Service 12/19 - Wallace WWTP	01/10/2020	122.00	
134601	CLARK PEST CONTROL	Pest Control Service 01/20 - WPWTP	01/16/2020	106.00	
134601	CLARK PEST CONTROL	Pest Control Service 01/20 - Burson	01/16/2020	551.00	
134660	CLARK PEST CONTROL	Pest Control Service 01/20 - FMWWTP	01/24/2020	87.00	
134661	COLEMAN ENGINEERING, INC.	Engineering/Design Services - EP Techite Pipeline Replacement Project	01/24/2020	220.00	(E)
134507	COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 01/20	01/10/2020	1,467.18	
134508	COMCAST	Internet Service 01/20 - JLWTP	01/10/2020	118.08	
134509	COMCAST	Internet Service 01/20 - DF/VCTO WWTP	01/10/2020	113.08	
134510	COMCAST	Internet Service 01/20 - JLWTP	01/10/2020	220.91	
134511	COMCAST	Internet Service 01/20 - OP HQ	01/10/2020	153.08	
134662	COMCAST	Internet Service 02/20 - JLTC	01/24/2020	109.69	
134512	CONDOR EARTH TECHNOLOGIES INC	Maintenance Oversight/Annual Report - White Pines	01/10/2020	856.25	
134512	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - WPWWTP	01/10/2020	5,528.01	(F)
134512	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - Wallace WWTP	01/10/2020	3,958.00	(F)
134512	CONDOR EARTH TECHNOLOGIES INC	Leachfield Evaluation - AWWTP	01/10/2020	1,355.00	
134512	CONDOR EARTH TECHNOLOGIES INC	Groundwater Monitoring	01/10/2020	2,223.00	
134602	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - WPWWTP	01/16/2020	935.00	(F)
134602	CONDOR EARTH TECHNOLOGIES INC	Monitoring Well Installation - Wallace WWTP	01/16/2020	1,142.50	(F)

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount	
134602	CONDOR EARTH TECHNOLOGIES INC	Groundwater Monitoring	01/16/2020	2,108.00	
134513	CONETH SOLUTIONS INC	IT Services 12/19	01/10/2020	1,725.00	
134514	COPPER AUTO & MARINE	Flashlight - Vehicle #132	01/10/2020	21.42	
134514	COPPER AUTO & MARINE	Battery - Vehicle #142	01/10/2020	151.05	
134514	COPPER AUTO & MARINE	Lamp/Wiper Blades/Fluid - Vehicle #714	01/10/2020	48.83	
134514	COPPER AUTO & MARINE	Towels/Diesel Exhaust Fluid - Vehicle #723	01/10/2020	40.71	
134514	COPPER AUTO & MARINE	Hydraulic Filter - CCWWTP	01/10/2020	30.01	
134514	COPPER AUTO & MARINE	Battery - CC L/S #4	01/10/2020	282.06	
134514	COPPER AUTO & MARINE	Gasket Sealer/Drain Pan/Plastic Restore/Antifreeze - L/S #15	01/10/2020	59.36	
134514	COPPER AUTO & MARINE	Paint/Battery Cable Terminal - CC C Tank	01/10/2020	29.02	
134515	CPPA	Power 12/19 - District Wide	01/10/2020	64,640.02	
134516	CPUD	Water Service 12/19 - OP HQ	01/10/2020	307.68	
134664	CRWA	Workshop Expo 2020 Registration - Utility Dept (4)	01/24/2020	2,380.00	
134664	CRWA	Workshop Expo 2020 Registration - Engineering Dept (1)	01/24/2020	595.00	
134603	CWEA	Collection System Maintenance, Grade 2 Cert Renewal - Burkhardt	01/16/2020	94.00	
134603	CWEA	Collection System Maintenance, Grade 2 Cert Renewal - Zanardi	01/16/2020	94.00	
134603	CWEA	Membership Renewal - Zanardi	01/16/2020	192.00	
134518	D&D SEEDS AND FARM EQUIPMENT SALES	Snow Plow/Blade Crate/Control Kit/Adapter/Shoe - EP Barn	01/10/2020	7,447.73	(F)
134604	DATAPROSE	UB Statement Processing 12/19	01/16/2020	4,014.31	
134665	DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 01/20	01/24/2020	294.71	
134519	DOWNEY BRAND ATTORNEYS LLP	Legal Services 09/19	01/10/2020	20,520.46	
134606	EBBETTS PASS GAS SERVICE	Fuel 12/19	01/16/2020	3,326.23	
134520	EBBETTS PASS LUMBER	Glue/Primer/Coupling/Union/Muriatic Acid/Fabric Seal - AWWTP	01/10/2020	140.21	
134520	EBBETTS PASS LUMBER	Lock/Seal/Cleaner/Wedges/Heater - Hunters WTP	01/10/2020	106.99	
134520	EBBETTS PASS LUMBER	Thermostat - Big Trees Tank #2 Generator	01/10/2020	20.37	
134521	EDGES ELECTRICAL GROUP, LLC	Starter/Contactors/Heater Element - CCWTP Pump	01/10/2020	578.08	
134521	EDGES ELECTRICAL GROUP, LLC	Mixer Cord - L/S #22	01/10/2020	278.39	
134607	ENTERPRISE FM TRUST	Vehicle Lease (6) 01/20	01/16/2020	17,454.68	
134522	EUROFINS EATON ANALYTICAL, INC	Water Testing 11/19	01/10/2020	625.00	
134666	FASTENAL	Gloves - JL	01/24/2020	769.15	
134667	FEDERAL EXPRESS	Shipping 01/20	01/24/2020	31.09	
134523	FERGUSON ENTERPRISES, INC	RR Meters (25) - Ebbetts Pass	01/10/2020	7,308.54	(E)
134523	FERGUSON ENTERPRISES, INC	Valves/Nipples - Ebbetts Pass	01/10/2020	282.58	
134523	FERGUSON ENTERPRISES, INC	PRV/Vault/Lid - CC Sawmill	01/10/2020	67,783.29	(F)
134608	FERGUSON ENTERPRISES, INC	RR Meters (60) - CCWHSE	01/16/2020	16,602.30	(E)
134668	FERGUSON ENTERPRISES, INC	Repair Coupling - CCWHSE	01/24/2020	257.91	
134524	FGL ENVIRONMENTAL	Waste Water Testing 12/19	01/10/2020	2,188.00	
134524	FGL ENVIRONMENTAL	Water Testing 12/19	01/10/2020	3,890.50	
134669	FGL ENVIRONMENTAL	Waste Water Testing 01/20	01/24/2020	1,690.00	
134669	FGL ENVIRONMENTAL	Water Testing 01/20	01/24/2020	3,003.00	
134525	FLO-LINE TECHNOLOGY, INC	Mixer - L/S #22	01/10/2020	3,888.84	
134525	FLO-LINE TECHNOLOGY, INC	Pump - L/S #41	01/10/2020	8,793.48	

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134526	FOOTHILL MATERIALS	3/4 Class II AB - Collections Crew	01/10/2020	156.50
134527	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 12/19 - Sheep Ranch	01/10/2020	93.50
134527	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 12/19 - Wallace	01/10/2020	93.50
134670	FOOTHILL PRINTING & GRAPHICS	Envelope Stock - OP HQ	01/24/2020	1,761.41
134528	FOREST MEADOWS OWNERS ASSOC	2020 Road Access Fee	01/10/2020	394.00
134529	GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	01/10/2020	1,187.50
134529	GAMBI DISPOSAL INC.	Bio-Solids Removal - DF/VCTO WWTP	01/10/2020	553.85
134529	GAMBI DISPOSAL INC.	Bio-Solids Removal - FMWWTP	01/10/2020	633.65
134529	GAMBI DISPOSAL INC.	Bio-Solids Removal - LCWWTP	01/10/2020	475.00
134530	GENERAL PLUMBING SUPPLY CO INC	Couplings/Gaskets/Bolt Sets - DF/VCTO Recycled Water Distribution Proj	01/10/2020	2,002.38 (B)
134672	GENERAL PLUMBING SUPPLY CO INC	Brass Union - DF/VCTO Recycled Water Distribution Project	01/24/2020	98.59
134531	GENERAL SUPPLY COMPANY	Wire - DF/VCTO Recycle Water Distribution Project	01/10/2020	762.46 (B)
134532	GOVCONNECTION, INC	USB/HD Adaptor - OP HQ	01/10/2020	34.43
134610	GOVCONNECTION, INC	Thinkbook/Software - Minkler	01/16/2020	1,414.98
134610	GOVCONNECTION, INC	UPS Replacement Batteries/Cartridges - Electrical Stock	01/16/2020	1,180.68
134610	GOVCONNECTION, INC	Desktop Computers(6)/Software - OP HQ	01/16/2020	7,600.70
134533	GRAINGER	Motor - LCWWTP Sludge Rake	01/10/2020	512.67
134533	GRAINGER	Chair Mat/Pliers/Bushings - JLWTP	01/10/2020	121.85
134533	GRAINGER	Fan - Big Trees Tank #2 Generator	01/10/2020	31.94
134673	GRAINGER	Peroxide - JLWTP	01/24/2020	17.31
134612	GUYS SAW CENTER	Generator Repair - LCWHSE	01/16/2020	90.87
134534	HACH COMPANY	SC200 Controller/Return - DF/VCTO WWTP	01/10/2020	91.54
134534	HACH COMPANY	StablCal/Reagents - WPWTP	01/10/2020	272.76
134534	HACH COMPANY	SC200 Controller - Hunters WTP	01/10/2020	2,471.42
134534	HACH COMPANY	Chlorine Analyzer Repair - Wallace WTP	01/10/2020	1,313.40
134535	HOLT OF CALIFORNIA	Block Heater - CCWTP Raw Water Generator	01/10/2020	833.59
134614	HUGHESNET	Internet Service 01/20 - AWWTP	01/16/2020	80.94
134674	HUNT & SONS, INC	Diesel - CC	01/24/2020	1,170.68
134674	HUNT & SONS, INC	Diesel - WP	01/24/2020	1,985.11
134537	INKS, KEVIN	Crane Services - Hunters WTP Pump/Motor Install	01/10/2020	400.00
134538	IRON MOUNTAIN	Document Destruction 12/19	01/10/2020	151.36
134539	JAMESVILLE OFFICE FURNITURE	Office Furniture - OP HQ	01/10/2020	2,198.56
134540	JS WEST PROPANE GAS	Propane - JL	01/10/2020	410.24
134615	KASL CONSULTING ENGINEERS	Construction Management Services - Ebbetts Pass Reach 1 Pipeline Repl	01/16/2020	10,274.00 (E)
134542	LAWSON PRODUCTS INC	Safety Harness - Vehicle #723	01/10/2020	549.89
134617	LIEBERT CASSIDY WHITMORE	Conference Registration - Callen	01/16/2020	500.00
134543	LOWE'S	Tool Box - Vehicle #730	01/10/2020	80.87
134618	MAIL FINANCE	Mail Equipment Lease Nov-Jan	01/16/2020	1,097.48
134675	MARK LOWE	Flat Bed Build/Install/Recess Fuel Tank - Vehicle #724	01/24/2020	3,200.00
134675	MARK LOWE	Safety Platform - DF/VCTO WWTP	01/24/2020	2,000.00
134619	MARTIN, PETER	Groundwater Authority Meeting Mileage Reimbursement	01/16/2020	56.35
134545	MATHESON TRI-GAS, INC	Liquid Oxygen - JLWTP	01/10/2020	6,395.44

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134676	MINKLER, MICHAEL	ACWA Conference Airfare Reimbursement	01/24/2020	175.96
134546	MISCOWater	Filters - DF/VCTO WWTP	01/10/2020	424.71
134547	MODESTO AIRCO GAS & GEAR	Cylinder Rental 01/20	01/10/2020	91.00
134677	MODESTO STEEL INC	Metal Pipe/Angle Iron - DF/VCTO WWTP Safety Ramps	01/24/2020	598.18
134549	MOORMAN'S WATER SYSTEM INC.	Replace Pump/Labor - Wallace Well #2	01/10/2020	18,526.50 (F)
134550	MOTHER LODE ANSWERING SERVICE	Answering Service 01/20	01/10/2020	554.30
134551	MOUNTAIN OASIS PURIFIED WATER	Water Cooler Service/Supplies 12/19 - District Wide	01/10/2020	138.20
134678	MUTUAL OF OMAHA	Life/AD&D/STD/LTD Insurance, Employees 01/20	01/24/2020	6,475.53
134552	NASH CHEVRON	Seasonal Tire Change - Vehicle #730	01/10/2020	80.00
134621	NASH CHEVRON	Snow Tires (4) Mounted/Balanced - Vehicle #150	01/16/2020	1,136.75
134553	NEOFUNDS BY NEOPOST	Postage 12/19	01/10/2020	1,000.00
134622	NEW FRONTIER AUTO SUPPLY INC	Wire/Light Kit - Vehicle #724 Flatbed Construction	01/16/2020	1,160.27
134679	NEW YORK LIFE	Life Insurance 12/19	01/24/2020	1,124.36 (C)
134623	NHU DESIGN	Website Hack Response Services	01/16/2020	87.55
134624	NORDAHL LAND SURVEYING	Land Surveying/Lot Line Adjustment - OP HQ Corp Yard	01/16/2020	630.00
134554	NORTHSTAR CHEMICAL	Sodium Hydroxide - LCWWTP	01/10/2020	2,745.60
134625	NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	01/16/2020	1,148.97
134680	NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	01/24/2020	2,202.18
134555	NTU TECHNOLOGIES INC	Ferric Sulfate - CCRCP	01/10/2020	9,116.38
134681	NTU TECHNOLOGIES INC	CE 919 Polymer - AWWTP	01/24/2020	2,840.74
134681	NTU TECHNOLOGIES INC	CE 919 Polymer - FMWWTP	01/24/2020	1,420.37
134681	NTU TECHNOLOGIES INC	CE 919 Polymer - DF/VCTO WWTP	01/24/2020	1,420.37
134627	OCCU-MED, LTD	Pre-Employment Exam - Utility Staff	01/16/2020	276.50
134556	O'CONNELL & DEMPSEY, LLC	Legislative Advocacy Consulting Services 11/19	01/10/2020	5,000.00
134626	O'REILLY AUTO PARTS	Wire Harness/Wiper Blades/Wiper Fluid/Splices - Vehicle #527	01/16/2020	75.40
134557	OUTWEST TIRE AND REPAIR	Oil/Filter Service - Vehicle #132	01/10/2020	138.80
134682	OUTWEST TIRE AND REPAIR	Tire Repair - Vehicle #303	01/24/2020	20.00
134558	P G & E	Power 12/19 - JLTC	01/10/2020	151.54
134559	P G & E	Power 12/19 - Wallace Spray Fields	01/10/2020	27.49
134560	P G & E	Power 12/19 - Warmwood L/S	01/10/2020	17.75
134561	P G & E	Power 12/19 - Woodgate L/S	01/10/2020	23.17
134562	P G & E	Power 12/19 - VS House	01/10/2020	23.70
134628	P G & E	Gas 12/19 - OP HQ	01/16/2020	131.97
134629	P G & E	Power 12/19 - SA Shop	01/16/2020	1,314.86
134563	PACE SUPPLY CORP	Insta-Tites/Couplings/Adapters/Tees/Ball Valves - LCWHSE	01/10/2020	6,435.09
134563	PACE SUPPLY CORP	Gaskets/Nuts/Bolts/Flanges/Spool - JLWTP Ductile	01/10/2020	3,928.35
134683	PACE SUPPLY CORP	Pipe - CCWHSE	01/24/2020	1,130.13
134684	PAYMENTUS GROUP INC	Programming Credit	01/24/2020	(5,000.00)
134684	PAYMENTUS GROUP INC	Payment Processing 12/19	01/24/2020	7,653.49
134630	PINNACLE ASSET INTEGRITY SERVICES	Electrical/Instrumentation Tech Training 12/19	01/16/2020	2,000.00
134564	PK SAFETY SUPPLY	Oxygen Sensor - Collections Crew	01/10/2020	176.96
134565	POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	01/10/2020	257.40

CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134565	POTRERO HILLS LANDFILL	Bio-Solids Disposal - DF/VCTO WWTP	01/10/2020	262.80
134565	POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	01/10/2020	207.90
134565	POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	01/10/2020	261.14
134685	POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	01/24/2020	258.00
134685	POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	01/24/2020	930.20
134566	R & B COMPANY	Redi-Clamps - LCWHSE	01/10/2020	3,933.24
134568	ROBERTS, MATHEW	OP HQ Travel Reimbursement	01/10/2020	19.61
134631	ROSE, RONALD	Safety Boot Reimbursement	01/16/2020	187.67
134631	ROSE, RONALD	Winter Weather Gear Reimbursement	01/16/2020	182.83
134569	ROURKE, MICHAEL	2019 Scholarship Program Award	01/10/2020	500.00
134686	RYAN HERCO PRODUCTS CORP.	PVC Fittings/Glue/Primer - CCWTP Ozone Repair	01/24/2020	170.48
134632	SAFETY CENTER, INC	Safety Training Symposium Registration - Howarth	01/16/2020	100.00
134633	SAMORANO, MICHAEL	Safety Boot Reimbursement	01/16/2020	200.00
134634	SAPIENS TREE SERVICE & LOGGING	Tree Falling/Removal - Radio Tower	01/16/2020	600.00
134635	SECO CONTROLS, LLC	Magnetic Flow Meter - Sheep Ranch WTP	01/16/2020	3,414.66
134571	SEIU LOCAL 1021	Union Dues/COPE Donation 12/19	01/10/2020	2,790.00 (C)
134572	SENDERS MARKET INC	Vacuum/Surge Protector/Vinegar/Electrical Outlet/Bolts/Washers - JLWTP	01/10/2020	294.22
134572	SENDERS MARKET INC	Union/Gloves/Drain Unclog/Riser Adapter/Bolt Kit - Collections Crew	01/10/2020	191.75
134572	SENDERS MARKET INC	Hooks/Clamps/Oil/Drill Bits/Screws/Rags - Southworth WWTP	01/10/2020	99.20
134572	SENDERS MARKET INC	Pipe/Couplings - FMWWTP	01/10/2020	9.82
134687	SIERRA JANITORIAL SUPPLY	Paper Towels/Tissue Paper/Trash Bags/Glass Cleaner - OP HQ	01/24/2020	451.03
134573	SIGNAL SERVICE	Alarm Service Jan-Mar - District Wide	01/10/2020	1,954.20
134574	SLAKEY BROS - JACKSON	Pipe/Fittings/Valve Boxes - Collections Crew	01/10/2020	1,840.64
134636	SLAKEY BROS - JACKSON	Ball Valves/Caps - LCWHSE	01/16/2020	1,230.07
134688	STAPLES CREDIT PLAN	Office Supplies	01/24/2020	678.55
EFT	STATE BOARD OF EQUALIZATION	Use Tax Oct-Dec 2019	01/17/2020	1,058.00
134637	SWRCB	Waste Water Treatment Plant Op, Grade 2 Cert Renewal - Cammisa	01/16/2020	110.00
134689	SWRCB-DIVISION WATER QUALITY	Permit Fee - Ebbetts Pass Reach 1 Pipeline Replacement Project	01/24/2020	682.00
134575	TALLEY	Telemetry Antennas (3) - Electricians	01/10/2020	2,170.56
134690	TIFCO INDUSTRIES	Wire/Cutoff Wheels/Goggles/First Aid Supplies/Pry Bar - SA Shop	01/24/2020	1,055.71
134578	TIRE RACK	Tires (4) - Vehicle #614	01/10/2020	1,023.39
134578	TIRE RACK	Tires (4) - Vehicle #716	01/10/2020	992.80
134639	UNION PUBLIC UTILITY DISTRICT	Water Service 12/19 - Six Mile Village	01/16/2020	168.00
134640	UNITED PARCEL SERVICE	Shipping Dec/Jan	01/16/2020	128.40
134641	US BANK CORP TRUST SVCS	Dalee/Cassidy Assessment District Debt Service Payment	01/16/2020	19,191.66 (C)
134641	US BANK CORP TRUST SVCS	Fly In Acres Assessment District Debt Service Payment	01/16/2020	44,584.38 (C)
134641	US BANK CORP TRUST SVCS	Saddle Creek Assessment District Debt Service Payment	01/16/2020	12,855.77 (C)
134642	US GEOLOGICAL SURVEY	Streamgaging Program 10/19-09/20	01/16/2020	35,530.00 (A)
134580	USA BLUE BOOK	Probe Stand/CL2 Pump Hose/Magnetic Stirring Bar - SRWTP	01/10/2020	312.31
134580	USA BLUE BOOK	Floats - Electricians	01/10/2020	285.07
134580	USA BLUE BOOK	2100N StablCal/Turbidmeter - CCWTP	01/10/2020	453.87
134580	USA BLUE BOOK	2100N StablCal/pH Probe/Turbidmeter - CCWWTP	01/10/2020	297.76



CCWD  
AP DISBURSEMENTS  
JANUARY 1-31, 2020

Check No.	Vendor/Employee	Transaction Description	Date	Amount
134643	USA BLUE BOOK	Turbidity Lamps/Absorbic Acid/Reagent - JLWTP	01/16/2020	691.31
134643	USA BLUE BOOK	Iron Reagent - Wallace WTP	01/16/2020	53.58
134643	USA BLUE BOOK	Lamp Assembly - LCWWTP	01/16/2020	125.16
134692	USA BLUE BOOK	Cleaning Brush - CCWWTP	01/24/2020	49.37
134581	UTICA WATER & POWER AUTHORITY	Hunters Reservoir Pumping 12/19 - 9.01 AF	01/10/2020	517.26
134693	VERIFIED FIRST, LLC	Background Investigation - Utility Staff	01/24/2020	36.50
134582	VERIZON WIRELESS	Cell Phone Service 12/19	01/10/2020	3,399.90
134644	VERIZON WIRELESS	Cell Phone Service 01/20	01/16/2020	3,455.72
134583	VOLCANO TELEPHONE COMPANY	Phone 01/20 - WPWWTP	01/10/2020	164.03
134583	VOLCANO TELEPHONE COMPANY	Phone/Fax 01/20 - WPWTP	01/10/2020	393.55
134694	WAGeworks	FSA Admin 12/19	01/24/2020	200.00
134695	WEAVER, TOM	Oil/Filter Service - Vehicle #713	01/24/2020	128.54
134696	WECO INDUSTRIES	Sewer Hose - Collections Crew	01/24/2020	1,800.39
134584	WEST POINT LUMBER INC	Bottled Water - WP	01/10/2020	7.98
134584	WEST POINT LUMBER INC	Oil/Antifreeze/Ice Scraper - Vehicle #731	01/10/2020	58.11
134584	WEST POINT LUMBER INC	Rope/Caulking - WPWTP Roof Repair	01/10/2020	68.17
134584	WEST POINT LUMBER INC	Batteries/Water/Tee/Stake Wire/Drop Cloth/Buckets/Lids - WPWTP	01/10/2020	98.04
134584	WEST POINT LUMBER INC	Paper Towels - Construction Crew	01/10/2020	9.52
134584	WEST POINT LUMBER INC	Wiper Blades - Vehicle #131	01/10/2020	21.43
134584	WEST POINT LUMBER INC	Rain Gauge - WPWWTP	01/10/2020	2.99
134645	WESTERN HYDROLOGICS	White Pines Gaging Project 12/19	01/16/2020	1,516.98
134645	WESTERN HYDROLOGICS	Gage Installation/Maintenance - Bear Creek Diversion	01/16/2020	1,535.56
EFT	WEX BANK	Fuel 12/19	01/13/2020	11,094.67
134646	WHOLESALE SEPTIC SUPPLIES LLC	Septic Tank Pumps (2) - Collections Crew	01/16/2020	550.00
134647	WILLDAN	Assessment District Services - 9S4 Arnold	01/16/2020	1,071.18 (C)
134647	WILLDAN	Assessment District Services - DaLee Cassidy	01/16/2020	481.64 (C)
134647	WILLDAN	Assessment District Services - Fly In Acres	01/16/2020	695.26 (C)
134647	WILLDAN	Assessment District Services - Wallace	01/16/2020	679.45 (C)
134647	WILLDAN	Assessment District Services - 3A West Point	01/16/2020	458.33 (C)
134647	WILLDAN	Assessment District Services - Saddle Creek	01/16/2020	2,184.81 (C)
134585	WQI	Distribution Review Course, Grade D3/4/5 - Brown	01/10/2020	700.00
134586	YOUNG'S COPPER ACE HARDWARE	Hardware/Tape/Compound/Lumber/Propane/Knife/Drill Bit - CCWHSE	01/10/2020	103.72
134586	YOUNG'S COPPER ACE HARDWARE	Scrub Brush - CCWTP	01/10/2020	6.42
134586	YOUNG'S COPPER ACE HARDWARE	Light Bulb/Batteries - Electricians	01/10/2020	21.96
134648	ZYSMAN, JASON	First Aid/CPR Bloodborne Pathogens Training - District Wide	01/16/2020	3,000.00
	Employee Medical Reimbursements (2)			800.00
	Customer Refunds (8)			2,944.60
Total January 2020 AP Disbursements				<u>830,204.88</u>

**RESOLUTION NO. 2020- \_\_\_\_**

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

**RATIFYING CLAIM SUMMARY NO. 575**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 575 at the Regular Meeting held on February 12, 2020 and

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

**NOW, THEREFORE, BE IT RESOLVED** that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 575 in the amount of \$1,420,498.28 for the month of January, 2020.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of February, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Bertha Underhill, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: January 22, 2020

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Amendment No. 4 to Ground Lease for Saddle Creek Golf Course Maintenance Facilities

---

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ to adopt Resolution 2020-\_\_\_ approving Amendment No. 4 to the Ground Lease for the Saddle Creek Golf Course Maintenance Facilities.

## SUMMARY:

On October 25, 1995, CCWD entered into a “Ground Lease for Golf Course Maintenance Facilities” (Lease Agreement) with Cloudburst Partners, L.P. (Cloudburst) per CCWD Board Resolution 95-109 (attached). In 1999, Cloudburst assigned its interests under the Lease Agreement to Castle and Cooke Saddle Creek, Inc. (C&C). In 2018, Castle and Cooke Saddle Creek, Inc. assigned its interest under the Lease Agreement to CV Development Partners, LLC.

## FINANCIAL CONSIDERATIONS:

Current payments under the ground lease are \$4,600 per year.

*Attachments: Resolution 95-109  
Assignment and Assumption Agreement  
Resolution 2020-\_\_\_ - Adopting the Assignment and Assumption Agreement Relative to the Ground Lease for the Saddle Creek Golf Course Maintenance Facilities*

Return TO:  
CALAVERAS COUNTY WATER DISTRICT  
San Andreas, California 95249

COMPARED

*J. Dooley*

*nil*

23)

RESOLUTION NO. 95-109

BE IT RESOLVED that the Board of Directors of CALAVERAS COUNTY WATER DISTRICT does hereby authorize the execution of a Ground Lease for Golf Course Maintenance Facilities with CLOUDBURST PARTNERS relative to the Saddle Creek Assessment District Project, said terms and conditions more specifically set forth in said Ground Lease, attached hereto and made a part hereof.

FURTHER RESOLVED that the President or General Manager are authorized to execute said Lease.

PASSED AND ADOPTED this 25th day of October, 1995 by the following vote:

- AYES: Directors Dunn, Dooley, Geiszler, Weinkle and Hodgson
- NOES: None
- ABSENT: None

CALAVERAS COUNTY WATER DISTRICT

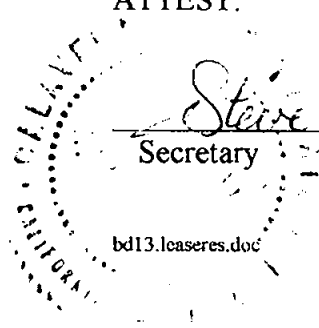
*Bruce R. Weinkle*

President

ATTEST:

*Steve Adle*

Secretary



**GROUND LEASE  
FOR GOLF COURSE MAINTENANCE FACILITIES**

---

**I. PARTIES; OPENING CLAUSE; WORDS OF LEASING**

This Ground Lease is made on October 25, 1995 (the "Commencement Date"), between Calaveras County Water District, hereafter called Lessor, and Cloudburst Partners, a California limited partnership, hereafter called Lessee. Lessor leases to Lessee, and Lessee hires from Lessor the premises hereafter described.

**II. PURPOSE**

The intended use of the leased premises is for a golf course maintenance building, yard, nursery, stormwater detention, recreational vehicle and boat storage, and all other purposes reasonably necessary thereto.

**III. PREMISES**

**A. Definition**

Except as expressly provided to the contrary in this Lease, reference to "premises" is to the described land plus any described appurtenances, exclusive of any improvements now or hereafter located on the premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property, and without regard to whether ownership of the improvements is in the Lessor or in the Lessee.

**B. Legal Description**

The legal description of the premises consisting of approximately 5.5 acres of land, including any appurtenances, is attached as Exhibit A, and incorporated by reference herein.

**IV. TERM**

The term of this Lease is 10 (ten) full calendar years, beginning at midnight on the Commencement Date and ending at midnight on October 24, 2005, unless terminated sooner or extended as provided for in this Lease.

Lessee may, at Lessee's option, extend the original term of this Lease for 4 (four) additional period(s) of 10 (ten) years each, subject to all the provisions of this Lease including but not limited to provisions for adjustments to and variations in rent. Failure to exercise the option for any period shall nullify the option for all subsequent periods.

Written notice of Lessee's option to extend the term of this Lease must be given to Lessor no less than 90 days prior to the scheduled termination of the Lease.

Notwithstanding any other provision of this Lease, the right of the Lessee to use the Premises for recreational vehicle and boat storage shall terminate with the conclusion of the first term of this Lease.

**V. RENT; SECURITY; OTHER PAYMENTS**

**A. Lessee's Covenant to Pay**

Lessee shall pay without abatement, deduction, or offset the following sums:

**B. Rent**

1. Rent shall be in the amount of \$2,500.00 (two thousand five-hundred dollars) per year. Rent shall be due on the first day of the term, and on the first date each year thereafter.

2. Should the Lessee exercise an option to extend this Lease, then the yearly rent for each option period shall increase over the rent charged in the initial term of this Lease by a percentage amount equal to the change in the CPI for Western Communities population index of 50,000-330,000. Notwithstanding the foregoing sentence, the amount of any increase applicable to any extended term shall not exceed one thousand dollars (\$1,000.00).

**C. Taxes; Assessments**

1. On Real and Personal Property

All personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, the Leasehold estate, ~~or any subleasehold estate~~, to the full extent of installments falling due during the term, whether belonging to or chargeable against Lessor or Lessee. Lessee shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

2. Prorations

a. For First and Final Years of Term

All payments of taxes or assessments or both, except permitted installment payments, shall be prorated for the year in which the Lease terminates. For permitted installment payments of which at least the first installment fell due before commencement of the term, Lessee shall pay all installments falling due after commencement of the term. For permitted installment payments of which the first installment falls due during the final year of the term, Lessee shall pay only the installment(s) falling due before expiration of the term.

3. Lessee's Right to Contest

Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this Lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment, or charge, Lessee may withhold or defer payment or pay under protest but shall protect Lessor and the premises from any lien by adequate surety bond or other appropriate security.

Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on Lessee's preventing any liens from being levied on the premises or on Lessor (other than the statutory lien of Revenue and Taxation Code section 2187).

4. Exemptions

Lessee's obligation to pay taxes or assessments levied or charged against the premises or improvements or against specified personal property shall not include the following, whatever they may be called: income, or profits taxes levied or assessed against Lessor by federal, state, or other governmental agency; estate, succession, inheritance, or transfer taxes of Lessor; or corporation, franchise, or profits taxes imposed on the corporate owner of the fee title of the premises. If, however, during the term, taxes are imposed, assessed, or levied on the rents derived from the premises in lieu of all or any part of real property taxes, personal property taxes, or real and personal property taxes that Lessee would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on Lessor's income, Lessee shall pay the taxes as provided above for property taxes and assessments.

Lessee shall also defend and indemnify Lessor and the premises against liability for taxes and other impositions in the nature of a tax on the right to do business when Lessor's collection of rent under this Lease is defined as doing business.

## VI. USES; PURPOSES

In addition to the purposes set forth in paragraph II of this Lease, the Lessee shall have the right to engage in the following activities:

### A. Construction

#### 1. Lessee's Election to Construct New Improvements

At any time and from time to time during the term, Lessee may, but is not obligated to, construct or otherwise make new improvements on any part or all of the premises and to demolish, remove, replace, alter, relocate, reconstruct, or add to any existing improvements (if any) in whole or in part, and to modify or change the contour or grade, or both, of the land. Except as provided for in subparagraph B, all salvage shall belong to Lessee.

Prior to constructing any improvements, Lessee shall submit to Lessor for approval, a set of plans and specifications for the improvements. Lessor shall promptly review the plans and shall approve or disapprove the plans within fourteen (14) calendar days. If Lessor disapproves the plans, the Lessor shall specify in writing the grounds for the disapproval. Lessor's failure to act within the fourteen (14) day period shall constitute approval. The General Manager is authorized to review and act upon the plans and specifications.

#### 2. Lessee's Right to Grant Easements

Subject to the approval of Lessor, such approval not to be unreasonably withheld, Lessor grants to Lessee the right to grant to public entities or public service corporations, for the purpose of serving only the premises, rights of way or easements on or over the premises for poles or conduits or both for telephone, electricity, water, sanitary or storm sewers or both, and for other utilities and municipal or special district services.

#### 3. Lessee Required to Maintain Premises

##### a. Definition of Duty; Compliance with Laws

Throughout the term, Lessee shall, at Lessee's sole cost and expense, maintain the premises and all improvements in good condition and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming



jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the premises or improvements or both.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement, or as limiting provisions relating to condemnation or to damage or destruction during the final year or years of the term. No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Lessee to any offset, abatement, or reduction in rent nor to any termination or extension of the term.

b. Right to Contest Governmental Order

Lessee has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to Lessor, the validity or application of any law, ordinance, order, rule, regulation, or requirement (hereafter called law) that Lessee repair, maintain, alter, or replace the improvements in whole or in part, and Lessee shall not be in default for failing to do such work until a reasonable time following final determination of Lessee's contest. If Lessor gives notice of request, Lessee shall first furnish Lessor a bond, satisfactory to Lessor in form, amount, and insurer, guaranteeing compliance by Lessee with the contested law and indemnifying Lessor against all liability that Lessor may sustain by reason of Lessee's failure or delay in complying with the law. Lessor may, but is not required to, contest any such law independently of Lessee. Lessor may, and on Lessee's notice of request shall, join in Lessee's contest.

**B. Ownership of Improvements**

At the expiration of the term, Lessee shall remove any or all improvements and personal property, provided all resultant injuries to the premises and remaining improvements are completely remedied and Lessee complies with Lessor's reasonable requirements respecting the resultant appearance. If however, no more than 180 days, and no less than 90 days prior to the expiration of the term, Lessor gives written notice to Lessee to not remove specified improvements affixed to the Premises, the Lessee shall not remove the improvements so specified in the notice given by Lessor.

**VII. COVENANT TO CONSTRUCT FENCE**

Within 180 days following the initiation of construction of the maintenance building, Lessee shall construct a fence and locked entry gates surrounding the Premises.

### VIII. ASSIGNMENT

#### A. Assignment

##### 1. Lessee's Right to Assign

Subject to approval of the Lessor, such approval not to be unreasonably withheld, Lessee shall have the right to assign or otherwise transfer Lessee's interest in this Lease and the estate created by this Lease.

##### 2. Lessee's Nonliability After Assignment

On any assignment made in accordance with the provisions and conditions of this Lease, Lessee shall have no further obligation under this Lease and, as between Lessor and Lessee, shall be considered to have assigned to assignee all claims against Lessor arising under this Lease. Nothing herein contained shall be construed to release Lessee from any liability or obligation arising before the effective date of the assignment.

### IX. INSURANCE AND INDEMNITY

#### A. General Liability

Lessee shall maintain general liability as follows: \$1,000,000.00 (one million dollars) per occurrence for bodily injury, personal injury and property damage.

#### B. Worker's Compensation

Lessee shall carry such insurance as will protect CCWD and Lessee from claims under Worker's Compensation and Employers Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. This insurance shall also waive all right to subrogation against CCWD, its employees, directors, and officers and agents.

#### C. Proof of Insurance

Prior to execution of the Lease, Lessee shall file with Lessor a certificate of insurance from insurer certifying to the coverage of insurance required herein (a Certificate of Insurance). It is recommended that the insurer have a rating of no less than A:VII. Said insurance shall name Lessor, its directors, officers, employees and volunteers as additional insureds, and shall have a 30-day advance notice of cancellation or change in policy terms. Lessee, upon demand of Lessor, shall deliver to Lessor the entire policy, proof of payment of premiums, etc., as appropriate.

**D. Indemnification**

Lessee shall indemnify and hold harmless and defend Lessor, its directors, officers, and employees, agents or volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including any directors, officers, employees, agents or volunteers of Lessee or Lessor, and damages to or destruction of property of any person, including but not limited to Lessor and/or Lessee and its directors, officers, employees, agents or volunteers, arising out of Lessee's operation on or connection with the Premises, regardless of any negligence of Lessor or its directors, officers, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of Lessor or its directors, officers, employees, agents or volunteers.

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance of which is the responsibility of Lessee.

Lessee shall defend, at Lessee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Lessor, or Lessor's directors, officers, employees, agents or volunteers.

Lessee shall pay and satisfy any judgment, award or decree that may be rendered against Lessor or its directors, officers, employees, agents or volunteers, in any such aforesaid suit, action or other legal proceeding.

Lessee shall reimburse Lessor and its directors, officers, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection with such aforesaid suit, action or other legal proceeding or in enforcing the indemnity herein provided.

**X. CONDEMNATION**

In the event of a final order of possession pursuant to a complaint in condemnation of any portion of the premises, the Lessee shall have the right to cancel this Lease, and shall be entitled from the condemnation award, the reasonable value of all of the improvements placed there by Lessee, said value to be measured at the time of the final order of possession.

**XI. DEFAULT; REMEDIES**

**A. Lessee's Default**

**1. Introductory Clause**

Each of the following events shall be a default by Lessee and a breach of this Lease:

**a. Failure to Perform Lease Covenants**

Abandonment or surrender of the premises or of the Leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this Lease.

**b. Attachment or Other Levy**

The subjection of any right or interest of Lessee in the Premises or any improvements attached thereto, to attachment, execution, or other levy, or to seizure under legal process, if not released within 120 days.

**c. Insolvency, Bankruptcy**

An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 120 days after the assignment, filing, or other initial event.

**2. Notice and Right to Cure**

**a. The word "default" in this Lease includes breach.**

**b. Notice as Precondition to Lessor's Remedies**

As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee. Each notice of default shall specify in detail the alleged event of default and the intended remedy.

c. Lessee's Right to Cure Defaults

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Lessee as provided in this Lease directed to be paid as rent, Lessee shall have 90 (ninety) days after notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice commence curing the default and shall have 90 days after notice is given, to complete the cure plus any additional period that is reasonably required for the curing of the default.

**B. Lessor's Remedies**

1. Introductory Clause

If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative.

2. Nonmonetary Remedies

a. Termination

Lessor may at Lessor's election terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the premises and in all improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the premises and all improvements in broom-clean condition, and Lessor may reenter and take possession of the premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

b. Reentry Without Termination

Lessor may at Lessor's election reenter the premises, and, without terminating this Lease, at any time and from time to time relet the premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Lessor may at Lessor's election eject all persons or eject some and not others or eject none. Lessor shall apply all rents from reletting first to Lessor for sums then due and owing by Lessee to Landlord, with the remainder to Lessee. Any reletting may be for the remainder of the term or for a longer or shorter period. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the premises or improvements or both. Lessee shall nevertheless pay to Lessor on the due dates

specified in this Lease the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the avails of any reletting. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee notice of termination.

c. Lessee's Personal Property

Lessor may at Lessor's election use Lessee's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

3. Monetary Remedies

a. Recovery of Rent

Lessor shall be entitled at Lessor's election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 7% (seven percent) per year from the due date of each installment. Avails of reletting shall be applied, when received, as follows: (1) to Lessor to the extent that the avails for the period covered do not exceed the amount due from and charged to Lessee for the same period; and (2) the balance to Lessee.

b. Damages

Lessor shall be entitled at Lessor's election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment, or other award, less the avails of all relettings and attornments [and less all amounts by which Lessor should reasonably have mitigated those rental losses], plus interest on the balance at the rate of 7% (seven percent) per year; and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the premises at the higher of the fair rental value as then encumbered by the Lease and improvements and the fair rental value unencumbered by the Lease and improvements. "Worth," as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment, or award, plus one percent.

**C. Notice of Lessor's Default; Lessee's Waiver**

Lessor shall not be considered to be in default under this Lease unless: (1) Lessee has given notice specifying the default; and (2) Lessor has failed for 90 (ninety) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. Lessee waives the protections of

Civil Code sections 1932 and 1933.

**D. Provisions Applicable to Both Parties**

1. Unavoidable Default or Delay

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Lease for the payment of rent, taxes, insurance, or obligations to pay money that are treated as rent. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease), casualties not contemplated by insurance provisions of this Lease, or other causes beyond the reasonable control of the party obligated to perform.

2. Waiver, Voluntary Acts

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension, or renewal of the Lease or revocation of any notice of other act by Lessor.

3. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the Court or Arbitrators in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. Arbitration is an action for the purpose of this provision.

4. Arbitration

Any controversy arising from this Agreement or its breach shall be determined by three arbitrators appointed as set out below:

A. Within 20 days after a notice by either party to the other requesting arbitration and stating the basis for the party's claim, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each part to the other when made.

B. The two arbitrators shall immediately choose a third arbitrator to act with them. If a party fails to select an arbitrator within the time allowed or if the two arbitrators fail to select a third arbitrator within 20 days after their appointment, on application by either party the additional arbitrator shall be promptly appointed by the then presiding judge of the Superior Court of the State of California for the County of Calaveras. The party making the application shall give the other party 10 days notice of the application.

C. The arbitration shall be conducted under Code of Civil Procedure sections 1280-1294.2. Hearings shall be held in Calaveras County, California. All notices, including notices under Code of Civil Procedure section 1290.4, shall be given as provided in paragraph 14.

D. Both parties shall be entitled to engage in discovery.

**NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING FROM THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING FROM THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

LESSOR'S INITIALS   *sf*   LESSEE'S INITIALS   *[Signature]*



## **XII. GENERAL CONDITIONS; MISCELLANEOUS PROVISIONS**

### **A. Transactions Between Parties**

#### **1. Notice**

Definition of notice; application of provision. As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or elections required unless the provision giving the election or option expressly requires notice. Unless the provisions of this Lease on rent direct or otherwise, rent shall be sent in the manner provided for giving delivery of notice.

Writing. All notices must be in writing; provided that no writing other than the check or other instrument representing the rent payment itself need accompany the payment of rent.

Delivery. Notice is considered given either: (a) when delivered in person to the recipient named as below; or (b) 5 days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to Lessor: CALAVERAS COUNTY WATER DISTRICT  
Attn: General Manager  
P.O. Box 846  
San Andreas, CA 95249

Notice to Lessee: Cloudburst Partners, a California  
limited partnership  
Attn: Project Manager  
Haas and Haynie Corporation  
395 Oyster Point Blvd., Suite 309  
South San Francisco, CA 94080

Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

#### **2. Estoppel Certificates**

At any time and from time to time, within 21 days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting

party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, and investment banker of either party and by any prospective purchaser or encumbrancer of the premises or improvements or both or of all or any part or parts of Lessee's or Lessor's interests under this Lease.

Lessee's failure to execute, acknowledge, and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by Lessee to all persons entitled to rely on the statement that this Lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the date of the notice.

### 3. Joint and Several Obligations

If either Lessor or Lessee consists of more than one person, the obligation of all such persons is joint and several.

#### **B. Interpretation of Lease**

This Lease shall be interpreted as if prepared by both parties.

##### 1. Definitions

Person means person or persons or other entity or entities or any combination of persons and entities.

Individual person means a human being.

Lessor means the person who is the owner at the time in question of the premises, whether singular or plural in number, and whether named in this Lease as Lessor or having become the successor in interest of the named Lessor, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law.

Lessee means the person named as Lessee in this Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of Lessee, or the successor of a successor, including by assignment. It does not, however, include any person claiming under any transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment.

Chattel means personal property that has not become affixed to the premises or to the improvements on the premises. Disputes, to which Lessor, Lessee, or any mortgagee are parties in any combination, on the question whether any item or items are chattels, shall be submitted to arbitration.

Trade fixtures are chattels.

Premises are defined in the article on Premises.

2. Captions, Table of Contents

The table of contents of the Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

3. Gender

The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

4. Singular and Plural

The singular number includes the plural whenever the context so requires.

5. Exhibits

All Exhibits to which reference is made in this Lease are incorporated in the Lease by respective references to them, whether or not they are actually attached, provided they have been signed or initialled by the parties. Reference to "this Lease" includes matters incorporated by reference.

6. Entire Agreement

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

7. Severability

The invalidity or illegality of any provision shall not affect the remainder of the Lease.

C. Successors

Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

XIII. EXPIRATION; TERMINATION

A. Lessee's Duty to Surrender

At the expiration or earlier termination of the term, Lessee shall surrender to Lessor the possession of the premises. Surrender or removal of improvements, fixtures, trade fixtures, and improvements shall be as directed in provisions of this Lease on ownership of improvements at termination (VI C). Lessee shall leave the surrendered premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that Lessee is required to surrender shall become Lessor's property at termination of the Lease. All property that Lessee is not required to surrender but that Lessee does abandon shall, at Lessor's election, become Lessor's property at termination.

If Lessee fails to surrender the premises at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by and succeeding tenant founded on or resulting from Lessee's failure to surrender.

B. Holding Over

This Lease shall terminate without further notice at expiration of the term. Any holding over by Lessee after expiration shall not constitute a renewal or extension or give Lessee any rights in or to the premises except as otherwise expressly provided in this Lease.

C. Early Termination

Notwithstanding other provision contained herein, Lessee may terminate this Lease upon giving one year written notice to Lessor.

**XIV. EXECUTION; ABSTRACT, MEMORANDUM, OR SHORT FORM OF LEASE**

**A. Execution in Counterparts**

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**B. Recordation of Abstract Only**

The Lessee shall have the option to record either this Lease or an Abstract of Lease. At the Lessee's request, the parties shall execute the Abstract in form and substance as may be required by a title insurance company insuring Lessee's leasehold estate, and sufficient to give constructive notice of the Lease to subsequent purchasers and mortgagees.



**LESSOR**

By: **CALAVERAS COUNTY WATER DISTRICT**

Dated: Oct 25, 1995

By: *ABWemble*

Title: President

**ATTEST:**

**ATTEST:**

*Steve Feltz*  
Secretary

**LESSEE**

By: **CLOUDBURST PARTNERS, a  
California limited partnership  
Haas and Haynie Corporation,  
Managing General Partner**

Dated: 10/24/95, 1995

By: *[Signature]*

Title: President

**APPROVED AS TO FORM:**

*Christine D. Tulhain*  
DISTRICT LEGAL COUNSEL

9510 10 2  
prev. 9509.2.2

EXHIBIT ~~B~~<sup>A</sup>

MAINTENANCE YARD - LEASE

A portion of that certain 252.548 acre parcel of land as described in Exhibit "A" in the Grant Deed from Great Lakes Development Company, Inc. to Calaveras County Water District, recorded in Book 743, Page 525 of Official Records of Calaveras County and shown as that certain 252.548 acre parcel of land for wastewater disposal on that certain Record Of Survey Map filed for record on November 5, 1985 in Book 14, Page 74 of Record Of Surveys in the Office of the Calaveras County Recorder and lying within the Northwest Quarter of Fractional Section 26, T.1 N., R.12 E., M.D.M., Calaveras County, California, described as follows:

Commencing at a brass capped 3/4 inch iron rod stamped L.S. 3482 accepted as marking the section corner common to Sections 21, 22, 27 and 28, T.1 N., R.12 E., M.D.M., as shown on that certain Record Of Survey Map filed for record on August 6, 1969 in Book 7 of Record Of Surveys at Page 180 in the Office of the Calaveras County Recorder; thence, with bearings based upon said Record Of Survey Map filed in Book 14, Page 74 of Record Of Surveys, S 73°51'56" E, 5717.67 feet to an angle point on the west line of said 252.548 acre parcel of land, said point being marked by a 3/4 inch rebar, tagged L.S. 2716, as the same is shown as monumenting the southerly terminus of the course shown as North, 1310.00 feet on said Record Of Survey Map filed in Book 14, Page 74 of Record Of Surveys and the TRUE POINT OF BEGINNING of the herein described parcel of land; thence, leaving said west line, the following nineteen (19) courses:

1.) S 62°00'00" E, 83.75 feet; 2.) S 84°40'00" E, 64.25 feet;  
3.) S 31°40'00" W, 111.75 feet; 4.) S 36°40'00" E, 147.00 feet;  
5.) S 05°40'00" E, 171.75 feet; 6.) S 40°40'00" E, 118.50 feet;  
7.) N 69°20'00" E, 61.75 feet; 8.) N 29°00'00" E, 142.00 feet;  
9.) N 59°20'00" E, 156.00 feet; 10.) N 42°40'00" E, 79.50 feet;  
11.) N 30°00'00" E, 64.50 feet; 12.) N 03°00'00" E, 205.25 feet;  
13.) N 30°00'00" W, 82.00 feet; 14.) N 80°00'00" W, 91.25 feet;  
15.) S 57°40'00" W, 89.75 feet; 16.) N 68°00'00" W, 107.00 feet;  
17.) S 76°00'00" W, 145.25 feet; 18.) N 61°00'00" W, 64.25 feet;  
19.) N 77°20'00" W, 118.74 feet to the west line of said 252.548 acre parcel of land; thence South, along said west line, 126.72 feet to the TRUE POINT OF BEGINNING and containing 5.55 acres.

Bearings contained herein conform to the California Coordinate System, Zone III.

END OF DESCRIPTION

Portion:

55-051-08



# EXHIBIT MAP

MAINTENANCE YARD - LEASE  
PORTION NW 1/4, SECTION 26  
T. 1 N., R. 12 E., M.D.M.  
CALAVERAS COUNTY, CALIFORNIA

**PREPARED BY:**

SIERRA ENGINEERING ASSOCIATES, LTD.  
130 EAST ST. CHARLES ST.  
SAN ANDREAS, CA 95249

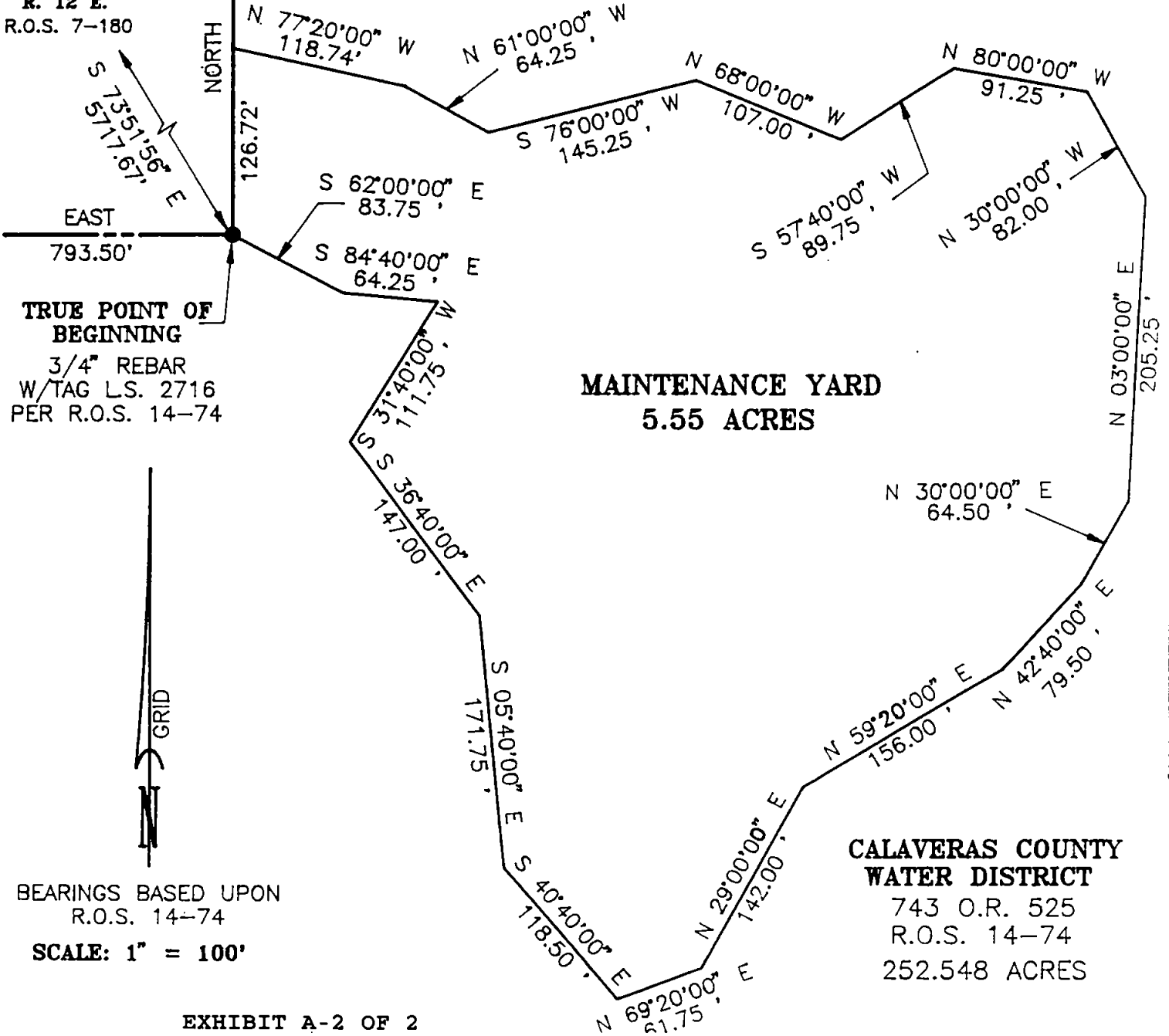
**PREPARED FOR:**

HAAS AND HAYNIE CORPORATION  
395 OYSTER POINT BLVD., SUITE 309  
SOUTH SAN FRANCISCO, CA 94080

SADDLE CREEK SUBDIVISION  
CLOUDBURST PARTNERS LP  
O.R. 992005006  
APN 58-026-02, 03  
APN 55-051-06, 07

WEST LINE C.C.W.D.  
743 O.R. 525  
R.O.S. 14-74

T. 1 N.  
21 22  
28 27  
R. 12 E.  
R.O.S. 7-180



**MAINTENANCE YARD**  
5.55 ACRES

**CALAVERAS COUNTY**  
**WATER DISTRICT**  
743 O.R. 525  
R.O.S. 14-74  
252.548 ACRES

**TRUE POINT OF BEGINNING**  
3/4" REBAR  
W/TAG L.S. 2716  
PER R.O.S. 14-74

BEARINGS BASED UPON  
R.O.S. 14-74  
SCALE: 1" = 100'

EXHIBIT A-2 OF 2

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

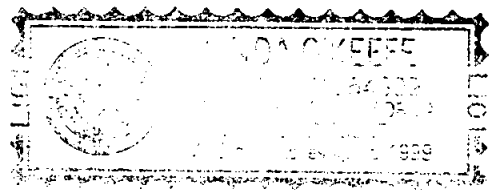
State of Calif

County of Calaveras

On April 17, 1997 before me, Linda O'Keefe  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared R.G. (Dick) Weinkle  
Name(s) of Signer(s)

personally known to me - **OR** -  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.



WITNESS my hand and official seal.

Linda O'Keefe  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

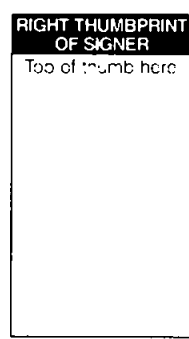
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

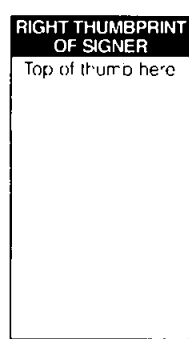
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Recording Requested by:  
Calaveras County Water District  
After Recordation, Mail to:

Calaveras County Water District  
P.O. Box 846  
San Andreas, CA 95249

**No Recording Fee Required**

---

Space above this line for recorder's use

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO THE GROUND LEASE FOR GOLF COURSE MAINTENANCE  
FACILITIES, BY AND BETWEEN CASTLE & COOKE CALIFORNIA, INC., A  
CALIFORNIA CORPORATION, AND CALAVERAS COUNTY WATER DISTRICT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter this "Assignment and Assumption Agreement") is entered into as of the 15<sup>th</sup> day of November, 2018 (the "Effective Date"), by and between CASTLE & COOKE CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and SADDLE CREEK GOLF CLUB, LLC, a Delaware limited liability company (hereinafter "Assignee").

RECITALS

A. On October 25, 1995, Calaveras County Water District and Cloudburst entered into that certain Ground Lease for Golf Course Maintenance Facilities, which was assigned by Cloudburst to Assignor by that certain Assignment and Assumption Agreement dated April 28, 1999 by and between Cloudburst, Castle & Cooke Saddle Creek, Inc. and Assignor. Assignor is successor by merger to Castle & Cooke Saddle Creek, Inc. The Ground Lease for Golf Course Maintenance Facilities was amended by that certain Amendment No. 1 to Lease Agreement dated December 7, 2005, by that certain Amendment No. 2 to Ground Lease Agreement dated February 7, 2012, and by that certain Amendment No. 3 to Ground Lease Agreement dated August 14, 2018 (collectively, the "Ground Lease").

B. The leased premises under the Ground Lease is used for a golf course maintenance building and other uses relating to Assignor's real property commonly known as the Saddle Creek Golf Club (hereinafter the "Subject Property").

C. Assignee has acquired the Subject Property from Assignor.

D. Assignor desires to assign to Assignee all of Assignor's interests, rights and obligations under the Ground Lease.

E. Assignee desires to assume all of Assignor's interests, rights and obligations and other terms and conditions under the Ground Lease.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of the rights, interest, burdens and obligations of Assignor under the Ground Lease.

2. Effective as of the Effective Date, Assignee hereby assumes all of the burdens and obligations of Assignor under the Ground Lease, agrees to observe and fully perform all of the duties and obligations of Assignor under the Ground Lease, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon the Effective Date, Assignee shall be substituted for Assignor as the "Lessee" under the Ground Lease.

3. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address for the Assignee described in Section XII.A.1. of the Ground Lease shall be 11755 Wilshire Blvd., Suite 1250, Los Angeles, CA 90025.

5. Nothing in this Assignment and Assumption Agreement is intended to modify or amend the Amended and Restated Purchase and Sale Agreement and Joint Escrow Instructions by and between Assignor, et. al. and Assignee, et. al. with respect to the Subject Property, or otherwise, and in the event of any inconsistency between this Assignment and Assumption Agreement and Purchase and Sale Agreement, the terms and conditions of the Purchase and Sale Agreement shall control.

***Signatures on following page.***

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR:  
CASTLE & COOKE CALIFORNIA, INC.,  
a California corporation

By: Laura Whitaker  
Name: Laura Whitaker  
Title: President

ASSIGNEE:  
SADDLE CREEK GOLF CLUB LLC, a  
Delaware limited liability company

By: COPPER VALLEY PARTNERS LLC,  
a Delaware limited liability company  
Its Manager

By: Richard J. Nathan  
Name: Richard J. Nathan  
Title: Managing Member

ACCEPTED AND AGREED TO BY CALAVERAS COUNTY WATER DISTRICT, a political subdivision of the State of California.

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

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

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

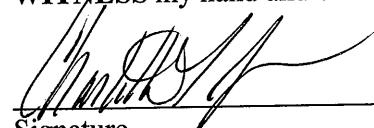
Date: \_\_\_\_\_

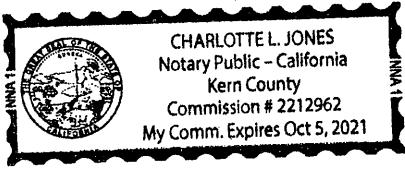
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF Kern )

On June 12, 2019 before me, Charlotte L. Jones, Notary Public, personally appeared Laura Whitaker, 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



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

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.  
\_\_\_\_\_  
Signature

CALIFORNIA ACKNOWLEDGMENT

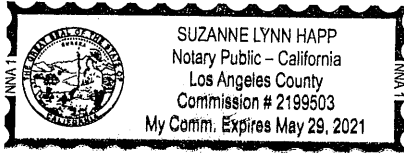
CIVIL CODE § 1189

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

State of California }
County of Los Angeles }

On JUNE 20, 2019 before me, SUZANNE LYNN HAPP, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared RICHARD NATHAN
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document ASSIGNMENT + ASSUMPTION - GROUND LEASE
Title or Type of Document: GOLF COURSE MAINTENANCE BLDG. CASTLE - COOKE + CALAVERAS COUNTY WATER

Document Date: \_\_\_\_\_ Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer - Title(s): \_\_\_\_\_
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer - Title(s): \_\_\_\_\_
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer is Representing: \_\_\_\_\_



**RESOLUTION NO. 2020 - \_\_**

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

**APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO  
THE GROUND LEASE FOR THE SADDLE CREEK GOLF  
COURSE MAINTENANCE FACILITIES**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT by Resolution No. 95-109, authorized the execution of a Ground Lease for Golf Course Maintenance Facilities (Lease) with Cloudburst Partners, L.P. (Cloudburst); and

**WHEREAS**, by Resolution 99-50 Cloudburst assigned its interests under the Lease to Castle & Cooke Saddle Creek Inc.; and

**WHEREAS**, Castle & Cooke now desires to assign its interests under the Lease to Saddle Creek Golf Course LLC.; and

**WHEREAS**, the Board of Directors of the Calaveras County Water District does hereby find Section VTII, Paragraph "A" of the Lease permits assignment is subject to approval by CCWD.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby approves the Assignment and Assumption Agreement of the Ground Lease for Golf Course Maintenance Facilities between the Calaveras County Water District and Saddle Creek Golf Course, LLC.

**BE IT FURTHER RESOLVED** that the Board of Directors does hereby authorize the General Manager to execute any and all documentation with regard to this said assignment and the Clerk (or other designated agent) is hereby authorized to record any said documentation as may be required, all said documentation as attached to this resolution.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of February, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Bertha Underhill, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: February 12, 2020

TO: Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

RE: Action Regarding Professional Services Agreement for Geotechnical Testing for the Ebbetts Pass Reach 1 Pipeline Project

---

## RECOMMENDED ACTION:

Motion \_\_\_\_/\_\_\_\_ adopting Resolution No.2020-\_\_ authorizing a professional services agreement for geotechnical testing for the Ebbetts Reach 1 Pipeline Replacement Project

## SUMMARY:

To perform necessary soil compaction density tests in the field throughout construction of the Reach 1 project, soil laboratory tests, related inspection services, and reporting requirements, the District must retain with a qualified and licensed geotechnical firm. The scope of work for geotechnical services was based on the anticipated level of effort to support the construction schedule provided by Mozingo to complete the Reach 1 pipeline project before the end of year 2020. For the 2020 construction season, the District obtained quotes from three qualified firms regularly offering and performing geotechnical services in Calaveras County as summarized below.

FIRM	FEE
Condor Earth Technologies	\$86,750
Youngdahl Consulting Group, Inc.	\$116,120
NV5 (formerly Holdrege & Kull)	\$99,337

The District previously retained Condor to perform geotechnical services on the Reach 1 project from July through November 2019 at a cost of \$23,950. While another firm could be equally engaged at this time for 2020, staff recommends continuing to work with Condor for the remainder of the Reach 1 project based on the quality of work, responsiveness and Condor's positive working relationship with staff. The new scope of work for 2020 construction season and fee of \$86,750 will bring the total services provided by Condor to \$110,700 for both 2019 and 2020.

## **FINANCIAL CONSIDERATIONS:**

None at this time. The subject professional services contract will be within the existing FY 2019-20 budget with carryover upon future approval of the FY 2020-21 budget.

*Attachments: Resolution No.2020-\_\_\_ - Authorizing a Professional Services Agreement for Geotechnical Testing for the Ebbetts Pass Reach 1 Pipeline Project, CIP #11085  
Condor Proposal*

**RESOLUTION NO. 2020 - \_\_\_**

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

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR  
GEOTECHNICAL TESTING FOR THE  
EBBETTS PASS REACH 1 PIPELINE PROJECT, CIP #11085**

**WHEREAS**, the District must retain a qualified geotechnical firm to perform soil compaction tests in the field and other geotechnical services during construction of the Ebbetts Pass Reach 1 project to satisfy inspection and reporting requirements; and

**WHEREAS**, staff previously engage Condor in the 2019 construction season to perform soils testing on the Reach 1 project with prior fees of \$23,950; and

**WHEREAS**, for 2020 construction season, considering prior expenditures and purchasing policy, staff obtain quotes from three qualified firms regularly offering and performing geotechnical testing services in Calaveras County; and

**WHEREAS**, while any of these firms are qualified, staff recommends working with Condor for the remainder of the Reach 1 project based on their prior quality of work, responsiveness and positive working relationship with staff.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby authorize the General Manager enter into a professional services agreement with Condor Earth Technologies for geotechnical services for the Reach 1 project in a total contract amount of \$110,700 accounting for prior fees of \$23,950 for past work in 2019 and new fees of \$86,750 for work in 2020.

**PASSED AND ADOPTED** this 12<sup>th</sup> of February, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Bertha Underhill, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



**CONDOR EARTH**  
188 Frank West Circle, Suite 1  
Stockton, CA 95206  
209.234.0518  
Fax 209.234.0538  
www.condorearth.com

Condor Proposal No. 7517B

January 7, 2020

Mr. Charles Palmer  
Calaveras County Water District  
120 Toma Court / P.O. Box 846  
San Andreas, California 95247

**Subject: Proposal for Materials Testing and Inspection Services  
Ebbetts Pass Reach 1 Water Transmission Pipeline Project - MTSI  
Arnold, California**

Dear Mr. Palmer:

Per your request, via email dated December 17, 2019, Condor is pleased to submit the following proposal to perform materials testing and inspection services for the Ebbetts Pass Reach 1 Water Transmission Pipeline Project, located in Arnold, California.

Please find attached two(2) alternate cost estimates for the remaining portion of the work on this project, along with our Fee Schedules.

We appreciate the opportunity to present this proposal and trust it will meet your needs. Written acceptance of this proposal will serve as our notice to proceed. If you have any questions, please feel free to call me at (209) 234-0518.

Sincerely,

CONDOR EARTH

Ron Skaggs, PE, GE (#2295)  
Vice President, Engineering Services

Attachments: Two(2) Alternate Cost Estimates Dated January 7, 2020  
Condor Earth Prevailing Wage Schedule of Fees – 2019  
Condor Earth Terms for Laboratory Testing Services Fee Schedule and Standards - 2019

**CONDOR EARTH TECHNOLOGIES, INC.**  
**Cost Estimate for Materials Testing and Special Inspections**  
**CCWD Ebbetts Pass Reach 1 Water Transmission Pipeline Project**  
**Condor Project No. 7517B**

Date: January 7, 2020  
 Prepared By: Ron Skaggs  
 Client: Calaveras County Water District

Description	Rate/ Unit	Unit	Total Cost	Subtotals
<b>Phase 01 Soils</b>				
<b>Task 1A - Field</b>				
Field Density Testing - Soil Subgrades (140 visits @ 3 hrs. each) [Group 3]	\$123.00 /hour	420	\$51,660.00	
Travel (140 visits @ 1 hrs each)	\$123.00 /hour	140	\$17,220.00	
Vehicle Usage (140 visits)	\$55.00 /day	140	\$7,700.00	\$76,580.00
<b>Task 1B Lab</b>				
Compaction Curves (CTM 216)	\$270.00 /each	5	\$1,350.00	\$1,350.00
<b>Phase 02 Coordination</b>				
<b>Coordination, Review, Reporting, and Project Management</b>				
Project Principal Engineer (35 weeks @ 1/2 hour each)	\$210.00 /hour	17	\$3,570.00	
Administrative Support (35 weeks @ 2 hours each)	\$75.00 /hour	70	\$5,250.00	\$8,820.00
			<b>TOTAL ESTIMATE:</b>	<b>\$86,750.00</b>

**Note:**

- 1) Cost estimate assumes an 3-hour work-day onsite. Additional time on-site, over 8 hours up to 12 hours, will be billed at 1.3 times the stated rate. Additional time on-site over 12 hours will be billed at 1.7 times the stated rate. All Saturday time will be billed as overtime. Any additional services not described above, requested by the client, will be performed on a time and materials basis, in accordance with Condor's Schedule of Fees.
- 2) Cost estimate is based on client's estimation of work duration starting in March 2020 and ending November 2020, and a total of 140 site visits (35 weeks at 4 site visits per week).



**CONDOR EARTH TECHNOLOGIES, INC.**

Cost Estimate for Materials Testing and Special Inspections

CCWD Ebbetts Pass Reach 1 Water Transmission Pipeline Project

Condor Project No. 7517B

Date: January 7, 2020

Prepared By: Ron Skaggs

Client: Calaveras County Water District

Description	Rate/ Unit	Unit	Total Cost	Subtotals
<b>Phase 01 Soils</b>				
<b>Task 1A - Field</b>				
Field Density Testing - Soil Subgrades (70 visits @ 5 hrs. each) [Group 3]	\$123.00 /hour	350	\$43,050.00	
Travel (70 visits @ 1 hrs each)	\$123.00 /hour	70	\$8,610.00	
Vehicle Usage (70 visits)	\$55.00 day	70	\$3,850.00	\$55,510.00
<b>Task 1B Lab</b>				
Compaction Curves (CTM 216)	\$270.00 /each	5	\$1,350.00	\$1,350.00
<b>Phase 02 Coordination</b>				
<b>Coordination, Review, Reporting, and Project Management</b>				
Project Principal Engineer (35 weeks @ 1/2 hour each)	\$210.00 /hour	17	\$3,570.00	
Administrative Support (35 weeks @ 1 hour each)	\$75.00 /hour	35	\$2,625.00	\$6,195.00
			<b>TOTAL ESTIMATE:</b>	<b>\$63,055.00</b>

**Note:**

- 1) Cost estimate assumes an 5-hour work-day onsite during field activities. Additional time on-site, over 8 hours up to 12 hours, will be billed at 1.3 times the stated rate. Additional time on-site over 12 hours will be billed at 1.7 times the stated rate. All Saturday time will be billed as overtime. Any additional services not described above, requested by the client, will be performed on a time and materials basis, in accordance with Condor's Schedule of Fees.
- 2) Cost estimate is based on client's estimation of work duration starting in March 2020 and ending November 2020, and a total of 70 site visits (35 week at 2 site visits per week).





**CONDOR EARTH  
PREVAILING WAGE SCHEDULE OF FEES  
2019**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
<b>PRINCIPALS/PROJECT MANAGEMENT</b>	
Senior Principal.....	235.00
Principal Tunneling Consultant.....	225.00
Principal Engineer/Geologist.....	210.00
Project Director.....	200.00
Construction Manager.....	195.00
Project/Senior Manager.....	175.00
<b>TECHNICAL</b>	
Senior Geotechnical Engineer.....	200.00
Certified Hydrogeologist/Engineering Geologist.....	190.00
Senior Geologist/Engineer/Environmental Specialist.....	180.00
Unmanned Aerial System (UAS) Specialist.....	150.00
Resident Construction Inspector.....	145.00
Associate Geologist/Engineer/Environmental Specialist.....	145.00
Staff Geologist/Engineer/Environmental Specialist.....	130.00
Field Environmental Specialist (Group 2).....	125.00
Engineering Assistant.....	105.00
Draftsperson.....	95.00
<b>MATERIALS TESTING</b>	
Material Technician (Group 1*).....	133.00
Material Technician (Group 2*).....	128.00
Material Technician (Group 3*).....	123.00
Material Technician (Group 4*).....	118.00
MTSI Project/Laboratory Manager.....	110.00
Senior Materials Technician (non-PW).....	90.00
<b>SUPPORT STAFF</b>	
Administrative Specialist.....	100.00
Project Coordinator.....	100.00
Technical Editor.....	75.00
Administrative Assistant.....	70.00
<b>MISCELLANEOUS</b>	
Overtime (all Saturday work is overtime).....	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Shift Pay** (Night Shift).....	(1.3 – 1.7 times rate)
Litigation Support.....	300.00 – 400.00

**NON-LABOR CHARGES**

Vehicle charge..... \$55 per day plus 50 cents per mile  
 Laboratory Charges per Condor Laboratory Fee Schedule  
 Billable Field Equipment per Condor Billable Field Equipment Schedule

**OUT-OF-POCKET EXPENSES**

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

**CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS**

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	Proofload Testing
NICET Level IV	Building/Construction Inspector	NICET Level II	Torque Testing
NDT Level Two			NDT Level One

\*California Prevailing Wage increase effective October 1, 2019 for Group 1 and Group 2 (All Shifts) of \$3.20; Group 3 and Group 4 of \$3.00. Condor bill rates for these staff types will increase by these amounts on the effective date.

\*\*Shift Pay: A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.



# CONDOR EARTH

## TERMS FOR LABORATORY TESTING SERVICES FEE SCHEDULE AND STANDARDS

January 2019

### GENERAL

It is customary to perform sampling, drilling, testing and certification work in accordance with applicable or designated recommendations of the American Society for Testing Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), or other pertinent agencies. Test Standards for routine services are shown to define the test method followed for the charge listed; alternate standards or procedures may be followed at the client's request. When this fee schedule is referenced with intent to contract for field services, Condor's "Terms for Geotechnical, Civil Engineering and Special Inspection Services" is considered a part of these General Conditions. When this fee schedule is referenced with intent to contract for laboratory testing services only, Condor's "Terms for Laboratory Testing Services" is considered a part of these general conditions.

### ROUTINE SERVICES

Unit charges listed herein are for routine work only and include a report of results without special comment or analysis of data. These charges include labor, associated equipment, maintenance, and consumable material costs. Services for unit-priced items follow routine procedures typical of the method standards cited, utilize available equipment and are performed within normal time restraints. Unit charges do not include the personnel time associated with:

- Finalized Special Inspection Reports, Summarization or Analysis of Program Test Results
- Coordination with Engineers, Architects and other Program Principals
- Unscheduled Deadline Demands (Accelerated Work)
- Pick up or Delivery of Samples
- Quality Assurance Audits
- Test Program Supervision

Routine charges are in addition to hourly rates for field personnel (billed at our senior technician labor rate). Subcontractor services provided by others, such as drilling services, are charged for at the subcontractor's charge to Condor plus fifteen percent. Unless prior arrangements are made for storage, samples will be disposed of 60 days after date of report.

### OTHER TESTING AND INSPECTION SERVICES

Costs associated with unusual or time-consuming sample preparation, laboratory consultation, and other work not covered by routine unit prices, will be based on our senior technician labor rate plus expenses. Such sample preparations may include extruding tube samples and processing bulk samples to obtain material for preparing reconstituted specimens. Quotations of probable cost for specific program requirements (including special services, volume discounts, specialized equipment, etc.) will be provided upon request.

### LIMITATIONS

Condor's laboratory services are provided in accordance with the listed standard and performed within industry standards. Client agrees, by signature on Work Order Agreement, that Condor is not liable for any claims directly or indirectly related to laboratory services beyond providing the results of the performed tests. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.



## **SOIL AND AGGREGATE**

	Unit Price
LT000 VISUAL CLASSIFICATION	
LT002 Visual Classification (ASTM D2487)	15
LT004 Visual classification and moisture (ASTM D2487)	40
LT011 Optimum Lime Content – Grimes (ASTM D6276)	185
LT120 MOISTURE CONTENT	
LT122 Moisture Content (ASTM D2216)	30
LT140 MOISTURE DENSITY	
LT146 Moisture/Density 2.0” – 2.5” tube (D7263b)	35
LT147 Chunk Density/Displacement of Water (D7263b)	90
LT160 GRAIN-SIZE DISTRIBUTION	
LT162 Sieve analysis, coarse and fine including washing (ASTM C136/C117)	150
LT164 Sieve analysis, coarse, retained on No. 4 sieve (ASTM C136)	85
LT168 Sieve analysis, wash, percent finer than No. 200 sieve (ASTM C117)	105
LT172 Hydrometer analysis, -#10 sieve, with sieve analysis (ASTM D422)	230
LT180 SPECIFIC GRAVITY	
LT182 Fine aggregate, minus No. 4 sieve (ASTM C128)	145
LT184 Coarse aggregate, plus No. 4 sieve (ASTM C127)	75
LT200 ATTERBERG LIMITS	
LT202 3-point method (ASTM D4318)	170
LT220 pH TESTING	
LT222 ph Measurement (ASTM D4972)	65
LT240 SAND EQUIVALENT	
LT242 Sand Equivalent [Average of 3] (CTM 217/ASTM D2419)	160
LT260 SOIL COMPACTION (MOISTURE/DENSITY)	
LT262 Standard compaction curve using 4-inch mold (ASTM D698/AASHTO T99)	240
LT264 Standard compaction curve using 6-inch mold (ASTM D698/AASHTO T99)	260
LT266 Modified compaction curve using 4-inch mold (ASTM D1557/AASHTO T180)	240
LT268 Modified compaction curve using 6-inch mold (ASTM D1557/AASHTO T180)	260
LT274 Relative Compaction (CTM 216)	270
LT276 Proctor Rock Correction	60
LT320 SOIL AND AGGREGATE STABILITY - RESISTANCE [R-]VALUE	
LT322 R-Value untreated material or field sample (CTM 301)	350
LT324 R-Value, cement, lime or other additives, laboratory mixed or reportioned samples (CTM 301)	375
LT340 AGGREGATE QUALITY	
LT352 Durability index, coarse or fine (ASTM 3744 or CTM 229)	170
LT356 Cleanness Value (CTM 227)	200



**CONCRETE, MORTAR, GROUT, CMU, AND SHOTCRETE**

	Unit Price
LT360 CONCRETE / MORTAR / GROUT / CMC / PRISIM / UBC-24-26	
LT368 Compression Test, Lightweight Insulating Concrete; w/mold (ASTM C495)	40
LT370 Compression test, 2" x 2" x 2" cubes	35
LT372 Unit Weight of Concrete Cylinders (ASTM C567)	125
LT374 Core Grade (ACI 506)	30
LT376 Compression Test only, on shotcrete core break (ASTM C39)	100
LT378 Compression Test on Cored Specimens [includes end preparation] (ASTM C42)	85
LT386 Compression Test – masonry prisms, 8" maximum dimension (ASTM C140)	140
LT388 Absorption and Moisture Content, each Concrete Masonry Unit (ASTM C140)	90
LT390 Compressive strength, each Concrete Masonry Unit (ASTM C140)	190
LT394 Concrete Moisture Testing (Taylor Kit)	75
LT398 Compressive Test 3" x 3" x 6" prisms	35
LT400 Compressive Test 2" x 4" cylinders w/mold	35
LT402 Compressive Test 4" x 8" w/mold (ASTM C39)	30
LT404 Compressive Test 6" x 12" w/mold (ASTM C39)	40

**MISCELLANEOUS BUILDING MATERIALS**

LT420 FIREPROOFING DENSITY TEST	
LT422 Fireproofing Density Test	75
LT440 OTHER ROUTINE SERVICE RATES	
LT445 Torque Wrench	75
LT446 Hydraulic Ram	150

**REBAR**

LT500 REBAR TESTING	
LT502 Bend ASTM A370	50
LT504 Tensile #5 and smaller size ASTM A370	100
LT506 Tensile #6 to #9 size ASTM A370	150
LT507 Tensile #10 & #11 size ASTM A370	170

**MISCELLANEOUS LAB FEES**

LT700 MISCELLANEOUS LAB FEES	
LT702 Rush Charge (after 3:00 PM for next/same day turnaround per test)	75

Condor is experienced at providing other professional services. Such services are usually charged at our standard Professional Consulting Fee Schedule hourly staff rates, including direct reimbursable charges and out-of-pocket expenses. Quotes for specialized services required for specific projects may be proposed upon request. Note that costs quoted may require specialized equipment.



# Agenda Item

DATE: February 12, 2020  
TO: Board of Directors  
FROM: Rebecca Callen, Director of Administrative Services  
SUBJECT: Report on the Monthly Investment Transactions for January 2020

---

## RECOMMENDED ACTION:

For information only.

## SUMMARY:

Per the District's Investment Policy, Staff will report on a monthly basis the investment activity for the preceding month. During the month of January 2020, the following investment transactions occurred.

1/2/20	Interest received on the Wells Fargo Money Market Investment Account	14.39
1/14/20	Interest received from LAIF	160,882.43
1/22/20	Interest received on the Wells Fargo Certificate of Deposit	17,643.83
1/24/20	Transfer funds from the Districts Operating account to LAIF	2,700,000.00
1/31/20	Interest Received on the Umpqua Bank Money Market Investment Account	540.29

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

**CALAVERAS COUNTY WATER DISTRICT  
INVESTMENT ACTIVITY ENTRY  
FOR THE MONTH ENDING JANUARY 31, 2020**

INVESTMENT TRUSTEE/TYPE	MARKET VALUE	INVESTMENT COST			CPN RATE	INVESTMENT DATE	MATURITY DATE	CM INTEREST RECVD
		COST	Prem/(Disc)	PAR (PRINC)				
Lehman Bros Hldgs Inc 11/10/09 <b>(IN DEFAULT)</b>	17,812.50	740,413.38	(684,586.62)	1,425,000.00	3.950%	05/05/08	---	-
Wells Fargo Bank Certificate of Deposit	1,998,960.00	2,000,000.00	-	2,000,000.00	1.300%	07/22/16	07/22/21	17,643.83
Wells Fargo Money Market	17,793.03	17,793.03	-	17,793.03	0.010%	ongoing	n/a	14.39
<b>Sub-totals Wells Fargo Bank</b>	<b>2,034,565.53</b>	<b>2,758,206.41</b>	<b>(684,586.62)</b>	<b>3,442,793.03</b>				<b>17,658.22</b>
Umpqua Bank Money Market	1,818,118.67	1,818,118.67	-	1,818,118.67	0.350%	06/14/07	n/a	540.29
Local Agency Investment Fund	31,117,021.09	31,117,021.09	-	31,117,021.09	1.940% *	ongoing	n/a	160,882.43
<b>Totals</b>	<b>34,969,705.29</b>	<b>35,693,346.17</b>	<b>(684,586.62)</b>	<b>36,377,932.79</b>				<b>\$179,080.94</b>

<b>Current Month Transactions:</b>	<b>Date</b>	<b>Amount</b>
Interest received on the Wells Fargo Money Market Investment Account	1/2/2020	14.39
Interest received from LAIF	1/14/2020	160,882.43
Interest received on the Wells Fargo Certificate of Deposit	1/22/2020	17,643.83
Transfer Funds from the Districts Operating Account to LAIF	1/24/2020	2,700,000.00
Interest received on the Umpqua Bank Money Market Investment Account	1/31/2020	540.29

\*as of 1/29/20

# Agenda Item

DATE: February 12, 2020

TO: Michael Minkler

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Discussion/Direction regarding Engaging with Chandler Asset Management for Investment Management Services of District Assets

---

## **RECOMMENDED ACTION:**

Discussion/Direction regarding the District contracting for Investment Management Services and amending Policy No. 5.01, Investment Policy to incorporate Custodial Services with US Bank and Management Services with Chandler Asset Management.

## **SUMMARY:**

In May of 2019, the Director of Administrative Services sent Requests for Qualifications out for Investment Management Services. The General Manager and Director of Administrative Services reviewed the responses and identified Chandler as a suitable option for the District's invested holdings. However, it was determined that the change in internal management to external management should wait until the transition of the Director occurred the latter part of 2019.

Upon review, discussions with the General Manager, Interim Director of Administrative Services, the former Director of Administrative Services, and meeting with Chandler representatives directly, I also conclude that the services available from Chandler Asset Management best meet the needs of the District.

Services available:

- Assistance with updating and maintaining our Investment Policy (5.01)
- Custom investment programs based on our risk profile, return goals, and liquidity needs
- Assistance with identifying liquidity needs
- Credit analysis of security issuers and financial institutions
- Focused approach for safety of principal, diversification, compliance with legal requirements, policies, and objectives
- Meaningful reporting that includes state and federal economic indicators, portfolio summary, compliance, transaction, and income changes
- Annual reporting for GASB 40 and 72

The majority of the District's assets sit in LAIF (Local Agency Investment Fund), which is having unusual investment returns. Unfortunately, while we are earning income

between 1.5 and 2% after costs, our assets are not growing and it is unlikely that LAIF will continue to show the same returns they have been. The most recent information from LAIF shows returns at 1.94% for January down from 2.02% in December. 2019 returns in LAIF averaged 2.32%

Actively and successfully managing a portfolio of this size requires experienced and dedicated investment professionals. Making this change will maximize our investment income, grow the assets that we have under management, and mitigate risk to the District.

On January 28, 2020 I brought forward this option to the Finance Committee in addition to a presentation from Carlos Oblites of Chandler Asset management Services. From that discussion, direction was given to bring this forward to the Board of Directors with the recommendation to move forward.

Carlos Oblites, Senior Vice President/Portfolio Strategist will present and answer any questions the Board of Directors has.

Next steps:

- General Manager signs the agreement
- The General Manager and Director of Administrative Services sign the Custody Account Application
- Rewrite the Investment Policy (5.01) to be presented at a Spring 2020 Finance Committee meeting
- Request Policy 5.01 changes approved at the Finance Committee to be adopted by the Board of Directors

#### **FINANCIAL CONSIDERATIONS:**

None at this time.

*Attachment: Chandler Asset Management Agreement  
US Bank Custodial Fee Schedule*



INVESTMENT MANAGEMENT AGREEMENT  
 (Institutional Client, Non-ERISA)

Calaveras County Water District (Client) hereby retains Chandler Asset Management, Inc. (Chandler) as Investment Adviser on the terms and conditions set forth herein.

1. Term. The term of this Agreement shall commence upon the execution of this Agreement and shall continue until this Agreement is terminated effective upon receipt of notice of termination in writing delivered by the terminating party.
2. Fees. Client shall compensate Chandler monthly an amount calculated on the average market value of Client's portfolio, including accrued interest, in accordance with the following schedule:

Assets Under Management	Annual Investment Management Fee
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Assets in excess of \$50 million	0.07 of 1% (7 basis points)

The fees expressed above do not include any custody fees that may be charged by Client's bank or other third party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. Client is not required to pay any start-up or closing fees; there are no penalty fees.

Fees shall be deducted monthly in arrears from Client's custody account.

3. Client Representative. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from \_\_\_\_\_ (Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.
4. Investment Policy. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy, which is attached hereto as Exhibit A.
5. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.
6. Notices. All reports and other communications required hereunder to be in writing shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set

forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

Chandler Asset Management  
Attn: Nicole Dragoo  
6225 Lusk Boulevard  
San Diego, CA 92121  
ndragoo@chandlerasset.com

Client Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler’s use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute “delivery”. Client further agrees to provide Chandler with Client’s email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s): \_\_\_\_\_

8. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients’ proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@chandlerasset.com.
9. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.
10. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.
11. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
12. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another

broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.

13. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.
14. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.
15. No Assignment & Amendments. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement may be amended at any time by mutual agreement in writing.
16. Governing Law. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of California.
17. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
18. Receipt of Brochure and Privacy Policy. Client hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.
19. Arbitration. It is agreed that any controversy between Chandler and the Client arising out of Chandler business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event the Client does not make such election within five (5) days of such demand or notice, then the Client authorizes Chandler to do so on the Client's behalf. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Client

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

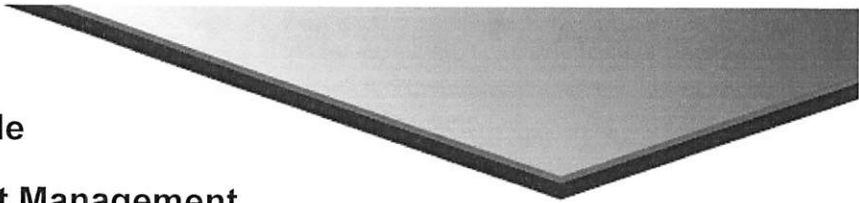
Name & Title: \_\_\_\_\_

Chandler Asset Management, Inc.,  
a California Corporation

By: \_\_\_\_\_ Date  
Nicole Dragoo  
COO, Chief Compliance Officer

# Trust & Custody Fee Schedule

## For Clients of Chandler Asset Management



### CUSTODIAL SERVICES

**ANNUAL MARKET VALUE FEE:**  
**1 BPS ON THE FIRST \$25 MILLION**  
**.75 BPS ON THE BALANCE**  
**ANNUAL PER ACCOUNT MINIMUM: \$500**

- Safekeeping of assets
- Transaction settlement
- Cash Management (all cash swept daily)
- Online account access
- Consolidated accounting & reporting
- Income Collection
- Corporate Action Processing
- Proxy distribution
- Asset Valuation
- Class Action Proceeds collection

### TRANSACTION PROCESSING

- Purchases/Sales/Principal Paydowns
- Physical Trades
- Mutual Fund Execution
- Security Holding Fees
- Cash receipts and disbursements
- Included
- Included
- Included
- Included
- Included

### SERVICE AND FEE ASSUMPTIONS

- Custody Fees are charged to the account monthly
- U.S. Bank does not have investment management responsibility
- Fee schedule assumes exclusive use of U.S. Bank approved products for the investment of short term cash
- This fee schedule pertains to domestic securities - International securities priced separately
- U.S. Bank reserves the right to re-evaluate pricing and implement a change in the fee schedule with 30-day notice

Account Name \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

All of  serving you™



U.S. Bank reserves the right to adjust the fees quoted in this fee schedule should any of the information and assumptions used to generate these fees change prior to the conversation of the account to U.S. Bank.

# Agenda Item

DATE: February 12, 2020

TO: Michael Minkler

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Discussion/Action regarding the Mid-Year FY 2019-20 Operating and Capital Improvement Program Budgets

---

## RECOMMENDED ACTION:

Motion \_\_\_\_\_/\_\_\_\_\_ adopting Resolution No. 2020 -\_\_\_\_ Approving Mid-Year FY 2019-20 Operating and Capital Improvement Program Budgets Adjustments.

## SUMMARY:

Staff has reviewed budgets through December 2019 and identified budget adjustments that require Board action per Policy 5.00.2.13.

The proposed adjustments were submitted to the Finance Committee on January 28, 2020 for consideration and direction was given to bring forward.

Appendix B – Budget Adjustment 20-04. These would require Board action to approve. Detail of these are included in the Finance Committee’s Monthly Financial Reports. Specifically, Engineering personnel costs were originally budgeted to have 38% of costs be funded through R&R projects and 62% for operations. However, based on the trends to date, Operations is tracking at closer to 78%, with only 22% of hours on R&R projects.

- Appropriation increases can occur by allocating unanticipated revenues as defined in Appendix C.

Appendix C – Budget Adjustment 20-05. These would require Board action to approve. The adjustment would be allocating budgeted appropriations from CIP projects that are not going to occur in 2019-20 to those that have or will occur that didn’t have budgets for 2019-20.

- The Lake Tulloch Raw Water Pumps project had no appropriations scheduled for 2019/20. To date, the project has cost just over \$102k. A transfer from 11083W – Wallace Tanks for 2019/20
- The West Point SCADA Improvements was duplicated in New Projects and Carry Over. \$200,000 was moved to Project 11107 to consolidate.
- The Board approved an increase for Project 11066G on September 11, 2019 to increase the project by \$210,800. This is just adjusting the CIP Program sheets to reflect the current year passage.

- The Board approved purchasing property for future maintenance and support services facilities on February 27, 2019 with Resolution 2019-13 for the 2018-19 CIP Budget. However, the CIP Budget for 2019-20 did not include this information.
- The Board approved purchasing property for La Contenta Wastewater Facilities on December 13, 2017 with Resolution 2017-74 for the 2017-18 CIP Budget. However, the CIP Budget for 2019-20 did not include this information.

## **FINANCIAL CONSIDERATIONS:**

Engineering personnel cost trends will need to be evaluated as to the applicability for future budgets or if this is a one-time increase due to unforeseen projects that are outside the scope of Capital R&R.

*Attachments:      Appendix B – Budget Adjustment 20-04  
                         Appendix C – Projected Revenue  
                         Historical Resolutions 2017-74 and 2019-13  
                         2019-20 CIP Water Projects Proposed  
                         2019-20 CIP Wastewater Projects Proposed  
                         CIP Additions – Costs to Date  
                         RES 2020-\_\_ - Amending the FY 2019-20 Operating and CIP Budget*

**Appendix B**  
**Calaveras County Water District**  
**Fiscal Year 2019-20**  
**Budget Adjustment - Number 20-04**  
**Board Action Required**

From			To			
Department	Account	Amount	Department	Account	Amount	
1	59 - Admin Services	51200 - Property Taxes	165,666	58 - Engineering	60000 - Salaries/Wages	160,000
1				58 - Engineering	60390 - Admin Tech Comm	3,179
1				58 - Engineering	60431 - Computer lic/Main	1,895
1				58 - Engineering	60541 - Advertising	165
1				58 - Engineering	60740 - Recording Title	427
2	Admin Replacement Fund (fund 104)	Reserves	200,000	Water CIP (fund 120)	Land Acquisition	200,000
3	La Contenta WW Expansion (fund 564)	Reserves	200,000	Waster Water CIP (fund 130)	Land Acquisition	640,000
3	Loan (fund 108)	Reserves	440,000			
			<b>1,005,666</b>			<b>1,005,666</b>



**Appendix C**

Revenue	Dec-19 Sewer	Water	Projected 6/30	Budgeted	Excess(Shortage)
42000 Inspection Fees	2,982.00		5,964.00	3,000.00	2,964.00
44500 Repair labor Materials	19,272.99	7,281.03	53,108.04	20,000.00	33,108.04
41000 Water/Sewer Sales/Resid	2,345,513.24	4,082,396.11	12,855,818.70	12,593,650.00	262,168.70
44100 Account Est Fees	2,254.20	25,893.80	56,296.00	50,000.00	6,296.00
44110 Delinquent Acct Chgs	31,015.74	95,915.15	253,861.78	210,000.00	43,861.78
44510 Reim Exp	645.73	24,680.58	50,652.62	10,000.00	40,652.62
48130 Rental Rev	8,996.04	30,350.71	78,693.50	81,000.00	(2,306.50)
51100 Int Income	8,242.10	56,562.33	129,608.86	200,000.00	(70,391.14)
54300 Power Sales - North Fork	79,136.19	213,960.81	586,194.00	594,000.00	(7,806.00)
54400 Power Sales - New Hogan	35,598.46	79,230.08	229,657.08	165,000.00	64,657.08
44200 Backflow Cert		3,150.00	6,300.00	3,800.00	2,500.00
44300 Water Meter Install		11,443.00	22,886.00	15,000.00	7,886.00
44900 Other Water/Sewer Chgs		(225.00)	(450.00)		(450.00)
41200 Water Sales - Fire Hydrant		110,417.04	220,834.08	170,000.00	50,834.08
48100 Concept Appr Fees		2,000.00	4,000.00	3,000.00	1,000.00
48190 Misc Op Rev		25.31	50.62	45,000.00	(44,949.38)
Property Taxes	1,404,501.75	519,473.25	2,953,652.64	2,755,231.00	198,421.64
	<u>2,533,656.69</u>	<u>4,743,080.95</u>	<u>17,507,127.92</u>		<u>588,446.92</u>

**RESOLUTION NO. 2017- 74**

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

**AMENDING THE FY 2017-18 CIP BUDGET PURCHASE OF  
APN'S 046-019-051, 073-042-127, AND 073-042-129  
FOR THE LA CONTENTA WASTEWATER FACILITIES**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted Resolution 2017-29 on June 28, 2017 approving the Fiscal Year 2017-18 Capital Improvement Program Budget (CIP) in the amount of \$10,767,000; and

**WHEREAS**, the District has determined that the purchase of APN's 046-019-051, 073-042-127, and 073-042-129 (Valley Springs) adjacent to the La Contenta wastewater plant and effluent storage reservoir for the La Contenta Wastewater facilities provides the most cost-effective and beneficial means of improving wastewater service reliability and allowing for necessary expansion of services in the La Contenta service area in accordance with the findings and recommendations of the La Contenta Wastewater Master Plan update adopted by the Board on December 13, 2017. As such, the purchase needs to be added to the FY 2017-18 Capital Improvement Program (CIP); and

**WHEREAS**, the purchase of APN's 046-019-051, 073-042-127, and 073-042-129, including closing costs, is estimated at \$640,000; and

**WHEREAS**, funding for the purchase of the properties will come from the La Contenta Wastewater Expansion Fund (Fund 564), \$200,000, and from a loan by the Interest Reserve Fund (Fund 108) to the La Contenta Wastewater Expansion Fund (Fund 564) in the amount of \$440,000; and

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby find that it is in the best interest of the Calaveras County Water District to amend the adopted FY 2017-18 CIP Budget accordingly.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopts an amendment to the Fiscal Year 2017-18 Capital Improvement Program (CIP) Budget as set forth in Budget Adjustment 18-02, attached hereto and made a part hereof, and authorizes the Director of Administrative Services to record the appropriate accounting entries.

**BE IT FURTHER RESOLVED** the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT approves the La Contenta Wastewater Expansion Fund Loan Agreement in an amount not to exceed \$440,000, attached hereto and made a part hereof, and authorizes the General Manager to execute said Agreement.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December, 2017 by the following vote:

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

**NOES:** None

**ABSTAIN:** None


**ABSENT:** None

**CALAVERAS COUNTY WATER DISTRICT**



**President  
Board of Directors**

**ATTEST:**

  
**Mona Walker, Clerk to the Board**

CALAVERAS COUNTY WATER DISTRICT  
LA CONTENTA SEWER EXPANSION FUND LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of December, 2017, by CALAVERAS COUNTY WATER DISTRICT (CCWD) for the purpose of loaning funds from the District's Interest Reserve Fund (Fund 108) to the La Contenta Sewer Expansion Fund (Fund 564) for the purchase of three (3) properties adjacent to the La Contenta Wastewater Treatment Plant that will improve wastewater service reliability and allow for expansion of services in the La Contenta service area.

The CCWD Board of Directors, by adoption of the Resolution 2017-73, approved the purchase of APN's 046-019-051, 073-042-127, and 073-042-129 in Valley Springs, CA. The purchase price is \$635,000, plus closing costs. The La Contenta Sewer Expansion Fund (Fund 564) will contribute \$200,000 towards the purchase.

CCWD will loan an amount not to exceed \$440,000 from the Interest Reserve Fund (Fund 108) to the La Contenta Sewer Expansion Fund (Fund 564) to fund the balance of the purchase costs.

The loan repayment schedule will be for a term of not to exceed five (5) years at an interest rate of the greater of 2.5 percent (2.5%) or the weighted average of the District's current rate of return on investments. The applicable interest rate payable will be evaluated annually at the date of the annual loan payment. This loan will be subordinate to all other debt held by the District, either currently or in the future. Annual payments are estimated to be:

FY 2018-19	\$111,354
FY 2019-20	\$108,854
FY 2020-21	\$106,354
FY 2021-22	\$103,854
FY 2022-23	\$101,355

IN WITNESS WHEREOF, this agreement is hereby executed this day and year hereinabove written.

CALAVERAS COUNTY WATER DISTRICT



President  
Board of Directors

**ATTEST:**

  
Mona Walker, Clerk to the Board

**RESOLUTION NO. 2019 - 13**

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

**AMENDING THE FY 2018-19 CAPITAL IMPROVEMENT PROGRAM BUDGET  
FOR THE PURCHASE OF REAL PROPRTY APN 044-032-012**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted Resolution 2018-27 on June 27, 2018 approving the Fiscal Year 2018-19 Capital Improvement Program (CIP) Budget in the amount of \$12,277,206; and

**WHEREAS**, the Board of Directors approved Resolution 2018-52 on September 19, 2018 that increased the FY CIP Budget by \$831,000 to \$13,108,206 for the Jenny Lind Water Treatment Plant Pre-Treatment Facility Project (CIP#11092); and

**WHEREAS**, the Board of Directors approved Resolution 2019-11 on February 13, 2019 that increased the FY CIP Budget by \$175,000 to \$13,283,206 for the Meadowmont Pump Station Improvement Project (CCWD CIP #11099); and

**WHEREAS**, the District has determined that the purchase of real property APN 044-032-012 for future maintenance and support services facilities will improve District operations and maintenance of vehicles and equipment and needs to be added to the FY 2018-19 CIP budget; and

**WHEREAS**, the purchase of real property APN 044-032-012 and related expenses is estimated at \$200,000; and

**WHEREAS**, funding for the property purchase is available in the Admin Replacement Fund (Fund 104); and

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby find that it is in the best interest of the Calaveras County Water District to amend the adopted FY 2018-19 CIP Budget accordingly.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopts an amendment to the Fiscal Year 2018-19 Operating Budget as set forth in Budget Adjustment 19-05, attached hereto and made a part hereof, and authorizes the Director of Administrative Services to record the appropriate accounting entries.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of February, 2019 by the following vote:


/

/

/

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

CALAVERAS COUNTY WATER DISTRICT

  
\_\_\_\_\_  
Russ Thomas  
President, Board of Directors

**ATTEST:**

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

Capital Improvement Program  
Schedule of Cash Flow - Water Projects  
FY 2019-20 thru FY 2021-2022

Revised 2/12/20

Project No	New Water Projects Project Description	2019/20 Approved Project	2019/20 Approved Project	Cash Flow				Funding FY 19-20						
				FY 19-20		19-20 ADJ		FY 20-21	FY 21-22	Expansion Funds	Reserves	Capital R & R	Grants	AD / Other Outside
11108	Big Trees Pump Stations 1, 4 & 5 Replacement	200,000	200,000	-		-	200,000	-	-	-	-	-		
11109	Hunters Raw Water Pumps Renovations	200,000	200,000	-		200,000	-	-	-	-	-	-		
11101	District Corp Yard	200,000	200,000		200,000				200,000					
DUP	West Point SCADA System Improvements	200,000	-	-	-	-	-	-	-	-	-	-		
10058	Lake Tulloch Raw Water Pumps	125,000	125,000	-	105,000	-	-	-		105,000	-	-		
11110	Reeds Turnpike Pump Station Replacement	350,000	350,000	-		-	350,000	-	-	-	-	-		
11111	Copper Cove Tank B Pump Station Renovation	500,000	-	-		-	-	-	-	-	-	-		
11112	White Pines Dam/Blanket Drain Rehab	200,000	200,000	-		200,000	-	-	-	-	-	-		
	<b>Total New Water Projects</b>	<b>\$ 2,475,000</b>	<b>\$ 1,775,000</b>	<b>\$ -</b>	<b>\$ 305,000</b>	<b>\$ 400,000</b>	<b>\$ 550,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ 105,000</b>	<b>\$ -</b>	<b>\$ -</b>		
Project No	Carryover Water Projects Project Description	2019/20 Approved Project	2019/20 Approved Project	Cash Flow				Funding FY 19-20						
				FY 19-20		19-20 ADJ		FY 20-21	FY 21-22	Expansion Funds	Reserves	Capital R & R	Grants	AD / Other Outside
11079	Copper Cove Tank B / Repair & Paint (11083C)	400,000	-	-		-	-	-	-	-	-	-		
11080	Copper Cove Clearwell / Repair & Paint (11083C)	450,000	-	-		-	-	-	-	-	-	-		
11083C	Clearwell & Tank B/Rep/Paint		850,000	-	-	450,000	400,000							
11083J	Jenny Lind Clearwell #2 / Repair & Paint	200,000	200,000	183,888		-	-	-	-	183,888	-	-		
11083L	Larkspur Tank / Repair & Paint	250,000	250,000	227,139		-	-	-	-	227,139	-	-		
11083W	Wallace Tanks / Repair & Paint	350,000	350,000	343,926		105,000	-	-	-	343,926	-	-		
11083S	Ebbetts Pass Sawmill Tank / Repair & Paint	800,000	800,000	-		289,762	500,000	-	-	-	-	-		
11084	Ebbetts Pass Techite Water Line Replacement	1,600,000	1,600,000	1,600,000		-	-	-	-	1,600,000	-	-		
11085	Ebbetts Pass Reach 1 Water Line Replacement	7,400,000	7,400,000	5,000,000		2,400,000	-	35,000	-	4,965,000	-	-		
11088	Jenny Lind Tank A-B Transmission Line	4,500,000	4,500,000	250,000		250,000	-	62,500	-	187,500	-	-		
11092	Jenny Lind WTP PreTreatment Facility	4,000,000	4,000,000	500,000		-	-	-	-	125,000	375,000	-		
11095	Ebbetts Pass Redwood Tanks HMGP	2,800,000	2,800,000	400,000		1,200,000	1,200,000	-	-	100,000	300,000	-		
11096	AMR/AMI Radio Read Meter Program	4,500,000	4,500,000	100,000		2,200,000	2,200,000	-	-	100,000		-		
11099	EP Meadowmont Pump Station / Rehab.	175,000	175,000	175,000		-	-	-	-	175,000		-		
11104	Lake Tulloch Submerged Water Line Crossing	3,000,000	3,000,000	-		200,000	200,000	-	-	-	-	-		
11105	White Pines Lake Restoration	200,000	200,000	100,000		100,000	-	-	-	100,000	-	-		
11100	Wallace SCADA System Improvements	100,000	100,000	50,000		50,000	-	-	-	-	-	50,000		
11106	West Point Backup Water Filter	3,400,000	3,400,000	200,000		200,000	-	-	-	200,000	-	-		
11098	EP Hunters WTP Filter Rehab	400,000	400,000	400,000		-	-	-	-	400,000	-	-		
11107	West Point SCADA Improvements	100,000	300,000	100,000	200,000	-	-	-	-	300,000	-	-		
11066G	Jenny Lind (Kirby/Garner/Gabor) Service Lines	250,000	460,800	250,000	210,800			-	-	460,800	-	-		
	<b>Total Carryover Water Projects</b>	<b>\$ 34,875,000</b>	<b>\$ 35,285,800</b>	<b>\$ 9,879,953</b>	<b>\$ 410,800</b>	<b>\$ 7,444,762</b>	<b>\$ 4,500,000</b>	<b>\$ 97,500</b>	<b>\$ -</b>	<b>\$ 9,468,253</b>	<b>\$ 675,000</b>	<b>\$ 50,000</b>		
<b>TOTAL WATER PROJECTS</b>		<b>\$ 37,350,000</b>	<b>\$ 37,060,800</b>	<b>\$ 9,879,953</b>	<b>\$ 715,800</b>	<b>\$ 7,844,762</b>	<b>\$ 5,050,000</b>	<b>\$ 97,500</b>	<b>\$ 200,000</b>	<b>\$ 9,573,253</b>	<b>\$ 675,000</b>	<b>\$ 50,000</b>		

Capital Improvement Program  
Schedule of Cash Flow - Wastewater Projects  
FY 2019-20 thru FY 2021-2022

Revised 2/12/20

Project No	<i>New Wastewater Projects</i> Project Description	Total Project Cost	Cash Flow				Funding FY 19-20				
			FY 19-20	19-20 ADJ	FY 20-21	FY 21-22	Expansion Funds	Reserves	Capital R & R	Grants	AD / Other Outside
				La Contenta Wastewater Facility	640,000		640,000				640,000
15099	Vallecito/Douglas Flats Headworks Screen	250,000	250,000		-	-	-	-	250,000	-	-
	<b>Total New Wastewater Projects</b>	<b>\$ 890,000</b>	<b>\$ 250,000</b>	<b>\$ 640,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>

Project No	<i>Carryover Wastewater Projects</i> Project Description	Total Project Cost	Cash Flow				Expansion Funds	Reserves	Capital R & R	Grants	AD / Other Outside
			FY 19-20		FY 20-21	FY 21-22					
15076	CC Lift Station 6, 8 & Force Main Bypass	2,400,000	100,000		2,300,000	-	-	100,000	-	-	
15080	CC Lift Station 15 & 18 Rehab/Replacement	3,200,000	200,000		3,000,000	-	-	200,000	-	-	
15082	Vallecito Recycled Water Distribution Project	280,000	210,000		-	-	-	75,600	134,400	-	
15087	Wallace Renovation/SCADA/PLC & Electrical	100,000	100,000		-	-	-	-	-	100,000	
15091	West Point/Wilseyville Consolidation Project	4,750,000	-		-	-	-	-	-	-	
15095	Arnold Secondary Clarifier	1,400,000	200,000		200,000	1,000,000	40,000	-	160,000	-	
15096	Arnold Leach Field Improvements	600,000	50,000		50,000	500,000	10,000	-	40,000	-	
15097	LC Biolac, Clarifier & UV Improvements	3,850,000	25,000		25,000	400,000	12,500	-	12,500	-	
15094	CC Secondary, Tertiary & UV Improvements	13,000,000	25,000		25,000	550,000	12,500	-	12,500	-	
15092	Huckleberry Lift Station Rehab	200,000	200,000		-	-	-	-	200,000	-	
15098	Indian Rock East Sand Filter Rehab	150,000	150,000		-	-	-	-	150,000	-	
15093	Southworth Collection System / I&I Mitigation	100,000	100,000		-	-	-	-	100,000	-	
	<b>Total Carryover Wastewater Projects</b>	<b>\$ 30,030,000</b>	<b>\$ 1,360,000</b>	<b>\$ -</b>	<b>\$ 5,600,000</b>	<b>\$ 2,450,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ 1,050,600</b>	<b>\$ 134,400</b>	<b>\$ 100,000</b>

<b>TOTAL WASTEWATER PROJECTS</b>	<b>\$ 30,920,000</b>	<b>\$ 1,610,000</b>	<b>\$ 640,000</b>	<b>\$ 5,600,000</b>	<b>\$ 2,450,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ 1,300,600</b>	<b>\$ 134,400</b>	<b>\$ 100,000</b>
----------------------------------	----------------------	---------------------	-------------------	---------------------	---------------------	------------------	-------------	---------------------	-------------------	-------------------

<b>TOTAL WATER &amp; WASTEWATER PROJECTS</b>	<b>\$ 68,270,000</b>	<b>\$ 11,489,953</b>	<b>\$ 1,355,800</b>	<b>\$ 13,444,762</b>	<b>\$ 7,500,000</b>
--	----------------------	----------------------	---------------------	----------------------	---------------------



**CALAVERAS COUNTY WATER DISTRICT**

Capital Improvement Program Cash Flow/Expenditure Summary -Water

As of December 31, 2019

Project Description			Estimated Project Cost	FY 19/20 Cash Flow	Prior Years Expenditures	FY 19/20 Expenditures	Encumbrances	Remaining Cash Flow FY 19-20	Remaining Total Proj Cost
<b>Fund 120 - 125 Water Projects</b>									
11101	120	District Corp Yard	-	-	11,140	191,566	-	(191,566)	(202,706)
11100	852	Wallace SCADA System Improvements	100,000	50,000	-	-	-	50,000	100,000
10058	125	Lake Tulloch Raw Water Pump Renovation	125,000	-	-	102,292	-	(102,292)	22,708
11066G	125	Pipeline Replacement Program (JL)	250,000	460,800	3,996	10,943	-	449,857	235,061
<del>11079</del>	125	Copper Cove Tank B / Repair & Paint*	-	-	-	-	-	-	-
<del>11080</del>	125	Copper Cove Clearwell / Repair & Paint*	-	-	-	-	-	-	-
11083J	125	Clearwell #2 / Repair & Paint	200,000	183,888	16,112	-	-	183,888	183,888
11083L	125	Larkspur Tank / Repair & Paint	250,000	227,139	22,861	-	-	227,139	227,139
11083W	125	Wallace Tanks / Repair & Paint	350,000	343,926	6,074	-	-	343,926	343,926
11083S	125	Sawmill/Hunter's Tanks / Repair & Paint	800,000	-	10,238	-	-	-	789,762
11083C	125	Clearwell & Tank B / Repair & Paint	850,000	-	10,238	-	-	-	839,762
11084	125	EP Techite Water Line Replacement	1,600,000	1,600,000	212,263	27,674	-	1,572,326	1,360,063
11085	125	EP Reach 1 Water Line Replacement	7,400,000	5,000,000	1,637,746	2,051,096	-	2,948,904	3,711,158
11088	125	Jenny Lind Tank A-B Trans Line	4,500,000	250,000	10,243	-	-	250,000	4,489,757
11092	125	Jenny Lind Pre-Treatment	4,000,000	500,000	4,843,219	163,497	-	336,503	(1,006,716)
11095	125	EP Redwood Tanks Replacement	2,800,000	400,000	35,707	1,646	-	398,354	2,762,647
11096	125	WP AMR/AMI Meter Program	4,500,000	100,000	-	52,257	-	47,743	4,447,743
11098	125	EP Hunters WTP Filter Rehab	400,000	400,000	524	1,428	-	398,572	398,048
11099	125	Meadowmont P/S Improvement	175,000	175,000	29,879	54,290	-	120,710	90,831
11103	125	Hunter's Raw Water Pumps Renovation	200,000	-	-	5,216	-	(5,216)	194,784
11104	125	Lake Tulloch Submerged Water Line Cross	3,000,000	-	-	-	-	-	3,000,000
11105	125	White Pines Lake Restoration	200,000	100,000	-	-	-	100,000	200,000
11106	125	West Point Backup Water Filter	3,400,000	200,000	-	-	-	200,000	3,400,000
11107	125	WP SCADA Improvements	300,000	100,000	-	-	-	100,000	300,000
11108	125	Big Trees Pump Stations 1, 4 & 5 Repl	200,000	-	-	-	-	-	200,000
11110	125	Reeds Turnpike Pump Station Repl	350,000	-	-	-	-	-	350,000
11111	125	Copper Cove Tank B Pump Station Renov	500,000	-	-	-	-	-	500,000
11112	125	White Pines Dam/Blanket Drain Rehab	200,000	-	-	-	-	-	200,000
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
<b>Total Fund 120/125 - Water Projects</b>			<b>36,650,000</b>	<b>10,090,753</b>	<b>6,850,240</b>	<b>2,661,904</b>	<b>-</b>	<b>7,428,849</b>	<b>27,137,856</b>
		<i>*projects moved to #11083C</i>							

**CALAVERAS COUNTY WATER DISTRICT**

Capital Improvement Program Cash Flow/Expenditure Summary -Water

As of December 31, 2019

Project Description	Estimated Project Cost	FY 19/20 Cash Flow	Prior Years Expenditures	FY 19/20 Expenditures	Encumbrances	Remaining Cash Flow FY 19-20	Remaining Total Proj Cost
<b>Cash Balancing</b>							
GL	4,213,430.52						
08/19 Proj 11101 Escrow Refund	(278.88)						
PY Accruals:	(241,546.70)						
	(552,428.00)						
RE Smith PY Accrued Retention paid 11/19	(24,783.86)						
RE Smith PY Accrued Retention paid 12/19	(62,021.42)						
Debt Service:	(593,385.44)						
	(73,225.50)						
CY - RHP	7,283.32						
	<b>2,673,044.04</b>						
	<b>(11,140.02)</b>						

**CALAVERAS COUNTY WATER DISTRICT**  
 Capital Improvement Program Cash Flow/Expenditure Summary-Sewer  
 As of December 31, 2019

Project Description			Estimated Project Cost	FY 19/20 Cash Flow	Prior Years Expenditures	FY 19/20 Expenditures	Encumbrances	Remaining Cash Flow FY 19/20	Remaining Total Proj Cost
<b>Fund 130 - 135 Sewer Projects</b>									
10033	500	Wallace Improvement Projects*	-	-	18,318	3,176	-	(3,176)	(21,494)
15076	135	CC L/S 8, 12 & 13 Force Main Bypass	2,400,000	100,000	131,881	18,506	-	81,494	2,249,613
15080	135	CC L/S #15 & 18 Renovations	3,200,000	200,000	132,548	20,823	-	179,177	3,046,629
15082	135	Vallecito WWTP Strg Expansion	280,000	210,000	94,315	43,203	-	166,797	142,481
15087	135	Wallace Treatment Plant Renovations	100,000	100,000	550	635	-	99,365	98,814
15091	135	West Point/Wilseyville Planning Grant	4,750,000	-	5,831	-	-	-	4,744,169
15092	135	Huckleberry L/S Rehab/Expansion***	200,000	200,000	34,351	49,373	-	150,627	116,276
15093	135	Southworth Collection System/I&I Mitigation	100,000	100,000	45,039	50,904	-	49,096	4,058
15094	135	CC Secondary/Tertiary/UV Improvements	13,000,000	25,000	-	12,929	-	12,071	12,987,071
15095	135	Arnold Secondary Clarifier	1,400,000	200,000	-	394	-	199,606	1,399,606
15096	135	Arnold Leach Field Improvements	600,000	50,000	-	-	-	50,000	600,000
15097	135	LC Biolac, Clarifier & UV Improvements	3,850,000	25,000	-	-	-	25,000	3,850,000
15098	135	Indian Rock East Sand Filter Rehab	150,000	150,000	-	-	-	150,000	150,000
15099	135	Vallecito/DF Headworks Screen	250,000	250,000	-	-	-	250,000	250,000
<b>Total Fund 130/135 - Sewer Projects</b>			<b>30,280,000</b>	<b>1,610,000</b>	<b>462,834</b>	<b>199,943</b>	<b>-</b>	<b>935,057</b>	<b>24,767,223</b>
		*transfer in Funds from 862 every month							
		***reimburse from Expansion Fund							

**RESOLUTION NO. 2020- \_\_\_\_**

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

**AMENDING THE FY 2019-20 OPERATING AND CAPITAL  
IMPROVEMENT BUDGET TO INCLUDE 2017-18 LA CONTENTA WASTEWATER  
FACILITIES AND 2018-19 CORP YARD AND ENGINEERING OPERATIONS  
ADJUSTMENT**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted Resolution 2019-45 on June 26, 2019 approving Fiscal Year 2019-20 Operating Budget in the amount of \$20,588,852 ; and

**WHEREAS**, the Board of Directors approved Resolution 2017-74 on December 13, 2017 to purchase land associated with the La Contenta Wastewater Facilities; and

**WHEREAS**, the Board of Directors approved Resolution 2019-13 on February 27, 2019 to purchase the property for future maintenance and support services facilities; and

**WHEREAS**, the Mid Year budget shows a shortfall for personnel costs associated with Engineering operations budget; and

**WHEREAS**, the Finance Committee gave direction on January 28, 2020 to bring the budget transfers forward for action; and

**WHEREAS**, the Board of Directors of the Calaveras County Water District does hereby find that it is in the best interest of the District to amend the adopted FY 2019-20 Capital Improvement and Operations Budget accordingly, effective February 12, 2020.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopts an amendment to the Fiscal Year 2019-20 Operating Budget and Capital Improvement Program as set forth in Budget Adjustment 20-04, attached hereto and made a part hereof, and authorizes the Director of Administrative Services to record the appropriate accounting entries.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of February, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Bertha Underhill, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: February 12, 2020  
TO: Michael Minkler  
FROM: Rebecca Callen, Director of Administrative Services  
SUBJECT: Discussion/Direction regarding the Mid-Year FY 2019-20 Operating Budgets

---

## **RECOMMENDED ACTION:**

Discussion/Direction Regarding the Mid-Year FY 2019-20 Operating Budgets.

## **SUMMARY:**

Staff has reviewed budgets through December 2019 and identified budget adjustments that require General Manager approval per Policy 5.00.2.14 and 5.00.2.15.

The Finance Committee received the report on January 28, 2020 and gave direction to bring forward as a report to the Board of Directors.

Appendix A – Budget Adjustment 20-03. These are a report out of General Manager approved transfers. These represent transfers that can be addressed through internal department adjustments or between departments, but within fund. Detail of these items are included in the Finance Committee’s Monthly Financial Reports.

## **FINANCIAL CONSIDERATIONS:**

None at this time.

*Attachments: Appendix A – Budget Adjustment 20-03*

**Appendix A**  
**Calaveras County Water District**  
**Fiscal Year 2019-20**  
**Budget Adjustment - Number 20-03**  
**Report out - GM Authority**

From			To		
Department	Account	Amount	Department	Account	Amount
1	50 - Non Departmental	60210 - Power			(1,700)
1	50 - Non Departmental	60250 - Telephone			(2,500)
1	50 - Non Departmental	60400- Outside Services/Repairs			(2,000)
1	50- Non Departmental	60410 - Service Maint Contracts			(1,000)
1	60 - Water Resources	60590 - Professional Services			(10,453)
1			50 - Non Departmental	61410 - Insurance	17,653
2	54 - Utility Services	60000 - Salaries/Wages			(165,000)
2	54 - Utility Services	60230 - Sewage			(15,000)
2	54 - Utility Services	60660 - Lease Expense Vehicle/Equip			(66,000)
2	54 - Utility Services	60470 - Lab Services			(20,000)
2	54 - Utility Services	60310 - Materials and Supplies			(3,922)
2			54 - Utility Services	60030 - Wages - Overtime	80,000
2			54 - Utility Services	60220 - Water	800
2			54 - Utility Services	60250 - Telephone	65,000
2			54 - Utility Services	60260 - Refuse/Disposal	5,700
2			54 - Utility Services	60313 - Tools	15,000
2			54 - Utility Services	60314 - Uniforms	10,000
2			54 - Utility Services	60353 - Computer Peripherals	7,500
2			54 - Utility Services	60354 - Control Sys/Press Tran	1,500
2			54 - Utility Services	60359 - Pumps/Motors	5,000
2			54 - Utility Services	60360 - Solids Handling equip rep	1,453
2			54 - Utility Services	60400 - Outside Serv	5,000
2			54- Utility Services	60480 - Rentals - Non veh/equip	21,000
2			54 - Utility Services	60620 - Repairs and Parts	15,294
2			54 - Utility Services	60650 - Fuel/Repairs	24,473
2			54 - Utility Services	60820 - Other Travel Costs	184
2			54 - Utility Services	60431 - Computer/Lic/Main	12,018
3	54 - Utility Services	Trailer Mounted Generators			(31,852)
3	54 - Utility Services	Bummerville Tank Site Fence			(20,000)
3	54 - Utility Services	Sample Stations			(10,200)
3	54 - Utility Services	West Point SS Well Screening			(2,678)
3			54- Utility Services	Tank Repl - JL D Tank P/S	16,500
3			54- Utility Services	Fuel Tanks - Distr Wide	31,852
3			54- Utility Services	Copper Sawmill PRV Vaults	13,863
3			54- Utility Services	Southworth Quad	1,115
3			54- Utility Services	West Point Monitoring Well	1,400
					(352,305)
					352,305

# Agenda Item

DATE: February 12, 2020  
TO: Michael Minkler, General Manager  
FROM: Joel Metzger, External Affairs Manager  
RE: Discussion/Action regarding a SB 998 Policy Update

---

## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2020 - \_\_\_\_ amending the Calaveras County Water District Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, Article III, Application for Service Rates and Billing, Section 22.

## **SUMMARY:**

Per state law, on February 1, 2020, the Calaveras County Water District implemented new policies consistent with SB 998 (Dodd) Discontinuation of Residential Water Service: Urban and Community Water Systems, "The Water Shutoff Protection Act" that was passed in 2018. This legislation required CCWD to change policies and procedures regarding delinquent account notifications, fee assignments, water service discontinuation and restoration.

## **BACKGROUND INFORMATION:**

This bill applies to all urban and community water systems, public or private, that provide water to more than 200 service connections.

District staff worked with the Finance Committee to review the law and make revisions to CCWD's delinquency and deposit policies.

On December 11, 2019, the CCWD Board of Directors unanimously adopted the new policies proposed by staff.

Since adoption, the District has sent all 13,000+ water and wastewater customers a billing insert with information about the Water Shutoff Protection Act and posted extensive information in five languages on its new webpage: [www.ccwd.org/watershutoffprotection](http://www.ccwd.org/watershutoffprotection).



## **WHY DOES THIS POLICY NEED TO BE UPDATED?**

As property managers, landlords, customers, occupants and tenants have become aware of CCWD's new policies regarding the Water Shutoff Protection Act, Customer Service has received multiple inquiries regarding occupants being able to become customers – under certain circumstances – and whether landlords are still ultimately responsible for water and/or wastewater bills, even if the occupant of the property has decided to become a CCWD customer.

To ensure that CCWD's policy is crystal clear, staff is recommending the addition of language to the sections of the policy that relate to the specific criteria allowing non-legal-deeded-owner occupants to become customers and explicitly stating that legal-deeded property owners will always be responsible for any water and/or sewer bills that are charged for services at the property that they own, even if the property is being rented out. The suggested new language is attached in redline.

Staff believes it is important to make these clarifications early in the implementation process of SB 998 to avoid confusion.

## **FINANCIAL CONSIDERATIONS:**

None at this time.

*Attachments:*     *SB 998 (Dodd) Bill Text*  
                      *SB 998 Policy Update (clean)*  
                      *SB 998 Policy Update (redline)*  
                      *Resolution 2020- \_\_\_\_ - Amending the District Rules and Regulations Governing the Furnishing Of*  
                      *Water and/or Wastewater Services - Article III, Section 22*

# Senate Bill No. 998

## CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[ Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018. ]

### LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal

poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

## DIGEST KEY

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

---

## BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS  
FOLLOWS:

### SECTION 1.

The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

### SEC. 2.

Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

**CHAPTER 6. Discontinuation of Residential Water Service**

**116900.**

This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

**116902.**

For the purposes of this chapter, the following definitions apply:

- (a) "Board" means the State Water Resources Control Board.
- (b) "Public water system" has the same meaning as defined in Section 116275.
- (c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.
- (d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.
- (e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

**116904.**

- (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.
- (b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.
- (c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

**116906.**

- (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:
  - (1) A plan for deferred or reduced payments.
  - (2) Alternative payment schedules.
  - (3) A formal mechanism for a customer to contest or appeal a bill.
  - (4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.
- (b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

**116908.**

(a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer's name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

**116910.**

(a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

**116912.**

An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

**116914.**

(a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

**116916.**

(a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

**116918.**

An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

**116920.**

(a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

**116922.**

All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

**116924.**

Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

**116926.**

This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.



CALAVERAS COUNTY WATER DISTRICT  
RULES AND REGULATIONS GOVERNING THE FURNISHING OF WATER  
AND/OR WASTEWATER SERVICES  
ARTICLE III

APPLICATION FOR SERVICE RATES AND BILLING

**Section 22. Delinquent Water and/or Wastewater Service Bills and Notification of Discontinuation of Water and/or Wastewater Service.**

**22.00.01 Delinquent Account Definition**

A delinquent account is any account that remains unpaid by the close of business 25 calendar days after the date of issuance of the water or wastewater bill, unless the customer has made alternative payment arrangements.

**22.00.02 Late Fees**

If a bill is not paid by the due date, the District will apply a ten dollar (\$10), first late fee to the delinquent account and mail a reminder notice to the customer explaining the delinquent amount and providing a due date that is ten (10) days from the date printed on the notice.

If the delinquent account is not paid within the ten (10) calendar day reminder notice period, a second past-due penalty of eighteen dollars (\$18) will be applied to the customer's account and a physical tag, providing the date when service will be disconnected if payment has not been received, will be placed in a prominent location at the property. This tag will include the delinquent amount due, information about payment plan and appeal options and the date the service will be discontinued if payment is not received.

**22.00.03 Alternative Payment Plans**

Residential customers who are unable to pay for water or wastewater service(s) within the standard payment period may request an alternative payment plan to avoid discontinuation of service(s). CCWD will consider the request and make a determination as to whether the alternative payment plan is warranted. Alternative payment plans will only be granted under the following circumstances:

**22.00.03.1 Threat to Health or Safety**

An alternative payment plan may be approved if the discontinuation of water or wastewater service will be life threatening or pose a serious threat to the health and safety of any resident. The request

for an alternative payment plan must include certification from a primary care provider (per WIC § 14088(b)(1)(A)) that the discontinuation of service will be life-threatening or pose a serious threat to the health and safety of any resident.

### **22.00.03.2 Financial Inability to Pay**

The customer or occupant must demonstrate that they are financially unable to pay for residential service(s) within the normal billing cycle. Acceptable forms of income verification are:

- Documentation from The Resource Connection, showing any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children.
- The customer or occupant declares the household's annual income is less than 200 percent of the federal poverty level.

Payment plans that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. Such a plan will amortize the unpaid balance over a period agreed upon by the District and the customer not to exceed 6 (six) months from the date of the account becoming delinquent. The amortized payments will be combined with and subject to the due date of the customer's regular bills. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an existing amortization plan. Failure to comply with the terms of an amortization plan, or becoming delinquent on the current charges for more than sixty (60) days, will result in the issuance of a written disconnection notice, which will be physically delivered to the premises no fewer than 5 (five) business days in advance of discontinuation of service.

### **22.00.04 Appeals**

A customer may dispute a bill, or request an adjustment of charges through the District's Customer Service Department Manager, within 25 days following the billing date. If the Customer Service Manager denies the request or fails to respond within fifteen (15) days of the District's receipt of the appeal, the

customer may submit a written appeal to the Director of Administrative Services within 30 days of the date the account becomes delinquent, or ten (10) days after the receipt of the denial from the Customer Service Manager, whichever is later.

The Director of Administrative Services will issue a written determination within 15 days. If the Director of Administrative Services denies the appeal, the customer may appeal to the General Manager in writing within 15 days of the date the Director of Administrative Service's determination. The General Manager will provide the customer with a final decision on the appeal within 30 days from the date the written request was received. Late appeals will not be considered.

The District will not discontinue water and/or wastewater service to a customer if there is a pending appeal. If the final appeal is denied by the General Manager, a notice will be issued to the occupant at least five days prior to the discontinuation of service.

#### **22.00.05      Fee Waivers**

"In good standing" is defined as an account that does not have more than one past-due fee during the period of time being reviewed.

Once every two (2) years, District Customer Service Department staff may waive the reminder notice past-due penalty on customers' accounts, if the account is in good standing, no previous late fees have been waived within the past two (2) years and the account balance has been brought current.

Once every five (5) years, District Customer Service staff may waive the second past-due penalty on customers' accounts if the account is in good standing, no previous second past-due fees have been waived within the past five (5) years and the account balance has been brought current.

Additional adjustments that are requested by the customer will fall under Ordinance 2000-03 Credit Adjustment Policy.

#### **22.01            Service Discontinuation**

##### **22.01.01        Service Discontinuation Fee**

A customer will be charged a thirty-six-dollar (\$36) fee for each occasion that an employee of the District is dispatched to disconnect or shut off a service line pursuant to the provisions of Section 22.

### **22.01.02      Service Disconnection Notifications**

The District will not discontinue water service unless payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 10 (ten) days before discontinuation of service(s) for nonpayment. The written warning of discontinuation of service(s) will be sent to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:

- Customer's name and address
- Amount of the delinquency
- Date by which payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for payment arrangements
- Description of the process to dispute or appeal a bill
- District contact information

The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The notification will be based upon the preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone.

### **22.01.03      Notice to Residential Occupants in Individually Metered Residence**

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 7 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a signed owner authorization form or a rental agreement. The District will not consider requests from occupants/tenants to become customers, unless the account associated with their place of residence is in arrears and subject to water disconnection.

Occupants who become CCWD customers under the provisions of this policy will be required to pay a new account establishment fee and deposit (per Article III, Section 21 B. of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Service).

The act of a residential dwelling occupant becoming a CCWD customer, does not alleviate the legal-deeded owner from being ultimately responsible for all fees and charges related to the property. Legal-deeded property owners who enter into landlord-tenant agreements are responsible for all delinquent charges pertaining to the property and will be subject to lien and/or collection through property tax rolls, per California Water Code, Division 12, Part 7, Chapter 2, §31701.5, and California Health and Safety Code, Division 5, Part 3, Chapter 6, §5473.

**22.01.04      Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter**

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 (ten) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements and paid associated capacity, connection and new account establishment fees.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuation of service for non-payment.

**22.02            Service Reconnection**

A disconnected service line will only be reconnected when payment of all charges and indebtedness for water and/or wastewater service(s) has been made. A thirty-six-dollar (\$36.00) fee will be charged for each such reconnection during normal business hours, not to exceed fifty dollars (\$50.00). A higher fee will be charged if reconnection is requested outside of normal business hours, not to exceed \$150.00 (one hundred and fifty) through 2020. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

**22.03            Returned Payments, Unpaid Credit Card Charges, Unhonored ACH Bank Payments, Stopped Payments, Disputed Payments.**

For each payment of water and/or wastewater service(s) that is returned unpaid to the District by its financial institution, a twenty-five-dollar (\$25) charge will be added to that account:

Once a payment has been returned by a financial institution, the District will require payment by certified funds (no checks accepted) for that account for the following 12-month period. If payment is denied twice within a 12-month period, regardless of payment method, the District will require payment by certified funds for the following 24 months.

#### **22.04            Annual Review of Charges.**

All fees and charges outlined in this section may be reviewed annually for possible adjustments relative to actual costs involved with each notification or action.

#### **22.05            Responsibilities and Authorities.**

The customer bears full responsibility for contacting the District regarding the status of any account for water and/or wastewater services immediately upon the receipt of any statement, bill, reminder or any other notice from the District.

#### **22.06            Tampering**

Any person who, with intent to obtain water without paying the full lawful charge, or with intent to enable another person/business to do so, or with intent to deprive the Calaveras County Water District of any part of the full lawful charge for utility services it provides, commits, authorizes, solicits, aids or abets any of the following will be guilty of a misdemeanor crime. All of the actions below are prosecutable offenses, and the District reserves the right to exercise any and every remedy permitted by law in the event of tampering with the District's lines, meters and/or equipment.

- (1) Diverts or causes to be diverted water services, by any means.
- (2) Prevents any utility meter, or other device used in determining the charge for services, from accurately performing its measuring function by tampering or any other means.
- (3) Tampers with any property owned by or used by the District to provide water services.
- (4) Makes or causes to be made any connection with or reconnection with property owned or used by the District to provide water without the authorization or consent of the District.
- (5) Uses or receives the direct benefit of all or a portion of utility services with knowledge or reason to believe that the diversion, tampering, or

unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the utility.

(6) Provides access to District water to any unauthorized user.

The District will cause the prosecution of all violations of Sections 498, 624 or 625 of the State of California Penal Code and all Ordinances or Regulations which make the interference with the orderly supply of water to the District's users a crime.

The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or his/her authorized/unauthorized tenant in operating or using any or all facilities, appliances or equipment for which water is supplied.

*Resolution 2017-14, March 22, 2017*

*Resolution 2019-\_\_\_, December 11, 2019*

CALAVERAS COUNTY WATER DISTRICT  
RULES AND REGULATIONS GOVERNING THE FURNISHING OF WATER  
AND/OR WASTEWATER SERVICES  
ARTICLE III

APPLICATION FOR SERVICE RATES AND BILLING

**Section 22. Delinquent Water and/or Wastewater Service Bills and Notification of Discontinuation of Water and/or Wastewater Service.**

**22.00.01 Delinquent Account Definition**

A delinquent account is any account that remains unpaid by the close of business 25 calendar days after the date of issuance of the water or wastewater bill, unless the customer has made alternative payment arrangements.

**22.00.02 Late Fees**

If a bill is not paid by the due date, the District will apply a ten dollar (\$10), first late fee to the delinquent account and mail a reminder notice to the customer explaining the delinquent amount and providing a due date that is ten (10) days from the date printed on the notice.

If the delinquent account is not paid within the ten (10) calendar day reminder notice period, a second past-due penalty of eighteen dollars (\$18) will be applied to the customer's account and a physical tag, providing the date when service will be disconnected if payment has not been received, will be placed in a prominent location at the property. This tag will include the delinquent amount due, information about payment plan and appeal options and the date the service will be discontinued if payment is not received.

**22.00.03 Alternative Payment Plans**

Residential customers who are unable to pay for water or wastewater service(s) within the standard payment period may request an alternative payment plan to avoid discontinuation of service(s). CCWD will consider the request and make a determination as to whether the alternative payment plan is warranted. Alternative payment plans will only be granted under the following circumstances:

**22.00.03.1 Threat to Health or Safety**

An alternative payment plan may be approved if the discontinuation of water or wastewater service will be life threatening or pose a serious threat to the health and safety of any resident. The request



for an alternative payment plan must include certification from a primary care provider (per WIC § 14088(b)(1)(A)) that the discontinuation of service will be life-threatening or pose a serious threat to the health and safety of any resident.

### **22.00.03.2 Financial Inability to Pay**

The customer or occupant must demonstrate that they are financially unable to pay for residential service(s) within the normal billing cycle. Acceptable forms of income verification are:

- Documentation from The Resource Connection, showing any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children.
- The customer or occupant declares the household's annual income is less than 200 percent of the federal poverty level.

Payment plans that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. Such a plan will amortize the unpaid balance over a period agreed upon by the District and the customer not to exceed 6 (six) months from the date of the account becoming delinquent. The amortized payments will be combined with and subject to the due date of the customer's regular bills. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an existing amortization plan. Failure to comply with the terms of an amortization plan, or becoming delinquent on the current charges for more than sixty (60) days, will result in the issuance of a written disconnection notice, which will be physically delivered to the premises no fewer than 5 (five) business days in advance of discontinuation of service.

### **22.00.04 Appeals**

A customer may dispute a bill, or request an adjustment of charges through the District's Customer Service Department Manager, within 25 days following the billing date. If the Customer Service Manager denies the request or fails to respond within fifteen (15) days of the District's receipt of the appeal, the

customer may submit a written appeal to the Director of Administrative Services within 30 days of the date the account becomes delinquent, or ten (10) days after the receipt of the denial from the Customer Service Manager, whichever is later.

The Director of Administrative Services will issue a written determination within 15 days. If the Director of Administrative Services denies the appeal, the customer may appeal to the General Manager in writing within 15 days of the date the Director of Administrative Service's determination. The General Manager will provide the customer with a final decision on the appeal within 30 days from the date the written request was received. Late appeals will not be considered.

The District will not discontinue water and/or wastewater service to a customer if there is a pending appeal. If the final appeal is denied by the General Manager, a notice will be issued to the occupant at least five days prior to the discontinuation of service.

#### **22.00.05      Fee Waivers**

"In good standing" is defined as an account that does not have more than one past-due fee during the period of time being reviewed.

Once every two (2) years, District Customer Service Department staff may waive the reminder notice past-due penalty on customers' accounts, if the account is in good standing, no previous late fees have been waived within the past two (2) years and the account balance has been brought current.

Once every five (5) years, District Customer Service staff may waive the second past-due penalty on customers' accounts if the account is in good standing, no previous second past-due fees have been waived within the past five (5) years and the account balance has been brought current.

Additional adjustments that are requested by the customer will fall under Ordinance 2000-03 Credit Adjustment Policy.

#### **22.01            Service Discontinuation**

##### **22.01.01        Service Discontinuation Fee**

A customer will be charged a thirty-six-dollar (\$36) fee for each occasion that an employee of the District is dispatched to disconnect or shut off a service line pursuant to the provisions of Section 22.

## **22.01.02 Service Disconnection Notifications**

The District will not discontinue water service unless payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 10 (ten) days before discontinuation of service(s) for nonpayment. The written warning of discontinuation of service(s) will be sent to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:

- Customer's name and address
- Amount of the delinquency
- Date by which payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for payment arrangements
- Description of the process to dispute or appeal a bill
- District contact information

The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The notification will be based upon the preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone.

## **22.01.03 Notice to Residential Occupants in Individually Metered Residence**

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ~~10~~7 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a signed owner authorization form or a rental agreement. The District will not consider requests from occupants/tenants to become customers, unless the account associated with their place of residence is in arrears and subject to water disconnection.

Occupants who become CCWD customers under the provisions of this policy will be required to pay a new account establishment fee and deposit (per Article III, Section 21 B. of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Service).

The act of a residential dwelling occupant becoming a CCWD customer, does not alleviate the legal-deeded owner from being ultimately responsible for all fees and charges related to the property. Legal-deeded property owners who enter into landlord-tenant agreements are responsible for all delinquent charges pertaining to the property and will be subject to lien and/or collection through property tax rolls, per California Water Code, Division 12, Part 7, Chapter 2, §31701.5, and California Health and Safety Code, Division 5, Part 3, Chapter 6, §5473.

**22.01.04      Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter**

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 (ten) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements and paid associated capacity, connection and new account establishment fees.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuation of service for non-payment.

**22.02            Service Reconnection**

A disconnected service line will only be reconnected when payment of all charges and indebtedness for water and/or wastewater service(s) has been made. A thirty-six-dollar (\$36.00) fee will be charged for each such reconnection during normal business hours, not to exceed fifty dollars (\$50.00). A higher fee will be charged if reconnection is requested outside of normal business hours, not to exceed \$150.00 (one hundred and fifty) through 2020. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

**22.03            Returned Payments, Unpaid Credit Card Charges, Unhonored ACH Bank Payments, Stopped Payments, Disputed Payments.**

For each payment of water and/or wastewater service(s) that is returned unpaid to the District by its financial institution, a twenty-five-dollar (\$25) charge will be added to that account:

Once a payment has been returned by a financial institution, the District will require payment by certified funds (no checks accepted) for that account for the following 12-month period. If payment is denied twice within a 12-month period, regardless of payment method, the District will require payment by certified funds for the following 24 months.

#### **22.04            Annual Review of Charges.**

All fees and charges outlined in this section may be reviewed annually for possible adjustments relative to actual costs involved with each notification or action.

#### **22.05            Responsibilities and Authorities.**

The customer bears full responsibility for contacting the District regarding the status of any account for water and/or wastewater services immediately upon the receipt of any statement, bill, reminder or any other notice from the District.

#### **22.06            Tampering**

Any person who, with intent to obtain water without paying the full lawful charge, or with intent to enable another person/business to do so, or with intent to deprive the Calaveras County Water District of any part of the full lawful charge for utility services it provides, commits, authorizes, solicits, aids or abets any of the following will be guilty of a misdemeanor crime. All of the actions below are prosecutable offenses, and the District reserves the right to exercise any and every remedy permitted by law in the event of tampering with the District's lines, meters and/or equipment.

- (1) Diverts or causes to be diverted water services, by any means.
- (2) Prevents any utility meter, or other device used in determining the charge for services, from accurately performing its measuring function by tampering or any other means.
- (3) Tampers with any property owned by or used by the District to provide water services.
- (4) Makes or causes to be made any connection with or reconnection with property owned or used by the District to provide water without the authorization or consent of the District.
- (5) Uses or receives the direct benefit of all or a portion of utility services with knowledge or reason to believe that the diversion, tampering, or

unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the utility.

(6) Provides access to District water to any unauthorized user.

The District will cause the prosecution of all violations of Sections 498, 624 or 625 of the State of California Penal Code and all Ordinances or Regulations which make the interference with the orderly supply of water to the District's users a crime.

The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or his/her authorized/unauthorized tenant in operating or using any or all facilities, appliances or equipment for which water is supplied.

*Resolution 2017-14, March 22, 2017*

*Resolution 2019-\_\_\_, December 11, 2019*

**RESOLUTION 2020 - \_\_\_\_\_**

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

**AMENDING THE DISTRICT RULES AND REGULATIONS  
GOVERNING THE FURNISHING OF WATER AND/OR WASTEWATER  
SERVICES - ARTICLE III, SECTION 22**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Service to Consumers on December 7, 1954; and

**WHEREAS**, the Board has passed administrative fees and established procedures related to fees for returned payments and the collection of late payments on water and wastewater related fees in Resolution 2006-70, adopted on June 28, 2006, Adoption of New and Revised Administrative Fees in Regard to Delinquent Water and/or Wastewater Service Bills; and

**WHEREAS**, the Board amended Sections 22 A, B, C, D and E of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services in Resolution 2017-14, adopted on March 22, 2017; and

**WHEREAS**, Senate Bill 998 (Dodd) "The Water Shutoff Protection Act" was passed into law in 2018 and required CCWD to change portions of its delinquency policy; and

**WHEREAS**, to meet the requirements of SB 998, the Board amended Section 22 of Article III of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services, adopted by Resolution 2019-82 on December 11, 2019; and

**WHEREAS**, during the implementation of the updated policy addressing the Water Shutoff Protection Act, staff has reached the conclusion that certain clarifications within the policy language are needed to avoid customer confusion, and

**NOW THEREFORE, LET IT BE RESOLVED**, that the amendments to Section 22 of Article III of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services attached hereto are hereby approved by the Board of Directors, and the amended policy is incorporated into Article III and shall become effective on February 12, 2020; and

**BE IT FURTHER RESOLVED**, that the remainder of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Service to Consumers adopted December 7, 1954, and thereafter amended, shall remain in full force and effect.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of February 2019 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Bertha Underhill, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



---

# Operations Department Report

January 1<sup>st</sup> 2020 through January 31<sup>st</sup> 2020

## **Director of Operations:**

1. On-going work associated with obtaining a CA. F&W 1602 streambed alteration permit for the District's FEMA funded Bear Creek Debris Removal Project
2. Conducted the District's Quarterly Utility Coordination Meeting in which Utilities throughout the County discuss projects and common objectives and issues
3. Met with the County RE: coordination associated with the County's Road Micro-surfacing objectives and District Projects
4. Continued to work to facilitate the successful implementation of the District CMMS Software
5. Provided Staff Reports RE: the state of the District's Potable Water Storage Tanks and the California Air Resources Board's (better known as CARB) large vehicle fleet replacement program
6. Assisted the Construction and Ebbett's Pass Distribution Crew in the repair of the Techite Potable Water Pipeline
7. Attended a meeting with the Calaveras County Building Department to discuss coordination relative to mutual objectives
8. On-going work associated with Fiscal Year 20/21 Operations Budget Requests Development
9. On-going work associated with facilitating the completion of District work objectives
10. Attended PG&E's PSPS Listening Session at the Calaveras County Sherriff's Office to round table challenges associated with the multiple PSPS events of the Fall of 2019

## **Administrative Technician:**

1. December Spray Reporting
2. Maintained Field Calendar
3. Monitoring Distribution of Line Locates for CMMS Accuracy
4. Operations Work Order Tracking
5. Facilitation with Employee Reimbursements & Certificate Renewals
6. Training – Including Registrations & Travel Arrangements
7. Attended First Aid/CPR Training
8. Operations Shipping/ Returns
9. On Call Reminders, Transfers, Logs
10. Bi-Weekly Mail Pick-Up & Sorting
11. Electronic Lab Report Filing – Completed 2018 & 2019
12. Organizing and Archiving Operations Department Documents
13. Coordinated Annual Re-Charge of Fire Extinguishers District Wide
14. Attended Various Meetings
15. Training on Regulatory Compliance Reporting
16. Miscellaneous Administrative Functions

## **Plant Operations Manager:**

1. Completed review of Monthly water reports and submitted them to the State
2. Completed review of Monthly wastewater reports and submitted them to the State
3. Completed development and submission of the Quarterly, Semi-Annual, and Annual Reports for each District Wastewater Treatment Facility and submitted them to the State

4. On-going work associated with obtaining quotes for wastewater treatment plant headworks system replacements
5. Time associated with the Copper Cove Reclaim Plant Pilot Study
6. Conducted interviews for a new Jenny Lind/La Contenta Service Area Treatment Operator
7. Attended a meeting with the Calaveras County Building Department to discuss coordination relative to mutual objectives
8. Attended the Western U.S. Utility Alert Association meeting
9. Reviewed the La Contenta Dam Emergency Action Plan (EAP) meeting
- 10.

### **Purchasing Agent:**

1. Reviewed and coded Purchase Orders for purchases and entered the data into Springbrook
2. Met with Representatives of the Mueller Meter Company and RBI Co. to review the functionality of Mueller meters and meter reading equipment.
3. On-going research associated with pricing leak repair material
4. Analyzed specifications associated with a failed pump at Lift Station 3 in Arnold. Obtained three quotes for purchase of a replacement pump and ordered the replacement
5. Delivered new Ford Ranger (Enterprise lease program) to Operations in Copperopolis
6. Delivered water meters to Copperopolis and Ebbett's Pass Distribution
7. Obtained quotes for pump replacement at Lift Station 4 in Copperopolis – Made purchase
8. Researched cost associated with Magnetic Flow Meters, obtained quotes, and made a purchase for the Copper Cover Reclaim WW Plant
9. Met with Ferguson/Neptune to discuss meter pricing and capability
10. Developed a price list and availability for Cla-Val control parts
11. Delivered Vehicle #725 (Admin Escape) to the Dealer for recall parts replacement
12. Research, quote development, and purchase of various items for various departments within the District

### **Water Treatment Plants:**

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

1. Operations as usual
2. On-going work associated with installing a new water supply for the Ozonation System and repairing the destruct unit (1)

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

1. Operations as usual
2. Quarterly Disinfection By-Products Sampling completed
3. Effluent valve on filter #1 replaced (Mechanics)
4. Random failures on blowers #1 and #2 continue

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

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

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

1. Operations as usual
2. New Hach TU 5300 Turbidimeter installed

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

1. Operations as usual

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

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

### **Wastewater Treatment Plants:**

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

1. Operations as usual
2. New effluent flow meter installed

3. SCADA improvements completed

**Copper Cove Wastewater Treatment Plant:**

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

**Copper Cove Wastewater Reclamation Plant:**

1. Plant idle
2. Electricians continue to work on system flow meters

**Country House Wastewater Facility:**

1. Operations as usual

**Forest Meadows Wastewater Treatment Plant:**

1. Operations as usual

**Indian Rock Vineyards Wastewater Facility:**

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

**La Contenta Wastewater Treatment Plant:**

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

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

1. Operations as usual

**Six Mile Wastewater Collection System:**

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

**Southworth Wastewater Treatment Plant:**

1. Operations as usual

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

1. Operations as usual
2. On-going coordination with the Construction Crew to improve the polymer delivery system
3. MBR Filter Vendor onsite to discuss ways to optimize the plant's operation
4. Repaired fencing
5. New backup SCADA computer system installed

**West Point Wastewater Treatment Plant:**

1. Operations as usual

**Wilseyville Wastewater Facility:**

1. Operations as usual

**Distribution:**

**Copperopolis Distribution System:**

**SERVICE LINE WORK**

1. Dolores 1" 6 gpm
2. Antelope Corp. Stop 5 gpm
3. Cheyenne 1" 3 gpm
4. Pueblo Trail 1" 2 gpm
5. Squaw 1" 1 gpm
6. Bearclaw 1" 5 gpm
7. Mohawk 1" 1 gpm

**MAIN LINE WORK**

None at this time

**Additional Work**

1. USA's
2. Flushed 102,231 gals.
3. PRV Maintenance
4. 92 valves turned
5. Installed 30' of new 1" service

6. meter replacements
7. exercised 75 valves
8. Rehabilitated the road to Lift Station 20

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

#### **SERVICE LINE WORK**

1. Navajo – 3 gpm
2. Navajo – 5 gpm
3. Navajo – 3 gpm
4. Linebaugh – 3 gpm
5. Apache – 3 gpm
6. Crystal – 3 gpm
7. Sheep Ranch Rd – 5 gpm
8. Navajo – 3 gpm

#### **MAIN LINE WORK**

1. Techite line break at Blackfoot Circle – 3,500 gpm

#### **Additional Work**

1. Customer Service Work Orders
2. USA Line Locates

### **Jenny Lind Distribution System:**

#### **SERVICE LINE WORK**

1. Gabor, 1" x 6" wraparound, Hand dig, 2 gpm.
2. Baldwin, 1" x 3" wraparound, 1.5 gpm
3. Baldwin, 1" x 3" wraparound, Hand dig, 1 gpm
4. Baldwin, 1" x 3" wraparound, 1.5 gpm
5. Baldwin, 1" x 3" wraparound, 2 gpm
6. Baldwin, 1" x 6" wraparound, 2 gpm
7. Silver Rapids, 1" x 3" wraparound, 2 gpm
8. Mann, Shutdown main and re-flare service line at main and replace 3 feet of 1", 1.5 gpm
9. Siegel, 1" x 3" wraparound, 2 gpm
10. Usher, 1" x 3" wraparound, 1.5 gpm
11. Silver Rapids, Cut in 3 feet of 1" service line, 3 gpm
12. Gabor, 1" x 3" wraparound, 2 gpm
13. Bartelink, 1" x 3" wraparound, 1 gpm
14. Dunn, 1" x 3" wraparound, 4 gpm
15. Westhill, 1" x 3" wraparound, 2 gpm
16. PRV on Friedman/Garner, Replaced fitting on pilot system, 3 gpm
17. Paradise Peak, replaced curb stop that blew off, 5 gpm
18. McAtee, Root intrusion on curb stop, 1 gpm
19. Hironymous Ct, 1" x 3" wrap around, .5 gpm

#### **MAIN LINE WORK**

None at this time

#### **ADDITIONAL WORK**

1. 26 USA Line Locates
2. 63 Service requests for the Jenny Lind area ranging from Read/Leave Ons, Restores, Pressure issues, Re-reads.
3. Flushed 15,489 gallons
4. Attended Pre-Construction meeting for the Kirby, Gabor, Garner Service Line Replacement Project (PB, MD, DT)

## **West Point Distribution System:**

### **SERVICE LINE WORK**

1. None at this time

### **MAIN LINE WORK**

1. Bummerville Road – 4" main cracked by tree roots – 7 gpm

### **ADDITIONAL WORK**

1. 37 USA Line locates
2. 11 Service Requests ranging from Read/Leave Ons, Restores, Pressure issues, Re-reads.
3. Assisted Facilities Maintenance Technician with the installation of conduit at the Bummerville Reservoir

## **Collections:**

1. Checked grease traps district wide
2. Weekly safety tailgate meetings
3. Vehicle Inspections
4. Line locates district wide
5. Weekly lift station checks
6. No spill reports through CIWQS
7. Multiple call outs to septic tank problems in Southworth, Wallace, Indian Rock, and West Point
8. Manhole grade ring and steel repair on Main St. in Vallecito
9. Manhole grade ring and steel repair on Blagen Rd. in White Pines
10. Pumped and cleaned wet wells at lift stations 1,2 and 3 in Poker Flat in Copperopolis
11. Pumped and cleaned wet well at lift station 22 in Copper
12. Pumped and cleaned wet wells at lift stations 2 and 3 in Arnold
13. Flushed sewer main in West Point in front of the fire house that is a known problem
14. Fixed a water leak in Copper for the distribution crew
15. Power wash, caulk and paint the 4 lift station buildings in Connors Estates in Copperopolis
16. Pulled and unplugged pump 2 at lift station 2 in Arnold
17. Working on a booster pump problem at lift station 3 in Arnold
18. Pulled and unplugged both pumps at lift station 14 in Copperopolis due to swiffers
19. Pulled pump at Huckleberry lift station and took to SHAPE for motor problems
20. Double 4" service lateral excavation and repair due to root intrusion at bad joints at 75 and 87 Poker Flat Rd. in Copperopolis
21. Smoke tested the Douglas Flat subdivision and made multiple small repairs to help reduce I&I at Vallecito waste water treatment plant
22. Multiple crew meetings and training on MMS program

## **Construction:**

1. Assisted the Copper Cove Distribution Crew with service line leak repairs
2. Assisted the Ebbett's Pass Distribution Crew with service line leak repairs
3. Assisted the La Contenta Distribution Crew with service line leak repairs
4. Assisted the Collections Crew in the repair of a failed sewer line in La Contenta and in Copperopolis
5. Replaced failed valves at the Arnold WWTP and Forest Meadows WWTP
6. Constructed a polymer delivery platform at the Vallecito/Douglas Flat WWTP
7. Assisted in the installation of electrical conduit and airline piping in the Bummerville Reservoir Dam
8. Began soundproofing the training room at the District Administrative Building
9. Repaired the failed Techite line at Blackfoot Circle in Big Trees Village w/ Ebbett's Pass Distribution

## **Electrical:**

1. Removed and replaced old failed VFD for pump #3 at Huckleberry sewer lift station
2. Replaced failed low-level float Sequoia Woods sewer lift station
3. Confirmed function of control system at Copper Cove sewer lift station #20, replaced level transducer and UPS, problem ultimately was a broken sewer main
4. Troubleshoot and repaired open circuit for unit heater #3 at WPWTP
5. Troubleshoot and repaired control circuit for Backwash Return pump #1 at WPWTP
6. Troubleshoot and repaired belt press tumbler at AWWTP

7. Added new district vehicles to GPS system
8. Repaired control system for the backwash return system at FMWWTP
9. Repaired bad connection of level transducer at Conner's Main sewer lift station in Copper
10. Hooked up electrical feed to mixer at Upper Cross-Country sewer lift station in Copper
11. Worked on septic tank in Indian Rock vineyards, high amp draw, pump was ultimately plugged
12. Modified reporting times on GPS units due to new vehicle demands
13. Extended wires for Turbidity meter lamp at WPWTP
14. Replaced failed panel pump run lamps at sewer lift stations 43 and 45 in Copper
15. Installed correct overload heaters in the pump #2 starter at sewer lift station #41 in Copper
16. Replaced failed VFD for belt press at AWWTP
17. Installed and integrated a new spray field flow meter in SCADA system at AWWTP
18. Replaced failed lighting switch at the upper radio building at AWWTP
19. Repaired failed level float at Conner's Main sewer lift station in Copper
20. Replaced failed hour meter for pump #2 at sewer lift station #1 in Copper
21. Troubleshoot ozone destruct heater at CCWTP and ordered new
22. Troubleshoot and ordered new ABB flow meter transmitter at Copper Cove headworks
23. Ran conduit and pulled new wire for a complete outside control system revamp at the recently problematic Conner Main sewer lift station in Copper
24. Troubleshoot Sheep Ranch WTP flow meter, determined spool mag pickup needs replaced with new
25. Reprogrammed main office voice radio restoring proper function of vehicle GPS system
26. Attended blood borne pathogens and CPR/First aid trainings
27. Troubleshoot and repaired Copper Cove raw water pump station control system
28. Pulled new wire and hooked up new block heater for generator at Copper Cove raw water pump station
29. Replaced failed 1500 UPS battery at WPWTP main control cabinet
30. Replaced failed VFD cooling fan for effluent pump #1 at JLWTP and ordered spare
31. Adjusted pressure switches on filter #1 at JLWTP
32. Repaired failed coagulant alarm at WPWTP SCADA system
33. Replaced failed control float in Wallace WTP backwash sump
34. Electrically disconnected M.O.V at JLWTP pretreatment system awaiting new M.O.V installation
35. Reprogrammed security key fob for truck #150 restoring proper function
36. Attended CMMS training
37. Installed new Ovivo SCADA backup computer at VWWTP
38. Reconfigured remote SCADA access IP scheme at AWWTP for new high-speed internet
39. Customized SCADA system at AWWTP for enhanced operator remote control
40. Replaced failed level transducer at JLWTP clear well
41. Finished new Vallecito reclaim building electrical and instrumentation installations
42. Ordered, received and delivered electrical parts to west Point regulator for aerator relocation
43. Repaired level transducer at Saddle Creek Golf Course wet well and restored radio function to plant
44. Reconfigured remote SCADA access IP scheme at Hunters WTP for new high-speed internet
45. Went over electrical project in the sound proof room at the main office with construction crew
46. Updated SCADA alarming contacts at JLWTP and LCWWTP

## **Mechanical:**

1. Replaced dead battery in vehicle #142
2. Replaced defective engine oil cooler on vehicle #126 (VacCon)
3. Drained cooling system and replaced the block heater assembly on the generator at the Copper Cove Raw Water Pump Station. Worked with electrical to re-wire the assembly and restored cooling system
4. Installed new snow plow on Truck #731
5. Removed pump from Lift Station 3 in Arnold, removed debris from the pump's impeller, disassembled and delivered shaft to welding shop for repair, sandblasted and re-painted all parts, and reset pump in the wetwell.
6. Completed Generator Checks in the Ebbett's Pass Service Area
7. Repaired the fuel Tank on the Standby Generator at the Mokelumne River Pump Station
8. Serviced the Generators at the Sawmill Tank, Avery Tank, Hunters WTP, and Larsspur Tanksite
9. Welded leak repairs on the "C-Tank" pressure vessel in Copperopolis
10. Replaced air filter and leaking fuel pump on the Lakeside Generator

11. Worked with the Construction Crew to pull and replace valves at the Arnold WWTP
12. Fabricated support for pump at Lift Station 3 in Arnold
13. Completed generator checks in the Copperopolis Service Area
14. Replaced the generator at the repeater site off Hunt Road
15. Repaired generator at the West Point WTP – replaced heater hose
16. Serviced all motors at the Hunters WTP Effluent Pump Station
17. Adjusted closing speed on Cla-Val #2 at the Hunters Effluent Pump Station
18. Installed air relief valves on PSPS fuel tanks District Wide
19. Cleaned the Shop

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