



**CALAVERAS PUBLIC UTILITY DISTRICT
506 W. St. Charles, Street San Andreas, CA 95249**

**BOARD OF DIRECTORS REGULAR MEETING: 3:00 PM
July 12, 2022**

President J.W. Dell 'Orto
President of the Board

Director Richard Blood
Director Jack Tressler

Director Brady McCartney

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors at the District Office. Due to space limitations in the Board meeting room and in light of the continuing pandemic, we encourage the public to attend remotely as follows:

- **Join the Conference Call meeting**
- **Dial-in number (US): 1(669)900-9128**
- **Join the online ZOOM meeting:**
<https://us02web.zoom.us/j/81514083058?pwd=UWdBT0FOMHIQRIBzQUNtZnZVcHdEUT09>
- **Meeting ID: 815 1408 3058**
- **Meeting Passcode code: 075725**

Please mute your call before joining. This will limit technical difficulties with audio. Only unmute your call if the President has requested public comment on an item. Upon completing your comments, please mute your call again. Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller. Do not talk over the top of any other callers. Conversations must be

AGENDA

1. CALL THE MEETING TO ORDER

2. ROLL CALL OF DIRECTORS

- President J.W. Dell 'Orto
- Director Richard Blood
- Director Brady McCartney
- Director Jack Tressler

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (Limit: 3 min/person)

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with 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 3 minutes per person.

5. **RESOLUTION NO. 2022-16: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT FOR THE PERIOD JULY 12, 2022 to AUGUST 12, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

Action Requested: Roll Call Vote

Approval of Resolution No. 2022-16 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors Due to the Covid-19 Emergency.

6. **CONSENT ITEMS**

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

- a. Claim Summary

Action: Roll call Vote

Consider motion to approve consent items.

ITEMS FOR BOARD DISCUSSION AND/OR ACTION

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

7. **APPOINTMENT OF TEMPORARY ADVISORY COMMITTEE TO REVIEW PROPOSTION 218 CONSULTANT PROPOSALS**

Action Requested: Discussion

President to appoint advisory committee to review Proposition 218 consultant proposals.

8. **POTENTIAL LINE EXTENSION – SUNSHINE LANE (HERTZIG)**

Action Requested: Discussion

Property owner requested to be placed on the agenda to discuss a potential water main line extension.

9. 2018 MOKELUMNE-AMADOR-CALAVERAS (MAC) INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLAN AND SUBSEQUENT 2022 ADDENDUM

Action Requested: Roll Call Vote

- a. UMRWA meeting update regarding MAC IRWM Plan
- b. Approval of Resolution 2022-17

10. MOKELUMNE HILL SANITARY DISTRICT FEES

Action Requested: Roll Call Vote

Motion to approve Mokelumne Hill Sanitary District's fees as outlined in General Manager's memo.

11. CALAVERAS PUBLIC UTILITY DISTRICT PAYROLL SCHEDULE

Action Requested: Roll Call Vote

Approval of Resolution 2022-18 changing the District's payroll schedule from semimonthly to biweekly.

12. CALAVERAS COUNTY WATER DISTRICT WATER SALES AGREEMENT

Action Requested: Discussion

- a. Review and discussion regarding final contract executed by the District and CCWD.

13. WATER CONSERVATION

Action Requested: Roll Call Vote

- c. Calaveras Conserves update
- d. Approval of Resolution 2022-19 Voluntary Water Conservation

14. DRINKING WATER PLANNING GRANT

Action Requested: Roll Call Vote

- a. Review agreement and authorize General Manager to execute agreement.
- b. Approval of Resolution 2022-20

15. BACKWASH RECYCLE PROJECT GRANT FUNDING

Action Requested: Roll Call Vote

- a. Discussion and Authorize General Manager to pursue grant funding for backwash recycle project
- b. Resolution 2022-21 Integrated Regional Water Management (IRWM)
- c. Resolution 2022-22 United States Department Agriculture (USDA)

16. RICH GULCH TRANSMISSION MAIN REPLACEMENT

Action Requested: Roll Call Vote

- a. Discussion and Authorize General Manager to pursue funding for a construction grant for Rich Gulch
- b. Resolution 2022-23 State Revolving Fund (SRF)

17. REPORTS

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and public. No decisions are to be made on these issues.

- a. Legal Counsel's Report
- b. Water System Superintendent's Report
- c. Engineer's Report
- d. General Manager's Report
- e. Director's Comments: Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

18. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

CPUD designated representatives: Travis Small, General Manager and Adam Brown, General Counsel

Employee organization: SEIU Local 1021

19. ADJOURNMENT

If there is no other Board business the President will adjourn to its next regular meeting scheduled for August 9, 2022, at 3:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD 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 CPUD for review by the public.

RESOLUTION NO. 2022-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RERATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT FOR THE PERIOD JULY 12, 2022 TO AUGUST 12, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Calaveras Public Utility District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board of Directors conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-10 on September 27, 2021, finding that the requisite conditions exist for the District’s Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, the Board of Directors reconsidered the circumstances of the state of emergency that exists in the District and adopted Resolution No. 2022-5 reaffirming the continued state of

emergency in the District and reauthorizing remote meetings of Board of Directors meetings through August 12, 2022; and

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by the Governor on March 4, 2020 due to the Covid-19 pandemic; and

WHEREAS, guidance from the State of California, which has been followed by the Calaveras County Department of Public Health, recommends or mandates social distancing and face coverings in certain settings to prevent the spread of Covid-19; and

WHEREAS, the Board of Directors does hereby find that that the rise in SARS-CoV-2 Delta Variant during the Covid-19 pandemic has caused, and will continue to cause, conditions dangerous to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of the District shall continue to conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has implemented virtual meeting protocols which comply with the requirements of paragraph (2) of subdivision (e) of section 54953, by providing for public participation through online meeting attendance and the opportunity to provide comment during the Board meeting both verbally or via email.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and Covid-19 has caused, and will continue to cause, an unreasonable risk of harm to the safety of persons within the District that are likely to be beyond the control of the services, personnel, equipment and facilities of the District.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of

this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 8, 2022, or such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Calaveras Public Utility District this 12th day of July, 2022, by the following vote:

AYES:

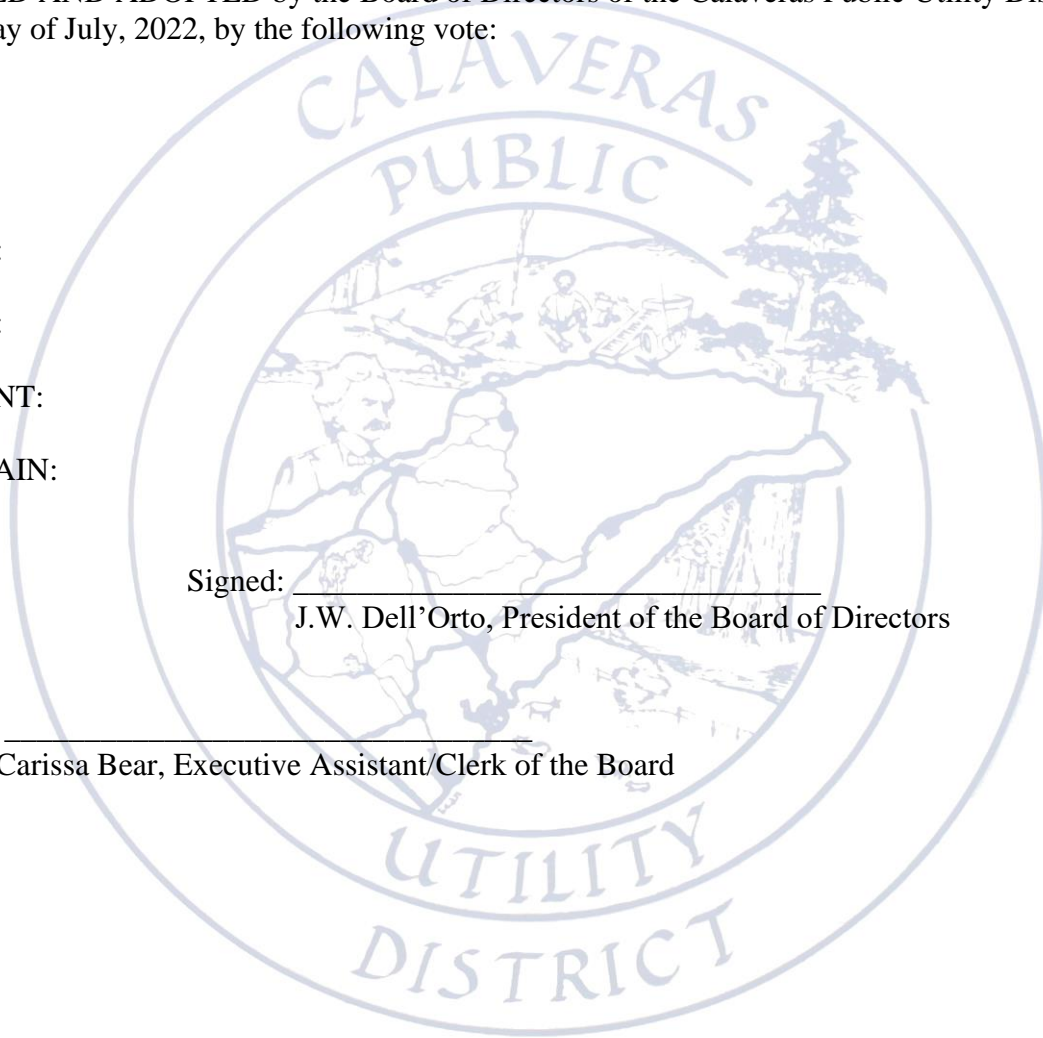
NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell'Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board



CALAVERAS PUBLIC UTILITY DISTRICT

CLAIM SUMMARY # 765

DATE: June 2022

The claims listed on the schedules attached to this summary have been examined and found to be correct and proper demands against the Calaveras Public Utility District.

Claims Submitted	\$ 328,748.91
Payroll Submitted	\$ 47,803.73
P/R Tax Deposits	\$ 21,407.43
Board/Employee Reimb.	\$ 128.47
Sub-total	\$ 398,088.54

Net Additions	
Net Deductions	
Claim Summary Approved for	\$ 398,088.54



Clerk of the Board, Calaveras Public Utility District

Calaveras Public Utility District
Expenses by Vendor Detail
 June 2022

Name	Date	Memo	Account	Amount
ACWA-Health				
	06/07/2022	July 2022 Dental, Vision, Life	5643 · Medical Insurance	1,302.57
Total ACWA-Health				1,302.57
Alpha Analytical Labs, Inc.				
	06/07/2022	Lab Fees	5323 · Lab Fees	570.00
Total Alpha Analytical Labs, Inc.				570.00
AT & T				
	06/07/2022	209-754-1920 San Andreas Tank	5432 · T & D Misc. Maint. Utilities	217.15
	06/07/2022	234-351-0095 San Andreas Tank Circuit	5432 · T & D Misc. Maint. Utilities	55.81
	06/07/2022	209-286-1502 Hydro #3	5432 · T & D Misc. Maint. Utilities	219.05
Total AT & T				492.01
AT & T				
	06/29/2022	Hydro #3	5432 · T & D Misc. Maint. Utilities	63.06
Total AT & T				63.06
AT&T				
	06/22/2022	Phone & Internet @ Shop	5432 · T & D Misc. Maint. Utilities	89.29
Total AT&T				89.29
Blood, Richard				
	06/15/2022	5/18, 5/19, 5/24, 6/14	5680 · Director's Fees	400.00
	06/15/2022	Mileage	5681 · Director's Mileage	8.19
Total Blood, Richard				408.19
Brady McCartney				
	06/15/2022	5/19,6/14	5680 · Director's Fees	200.00
Total Brady McCartney				200.00
Cal-Waste				
	06/07/2022	Office	5623 · Contract Services	151.13
	06/07/2022	Shop	5422 · T & D Contract Services	360.24
Total Cal-Waste				511.37
Cal PERS				
	06/16/2022	Employer Contribution, Classic, 1017, CalPERS, 06/01/2022 - 06/15/2022	5645 · Retirement-PERS (Admin)	3,389.54
	06/16/2022	Employer Contribution, PEPRA, 26507, CalPERS, 06/01/2022 - 06/15/2022	5645 · Retirement-PERS (Admin)	2,133.56
	06/20/2022	July Medical	5643 · Medical Insurance	27,452.42
	06/20/2022		5645 · Retirement-PERS (Admin)	0.00
Total Cal PERS				32,975.52
Calaveras Auto Supply				
	06/07/2022	Inv# 400708 Vac Trailer	5424 · T & D Equip. Repair & Oper.	59.50
	06/07/2022	Inv# 400787 Dump Truck	5424 · T & D Equip. Repair & Oper.	10.17
	06/07/2022	Inv# 400727 007/Little Dump Truck	5424 · T & D Equip. Repair & Oper.	15.00
Total Calaveras Auto Supply				84.67

Calaveras Public Utility District
Expenses by Vendor Detail
 June 2022

Name	Date	Memo	Account	Amount
Calaveras Lumber Company				
	06/22/2022	Office Remodel Supplies	5620 · Materials & Supplies	202.05
Total Calaveras Lumber Company				<u>202.05</u>
Calaveras Public Power Agency				
	06/07/2022	CPUD Warehouse	5432 · T & D Misc. Maint. Utilities	29.65
	06/07/2022	Glencoe Booster Pump	5432 · T & D Misc. Maint. Utilities	169.87
	06/07/2022	CPUD Office	5621 · Office Utilities	138.91
	06/07/2022	Jeff Davis Water Treatment Plant	5432 · T & D Misc. Maint. Utilities	594.40
	06/07/2022	Licking Fork Pumping Station	5230 · Utilites Pumping Power	16,312.00
Total Calaveras Public Power Agency				<u>17,244.83</u>
California Secretary of State				
	06/24/2022	Notary License Renewal	4495 · - Notary	40.00
Total California Secretary of State				<u>40.00</u>
Carbon Copy Inc.				
	06/07/2022	Invoice# 608290	5623 · Contract Services	94.58
	06/07/2022	Invoice# 608669 (Toner Cartridges)	5623 · Contract Services	510.64
	06/28/2022	Invoice# 609041	5623 · Contract Services	77.72
Total Carbon Copy Inc.				<u>682.94</u>
Care Free Lawns				
	06/07/2022		5623 · Contract Services	150.00
Total Care Free Lawns				<u>150.00</u>
Comcast				
	06/14/2022	Office Internet/Phone	5621 · Office Utilities	289.91
Total Comcast				<u>289.91</u>
Comcast Business (VE)				
	06/14/2022	Business Voice Edge	5621 · Office Utilities	291.13
Total Comcast Business (VE)				<u>291.13</u>
Condor Earth Technologies, Inc.				
	06/29/2022	Redhawk Lake Dam Inundation Mapping	5422 · T & D Contract Services	868.00
Total Condor Earth Technologies, Inc.				<u>868.00</u>
Datco Billing				
	06/07/2022	M. Royce, D. Bell, L. Teaney, M. O'Reilly	5422 · T & D Contract Services	180.00
Total Datco Billing				<u>180.00</u>
De Lage Landen Financial Services Inc.				
	06/17/2022	Invoice# 76596932 Kyocera	5623 · Contract Services	83.66
Total De Lage Landen Financial Services Inc.				<u>83.66</u>
Dell'Orto, J.W.				
	06/15/2022	5/19, 5/24, 6/14	5680 · Director's Fees	300.00
Total Dell'Orto, J.W.				<u>300.00</u>

Calaveras Public Utility District
Expenses by Vendor Detail
 June 2022

Name	Date	Memo	Account	Amount
Farr Construction				
	06/29/2022	Progress Pay Estimate #3 - Phase II	1190 · Construction in Progress	194,704.04
Total Farr Construction				<u>194,704.04</u>
Fischer, Merle				
	06/07/2022	PRS Reimb. June	5647 · OPEB - Retirement	765.23
Total Fischer, Merle				<u>765.23</u>
GEI Consultants, Inc.				
	06/07/2022	Chief Dam Safety Engineer	5623 · Contract Services	3,991.00
Total GEI Consultants, Inc.				<u>3,991.00</u>
Grainger				
	06/07/2022	Invoice# 9323851635 - Precision Screwdriver Set	5421 · T & D Maint. Mat. & Supp.	44.00
Total Grainger				<u>44.00</u>
Hansford Economic Consulting, LLC				
	06/07/2022	Invoice# 405 CPUD Capacity & Connection Fee consultations	5623 · Contract Services	586.25
Total Hansford Economic Consulting, LLC				<u>586.25</u>
Henwood Associates, Inc.				
	06/29/2022	Garamendi Project	5422 · T & D Contract Services	1,003.40
Total Henwood Associates, Inc.				<u>1,003.40</u>
Hill Rivkins Brown & Associates				
	06/07/2022	April Legal Fees	5682 · Audit & Legal	5,516.50
	06/14/2022	May Legal	5682 · Audit & Legal	12,862.00
Total Hill Rivkins Brown & Associates				<u>18,378.50</u>
Hobgood's Cleaning Service				
	06/17/2022	Janitorial Service June 2022	5623 · Contract Services	160.00
Total Hobgood's Cleaning Service				<u>160.00</u>
Hunt & Sons Inc.				
	06/14/2022	Fuel for District Vehicles	5424 · T & D Equip. Repair & Oper.	1,384.27
	06/28/2022	Fuel for District Vehicles	5424 · T & D Equip. Repair & Oper.	1,742.45
Total Hunt & Sons Inc.				<u>3,126.72</u>
Martin Marietta				
	06/07/2022	Aggregate	5421 · T & D Maint. Mat. & Supp.	131.62
	06/29/2022	Aggregate	5421 · T & D Maint. Mat. & Supp.	85.19
Total Martin Marietta				<u>216.81</u>
Matrix Trust Company				
	06/07/2022	457 Contributions Payroll Date 5/31//2022	2317 · 457 Plan	733.05
	06/22/2022	457 Contributions Payroll Date 6/15/2022	2317 · 457 Plan	735.00
				<u>1,468.05</u>
Motherlode Answering Service				

Calaveras Public Utility District
Expenses by Vendor Detail
 June 2022

Name	Date	Memo	Account	Amount
	06/07/2022	Invoice # 19397 May Service	5623 · Contract Services	267.00
Total Motherlode Answering Service				267.00
Pace Supply				
	06/15/2022	Invoice# 057746944 Simtap	5421 · T & D Maint. Mat. & Supp.	786.21
Total Pace Supply				786.21
PG&E - ENERGY STATEMENT				
	06/07/2022	San Andreas Tank	5432 · T & D Misc. Maint. Utilities	15.00
	06/07/2022	Office	5621 · Office Utilities	17.27
	06/07/2022	Schaad's	5201 · Schaads Hydro Cost	56.30
	06/07/2022	Warehouse Light	5432 · T & D Misc. Maint. Utilities	9.68
	06/07/2022	Warehouse Light	5432 · T & D Misc. Maint. Utilities	9.68
	06/14/2022	Hwy 49 & Entrance to Golden Hills Sub	5432 · T & D Misc. Maint. Utilities	7.03
	06/29/2022	MCV Hydro #2	5200 · Pipeline Hydro Cost	84.92
	06/29/2022	Prindle Rd	5432 · T & D Misc. Maint. Utilities	9.53
	06/29/2022	Garamendi Hydro #3	5200 · Pipeline Hydro Cost	207.52
	06/29/2022	Schaad's	5201 · Schaads Hydro Cost	103.98
Total PG&E - ENERGY STATEMENT				520.91
PGE-NON ENERGY INVOICES				
	06/29/2022	Hydro #1	5200 · Pipeline Hydro Cost	7.75
	06/29/2022	Hydro #2	5200 · Pipeline Hydro Cost	7.75
	06/29/2022	Hydro #3	5200 · Pipeline Hydro Cost	7.75
	06/29/2022	Schaad's Hydro	5201 · Schaads Hydro Cost	197.86
Total PGE-NON ENERGY INVOICES				221.11
Pollard Water				
	06/07/2022	Invoice# WP027833	5421 · T & D Maint. Mat. & Supp.	80.54
Total Pollard Water				80.54
Postmaster				
	06/15/2022	July Postage	5622 · Postage & Box Rent	800.00
Total Postmaster				800.00
RVS Software				
	06/22/2022	Prorated Software Updates & Tech Supp	5623 · Contract Services	885.00
Total RVS Software				885.00
San Andreas Sanitary District				
	06/07/2022	Shop	5432 · T & D Misc. Maint. Utilities	97.04
	06/07/2022	Office	5621 · Office Utilities	97.04
	06/29/2022	Shop	5432 · T & D Misc. Maint. Utilities	97.04
	06/29/2022	Office	5621 · Office Utilities	97.04
Total San Andreas Sanitary District				388.16
SEIU Local 1021				

Calaveras Public Utility District
Expenses by Vendor Detail
 June 2022

Name	Date	Memo	Account	Amount
	06/07/2022	Union Dues Pay Period Ending 5/31/2022	2322 · SEIU Union Dues	430.15
	06/22/2022	SEIU Union Dues Pay Period Ending 6/30/2022	2322 · SEIU Union Dues	437.69
Total SEIU Local 1021				867.84
Sender's Market Inc.				
	06/07/2022	Inv# 130718	5421 · T & D Maint. Mat. & Supp.	282.02
Total Sender's Market Inc.				282.02
Slate Geotechnical Consultants				
	06/15/2022	Middle Fork Dam Part Project Consulting	5623 · Contract Services	742.50
Total Slate Geotechnical Consultants				742.50
SWRCB-DWOCP				
	06/29/2022	W. Rovera Certificate Renewal	5429 · T & D Safety & Education	90.00
Total SWRCB-DWOCP				90.00
Treat's General Store				
	06/07/2022	Maintenance Materials	5421 · T & D Maint. Mat. & Supp.	38.60
	06/07/2022	WTP	5322 · Water Treatment Supplies	55.56
	06/07/2022	Office Materials	5620 · Materials & Supplies	76.94
	06/07/2022	Maintenance Materials	5421 · T & D Maint. Mat. & Supp.	208.05
Total Treat's General Store				379.15
USA Blue Book				
	06/14/2022	WTP Supplies Inv# 006520	5322 · Water Treatment Supplies	247.31
	06/29/2022	WTP Supplies	5322 · Water Treatment Supplies	9.67
	06/29/2022	WTP Supplies	5322 · Water Treatment Supplies	263.71
Total USA Blue Book				520.69
Verizon Wireless				
	06/07/2022	Employee Cell Phones	5432 · T & D Misc. Maint. Utilities	945.86
	06/29/2022	Distric Employee Cell Phones	5432 · T & D Misc. Maint. Utilities	1,212.74
Total Verizon Wireless				2,158.60
Volcano Telephone				
	06/07/2022	Hydro# 1 MCV	5200 · Pipeline Hydro Cost	52.14
	06/07/2022	Hydro# 2 Ponderosa	5200 · Pipeline Hydro Cost	52.14
	06/07/2022	1601 W Forty WTP	5322 · Water Treatment Supplies	52.14
	06/07/2022	3089 Ridge Rd. WTP	5322 · Water Treatment Supplies	48.80
	06/07/2022	Broadband WTP	5322 · Water Treatment Supplies	52.14
	06/07/2022	Schaad's Hydro	5201 · Schaads Hydro Cost	66.67
	06/07/2022	WTP	5201 · Schaads Hydro Cost	94.19
	06/07/2022	Broadband WTP	5322 · Water Treatment Supplies	56.95
	06/07/2022	Schaad's Hydro	5201 · Schaads Hydro Cost	52.14
Total Volcano Telephone				527.31
Weber, Ghio & Associates				

Calaveras Public Utility District
Expenses by Vendor Detail
June 2022

Name	Date	Memo	Account	Amount
	06/14/2022	General Engineering Services	5684 · Engineering-Admin.	2,841.38
	06/14/2022	Asset Mapping Assistance	5684 · Engineering-Admin.	798.00
	06/14/2022	Clearwell Tank Project Phase I Construction Management	1190 · Construction in Progress	617.50
	06/14/2022	Clearwell Tank Project Phase II Construction Management	1190 · Construction in Progress	27,059.90
	06/14/2022	Rich Gulch Project Design	5684 · Engineering-Admin.	4,036.63
Total Weber, Ghio & Associates				<u>35,353.41</u>
Wells Fargo Bank - C. Bear				
	06/14/2022	Safety & Training	5429 · T & D Safety & Education	130.71
	06/14/2022	T & D Materials & Supplies	5421 · T & D Maint. Mat. & Supp.	89.69
	06/14/2022	Office Materials & Supplies	5620 · Materials & Supplies	475.88
	06/14/2022	Office Utilities	5621 · Office Utilities	54.43
	06/14/2022	Contract Services	5623 · Contract Services	233.77
	06/14/2022	Amazon Return	5421 · T & D Maint. Mat. & Supp.	-108.71
	06/14/2022	Amazon Return	5421 · T & D Maint. Mat. & Supp.	-108.71
	06/14/2022	T & D Contract Services	5422 · T & D Contract Services	12.50
Total Wells Fargo Bank - C. Bear				<u>779.56</u>
Wells Fargo Bank - M Roberts				
	06/14/2022	Training & Safety	5429 · T & D Safety & Education	335.78
	06/14/2022	Maintenance Materials & Supplies	5421 · T & D Maint. Mat. & Supp.	50.00
Total Wells Fargo Bank - M Roberts				<u>385.78</u>
Wells Fargo Bank - T Small				
	06/14/2022	E Trailer Corp.	5421 · T & D Maint. Mat. & Supp.	126.12
	06/14/2022	Freightquote.com	5421 · T & D Maint. Mat. & Supp.	478.87
Total Wells Fargo Bank - T Small				<u>604.99</u>
Wilbur-Ellis				
	06/07/2022	Pesticide, etc	5421 · T & D Maint. Mat. & Supp.	634.93
Total Wilbur-Ellis				<u>634.93</u>
				<u><u>328,748.91</u></u>



Calaveras Public Utility District
506 W. Saint Charles St.
P.O. Box 666
San Andreas, CA 95249
Ph: 209/754-9442 Fax: 209/754-9432
www.cpubd.org

AGENDA REQUEST FORM

DATE: July 1, 2022 MEETING DATE: ASAP

REQUESTER: John W. Hertzig

ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

E-MAIL: jwhertzig@gmail.com

CIRCLE ONE: BOARD MEMBER PUBLIC OTHER _____

ITEM TITLE: New Item

REASON (Circle one):

- Item on previous agenda
- New item
- Discussion only
- Special Meeting

DESCRIPTION OR HISTORY: (Use additional pages if needed)

Approximately 700' water line extension on Sunshine Lane, Mokelumne Hill; utilities are there; install four (4) hook up and an additional relocate from street to hook up, (meter relocate down line); install fire hydrant; I have easement; I own the property; I will dedicate line to CPUD.

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

July 7, 2022

TO: BOARD OF DIRECTORS

FROM: TRAVIS SMALL, GENERAL MANAGER

SUBJECT: 2018 MAC IRWM Plan and 2022 Addendum

In order to be approved for the Round 2 grant funding for the Backwash Recycle Project from UMRWA, CPUD will need to formally adopt the MAC IRWM Plan and the 2022 Addendum. The MAC IRWM Plan is 900+ pages and I have included the link to the plan as it is too large to place within the board packet. The Addendum will be included in the board packet.

2018 MAC Plan

http://www.umrwa.org/uploads/MAC%20Plan%20Update_Combined.pdf

Recommendation: Vote to adopt MAC IRWM Plan and Addendum.

Respectfully Submitted,



Travis Small

General Manager

MAC Plan – 2022 Addendum Project List Update

January 2022

Introduction

This addendum to the Mokelumne-Amador-Calaveras Integrated Regional Water Management Plan (MAC Plan) documents the changes to the Project List contained in the 2018 MAC Plan update. The primary purpose for updating the Project List is to better position the MAC Region to compete for additional grant funding associated with Proposition 1 (approved by California votes in November 2014) and other potential funding opportunities.

Project List Update Process Summary

The Upper Mokelumne River Watershed Authority (UMRWA), the Regional Water Management Group (RWMG) began the update in October 2021 by engaging the MAC Plan Regional Participants Committee (RPC). The update process included confirming the scoring and prioritization process, revising the project proposal forms, conducting a ‘call for projects,’ screening and evaluating the submitted projects, presenting the evaluation results to the RPC, modifying and integrating project proposals to enhance project benefits and efficiencies, and finalizing the updated project list.

A call for projects was held between October 18, 2021 and November 15, 2021. A total of 22 Project Information Forms were submitted, which resulted in the addition of five projects and the updating of 17 projects. All 22 projects passed the initial screening. Additionally, 17 projects were removed at the request of the respective Project Proponent, either because the project had already been completed or it was no longer a priority for the Project Proponent. Three RPC meetings were conducted, all held virtually due to the COVID-19 pandemic. Table 1 below presents the update process steps and timeline.

Table 1 – MAC Plan Project List Update 2022

Activity	Timeline
<u>RPC Meeting #1</u> : Approved work activities and schedule.	October 18, 2021
“Call for Projects” issued which included Project Proposal forms and instructions for completed the forms. The call for projects targeted new project proposals and updates to projects contained in the 2018 MAC Plan.	October 18, 2021
Call for Projects is closed and projects are analyzed, which included scoring and ranking projects for the MAC Plan and conducting screening to identify potential projects for Proposition 1, Round 2 funding.	November 15, 2021
<u>RPC Meeting #2</u> : Reviewed and approved updated project list, discussed project funding for Proposition 1, Round 2.	December 20, 2021
<u>RPC Meeting #3</u> : Discussed, selected, and approved projects for Prop 1 Round 2 funding.	January 10, 2022
UMRWA adopted Addendum and approved RPC funding recommendations.	January 28, 2022

RPC Membership

In conjunction with the initiative to update the Project List, the RPC membership was reviewed and updated with the consent of the RPC. This resulted in several new members being added and several members being removed. The current list of RPC members is listed in Table 2 below.

Table 2 – RPC Membership

Member	Representative(s)
Amador Fire Safe Council	Jan Bray
Amador Resource Conservation District	Amanda Watson
Amador Tuolumne Communication Action Agency	Joe Bors; Craig Case
Amador Water Agency	Larry McKenney; Rick Ferriera; Rich Farrington
Calaveras Amador Forestry Team	Pat McGreevy
Calaveras County Water District	Michael Minkler; Brad Arnold; Charles Palmer
Calaveras Public Utility District	Travis Small; John Kingsbury; Richard Blood
East Bay Municipal Utility District	Dave Briggs; Mike Tognolini; Susan Teefy
Foothill Conservancy	Megan Fiske; Meredith Sierra
Jackson Valley Irrigation District	Ed Gonzales
Pine Grove Community Services District	Lori Arnberg
United States Forest Service	Rick Hopson (Amador Ranger District); Ray Cablayan (Calaveras Ranger District)
Upper Mokelumne River Watershed Authority	Richard Sykes; Rob Alcott

Updated Project List

The updated Project List is presented below in Table 3, with its 2022 status indicated in the fourth column. The final scoring and prioritization of the 35 projects included in the Plan are presented in the Appendix.

Table 3 – Project List Update 2022

Project No.	Sponsor Agency	Project Name	2022 Project Status	Project Type	Capital Cost
1	ARCD	Soil Health & Climate Resilient Agriculture Education	No Change	Planning	\$70,000
2	AWA	Groundwater Banking Conjunctive Use Study	Removed	Planning	\$200,000
3	AWA	Groundwater Capacity in Amador Count	Removed	Planning	\$300,000
4a	AWA	Amador Canal Water Conservation Project	Updated	Planning and Implementation	\$500,000
4b	AWA	Ione Canal Water Conservation Project	New Project	Implementation	\$500,000
5	AWA	PG&E Storage Recovery	Removed	Planning	\$100,000
6	AWA	Lower Bear River Reservoir Expansion Study	Removed	Planning	\$200,000
7	AWA	Surface Storage Feasibility Study	Updated	Planning	\$250,000
8	AWA	Lake Camanche Recycling Water Project	Removed	Implementation	\$14,000,000
9	AWA	Amador Water Agency System Computer Modeling	Removed	Implementation	\$70,000
10	AWA	Amador Water Agency Master Plan	Removed	Planning	\$250,000
11	AWA	Highway 88 Corridor Sewer Trunk Line Study	Removed	Planning	\$50,000

Project No.	Sponsor Agency	Project Name	2022 Project Status	Project Type	Capital Cost
12	AWA	Camanche Area Regional Water Supply Project Phase II (CARWSP II)	Updated	Planning and Implementation	\$6,500,000
13	AWA	Ione Treatment Relocation Planning Study	Updated	Planning	\$500,000
14	AWA	Upper-Lower Water System Reliability Intertie Project	Updated	Planning	\$300,000
15	AWA	Lake Camanche Transmission Main Planning Project	Updated	Planning	\$500,000
16	AWA	Amador Water Agency Low Pressure Fire Flow Improvements	Removed	Planning	\$2,000,000
17	AWA	CAWP Fire Protection Project	Removed	Planning	\$150,000
18	AWA	Mt. Crossman Tanks Replacement and Consolidation Project	Updated	Implementation	\$11,298,427
19	AWA	Ione Clearwell Cover Hypalon Replacement Project	Updated	Implementation	\$500,000
20	AWA	Lake Camanche Water Service Replacement – Phase IV	Updated	Implementation	\$600,000
21	AWA	Amador Water Agency Treated Water Supply Study	Updated	Planning	\$100,000
22	AWA	Community Leachfield Groundwater Nitrate Study	Updated	Planning	\$100,000
23	AWA	Martell Wastewater Lift Station Reduction Project	Updated	Implementation	\$150,000

Project No.	Sponsor Agency	Project Name	2022 Project Status	Project Type	Capital Cost
24	AWA	Regional Wastewater Treatment and Recycling Project	Updated	Planning and Implementation	\$100,000
25	AWA	Lake Camanche Regional Wastewater System	Updated	Planning and Implementation	\$17,100,000
26a	AWA	Tanner Water Treatment Plant and Tanner Filter Media Replacement Project	New Project	Implementation	\$430,000
26b	AWA	Tanner Water Treatment Plan PLC Upgrade Project	Updated	Implementation	\$250,000
27	AWA	Water Storage Reoperation Study	Removed	Planning	\$50,000
28	AWA	SGMA Implementation for Amador County	Removed	Planning	\$100,000
29	AWA	Fishery Habitat Improvements	Removed	Planning	\$100,000
30	AWA	New York Ranch Reservoir Conservation Management	Updated	Planning	\$150,000
31	AWA	MAC Conservation Program Implementation	Removed	Implementation	\$1,664,000
32	CCWD	Sheep Ranch Drinking Water Treatment & Distribution Compliance Project	No Change	Implementation	\$4,000,000
33	CCWD	West Point Automated Meter Reading Project	No Change	Planning and Implementation	\$500,000
34	CCWD	West Point Water Treatment Plant Drinking Water Compliance Project	No Change	Implementation	\$1,250,000

Project No.	Sponsor Agency	Project Name	2022 Project Status	Project Type	Capital Cost
35	CCWD	Wilson Dam Meadow Restoration and Habitat Enhancement Plan	No Change	Planning	\$290,000
36	Foothill	Amador Household Water Efficiency Project	No Change	Planning and Implementation	\$695,000
37	Foothill	Mokelumne High Country Meadow Restoration	Updated	Planning	\$1,500,000
38	Foothill	Riparian Noxious Weed Abatement Plan	No Change	Planning	\$25,000
39	Foothill	Restoring the Upper Mokelumne's Anadromous Fish	Removed	Planning and Implementation	\$2,100,000
40	Foothill	Upper Mokelumne Watershed Landowner Guide	No Change	Planning	\$50,000
41	Jackson	Jackson Creek Sewer Line Relocation – Conceptual Design/Feasibility Study	No Change	Planning	\$200,000
42	UMRWA	Hemlock Forest Restoration Water Yield Project Study	No Change	Planning	\$0 (Previously Funded)
43	UMRWA	MAC Region DAC Small Communities Water and WW Needs Assessment	Removed	Planning	\$200,000
44	UMRWA	North Fork Mokelumne Watershed Erosion Control & Water Quality Restoration Plan	No Change	Planning	\$225,000
45	UMRWA	North Fork Mokelumne Watershed Erosion Control & Water Quality Restoration Project	No Change	Implementation	\$2,000,000

Project No.	Sponsor Agency	Project Name	2022 Project Status	Project Type	Capital Cost
46	UMRWA	Upper Mokelumne Erosion and Water Quality Assessment and Restoration Plan	No Change	Planning	\$250,000
47	CAFT	South Fork Mokelumne River Watershed Program	Removed	Implementation	\$64,990
48	CPUD	Jeff Davis Water Treatment Plant Backwash Recycle Project	New Project	Planning and Implementation	\$2,000,000
49	CCWD	Middle Fork Pump Station Retrofit and Raw Water Pipeline Replacement Project – Phased	New Project	Implementation	\$3,920,000
50	AWA	Rehabilitation and Expansion of Reservoirs – Twin, Meadow, Upper & Lower Blue, and Upper & Lower Bear Lakes	New Project	Planning	\$150,000

**Appendix MAC IRWMP Projects
Project Review Process Results
January 2022**

#	General Project Information			Tier 1, Step 1 Screening			Tier 1, Step 2 Screening		Tier 2, Step 2 Prioritization												
	Entity	Project Name	Project Status	Total Goals	Total State-wide Priors.	Result	Total RMS	Result	Econ. Benefit	Goals Addressed	RMS Integrated	Technical Feasibility	Multi-Agency Benefits	Climate Change Adaptation Benefit	Climate Change Mitigation Benefit	DAC Benefits	Native American Tribal Benefits	No EJ Concerns	Impl. Risk	Best Project for Intended Purpose	Result
1	ARCD	Soil Health & Climate Resilient Agriculture Education Program	Planning/Initial Study	5	1	PASS	3	PASS	High	High	Medium	High	Low	Medium	High	Low	Low	High	High	High	Medium
4a	AWA	Amador Canal Water Conservation Project	Planning/Initial Study	9	7	PASS	14	PASS	High	High	High	High	Low	High	Medium	Medium	Medium	High	High	High	High
4b	AWA	Ione Canal Water Conservation Project	In Design	9	7	PASS	14	PASS	High	High	High	High	Low	High	Medium	Medium	Medium	High	High	High	High
7	AWA	Surface Storage Feasibility Study	Planning/Initial Study	7	7	PASS	10	PASS	High	High	High	High	High	High	Medium	Medium	Medium	High	Medium	Medium	High
12	AWA	Camanche Area Regional Water Supply Project Phase II (CARWSP II)	Conceptual Design	5	7	PASS	10	PASS	High	High	High	High	Medium	Low	Low	High	Low	High	High	High	Medium
13	AWA	Ione Treatment Relocation Planning Study	Conceptual Design	4	7	PASS	7	PASS	High	Medium	High	High	High	Low	Low	Medium	Low	High	High	High	Medium
14	AWA	Upper-Lower Water System Reliability Intertie Project	Planning/Initial Study	3	3	PASS	3	PASS	High	Medium	Medium	High	High	High	Low	Medium	Medium	High	Medium	High	Medium
15	AWA	Lake Camanche Transmission Main Planning Project	Planning/Initial Study and In Environmental	6	7	PASS	6	PASS	High	High	High	High	Medium	Low	Medium	Medium	Low	High	High	High	Medium
18	AWA	Mt. Crossman Tanks Replacement and Consolidation Project	Conceptual Design	7	4	PASS	3	PASS	High	High	Medium	High	High	High	High	High	Low	High	High	High	High
19	AWA	Ione Clearwell Cover Hypalon Replacement Project	In Design	4	4	PASS	3	PASS	High	Medium	Medium	High	High	Medium	Medium	Medium	Medium	High	High	High	High
20	AWA	Lake Camanche Water Service Replacement – Phase IV	Design Complete	6	6	PASS	9	PASS	High	High	High	High	Low	High	Low	High	Low	High	High	High	High
21	AWA	Amador Water Agency Treated Water Supply Study	Planning/Initial Study	8	7	PASS	14	PASS	High	High	High	High	Low	Medium	Low	High	Medium	High	High	High	High
22	AWA	Community Leachfield Groundwater Nitrate Study	Planning/Initial Study	8	7	PASS	13	PASS	High	High	High	High	Low	High	Medium	Medium	Low	High	High	High	High
23	AWA	Martell Wastewater Lift Station Reduction Project	Planning/Initial Study	6	6	PASS	7	PASS	High	High	High	High	Low	Low	High	Medium	Low	High	High	High	Medium
24	AWA	Regional Wastewater Treatment and Recycling Project	Conceptual Design	8	7	PASS	16	PASS	High	High	High	High	High	High	Medium	Medium	Low	High	High	High	High
25	AWA	Lake Camanche Regional Wastewater System	Conceptual Design	8	7	PASS	14	PASS	High	High	High	High	Medium	High	Low	High	Low	High	High	High	High
26a	AWA	Tanner Water Treatment Plant Tanner Filter Media Replacement Project	In Design	6	5	PASS	7	PASS	High	High	High	High	High	Medium	Low	High	Medium	High	High	High	High
26b	AWA	Tanner Water Treatment Plant PLC Upgrade Project	In Design	6	7	PASS	7	PASS	High	High	High	High	High	Medium	Low	High	Medium	High	High	High	High
30	AWA	New York Ranch Reservoir Conservation and Management	Planning/Initial Study	7	8	PASS	16	PASS	High	High	High	High	Medium	Medium	Low	Medium	Medium	High	Medium	High	Medium
32	CCWD	Sheep Ranch Drinking Water Treatment & Distribution Compliance Project	Design Complete	3	3	PASS	12	PASS	Medium	Medium	High	High	Low	High	Low	High	Low	High	High	High	Medium
33	CCWD	West Point Automated Meter Reading Project	Conceptual Design	4	2	PASS	2	PASS	High	Medium	Low	High	Low	Low	Medium	High	Low	High	High	High	Medium
34	CCWD	West Point Water Treatment Plant Drinking Water Compliance Project	Design Complete	3	1	PASS	3	PASS	High	Medium	Medium	High	Low	Medium	Low	High	High	High	High	High	Medium
35	CCWD	Wilson Dam Meadow Restoration and Habitat Enhancement Plan	Planning/Initial Study	5	3	PASS	3	PASS	High	High	Medium	High	Low	High	Low	High	Low	High	High	High	Medium
36	Foothill	Amador Household Water Efficiency Project	Conceptual Design	6	3	PASS	3	PASS	High	High	Medium	High	Low	High	High	Medium	Medium	High	High	High	High
37	Foothill	Mokelumne High Country Meadow Restoration	Planning/Initial Study	8	3	PASS	8	PASS	High	High	High	High	Medium	Medium	High	Medium	Medium	High	High	High	High
38	Foothill	Riparian Noxious Weed Abatement Plan	Planning/Initial Study	3	1	PASS	6	PASS	High	Medium	High	High	Medium	High	Low	Medium	Medium	High	High	High	High
40	Foothill	Upper Mokelumne Watershed Landowner Guide	Planning/Initial Study	7	1	PASS	11	PASS	High	High	High	High	High	Medium	Medium	Medium	Medium	High	High	High	High
41	Jackson	Jackson Creek Sewer Line Relocation - Conceptual Design/Feasibility Study	Planning/Initial Study	2	3	PASS	3	PASS	Medium	Medium	Medium	High	Low	Low	Low	High	Low	High	High	High	Medium
42	UMRWA	Hemlock Forest Restoration Water Yield Project Study	Environmental Review Complete	5	3	PASS	3	PASS	High	High	Medium	High	High	High	Low	Medium	Medium	High	High	High	High
44	UMRWA	North Fork Mokelumne Watershed Erosion Control & Water Quality Restoration Plan	Planning/Initial Study	4	3	PASS	6	PASS	High	Medium	High	High	High	Low	Low	Medium	Medium	High	High	High	Medium
45	UMRWA	North Fork Mokelumne Watershed Erosion Control & Water Quality Restoration Project	Planning/Initial Study	4	3	PASS	6	PASS	Medium	Medium	High	High	High	Low	Low	Medium	Medium	High	High	High	Medium
46	UMRWA	Upper Mokelumne Erosion and Water Quality Assessment and Restoration Plan	Planning/Initial Study and Conceptual Design	5	4	PASS	10	PASS	High	High	High	High	High	Medium	Low	Medium	Medium	High	High	High	High
48	CPUD	Jeff Davis Water Treatment Plant Backwash Recycle Project	Planning/Initial Study	8	8	PASS	7	PASS	High	High	High	High	Medium	High	Medium	Medium	Low	High	Medium	High	High
49	CCWD	Middle Fork Pump Station Retrofit and Raw Water Pipeline Replacement Project - Phased	Conceptual Design (Phase 3) and Design Complete (Phase 1 & 2)	5	3	PASS	4	PASS	High	High	Medium	High	Low	High	Low	Medium	Medium	High	Medium	High	Medium
50	AWA	Rehabilitation and Expansion of Reservoirs - Twin, Meadow, Upper & Lower Blue, and Upper & Lower Bear Lakes	Planning/Initial Study	6	6	PASS	4	PASS	High	High	Medium	High	High	High	Low	Medium	Medium	High	Medium	High	High

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-17**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT ADOPTING THE 2018 MOKELUMNE-AMADOR-CALAVERAS INTEGRATED REGIONAL WATER MANAGEMENT PLAN AND SUBSEQUENT 2022 ADDENDUM.

WHEREAS, the State electorate approved Proposition 1 on November 4, 2014, which contains a total of \$7.545 billion for ecosystems and watershed protection and restoration, water supply infrastructure projects, including surface and groundwater storage, and drinking water protection, including \$510 million for the Integrated Regional Water Management (IRWM) Program with \$10.3 million of that amount allocated to the Mountain Counties Funding Area; and

WHEREAS, the benefits of integrated regional planning for water resources management activities are intended to include increased efficiency and effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

WHEREAS, the Mokelumne-Amador-Calaveras Region is an established region as determined by California Department of Water Resources (DWR) under DWR's Regional Acceptance Process; and

WHEREAS, the Calaveras Public Utility District is a member of the Upper Mokelumne River Watershed Authority, the Regional Water Management Group (RWMG) for the Region; and

WHEREAS, the 2018 Plan was developed to comply with new rules and guidelines established by DWR in July 2016 and to be eligible for future grant funding, and the 2022 Addendum was developed to add additional projects to the Plan; and

WHEREAS, the Calaveras Public Utility District is a member of the Regional Participants Committee, the Region's stakeholder group, and participated in the development of the 2018 IRWM Plan and 2022 Addendum; and

WHEREAS, adoption of the 2018 Plan and 2022 Addendum does not entail a direct commitment of resources, and implementation of each project listed in the Plan and Addendum will be the responsibility of individual project proponents, and there is no joint commitment or responsibility by the participants to implement any or all of the projects; and

WHEREAS, the adoption of the 2018 Plan and 2022 Addendum is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306 because the documents involve planning studies for possible actions that participating agencies have not yet approved and consists of basic data collection that would not result in the disturbance of any environmental resource; and

WHEREAS, the 2018 Plan and 2022 Addendum is meant to be complementary to participating agencies' individual plans and programs and does not supersede such plans and programs, and adoption of the 2018 Plan and 2022 Addendum does not prohibit nor affect in any way a participating agencies' planning efforts separate from the 2018 Plan and 2022 Addendum;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Calaveras Public Utility District does hereby adopt the 2018 Mokelumne-Amador-Calaveras Integrated Regional Water Management Plan and subsequent 2022 Addendum.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

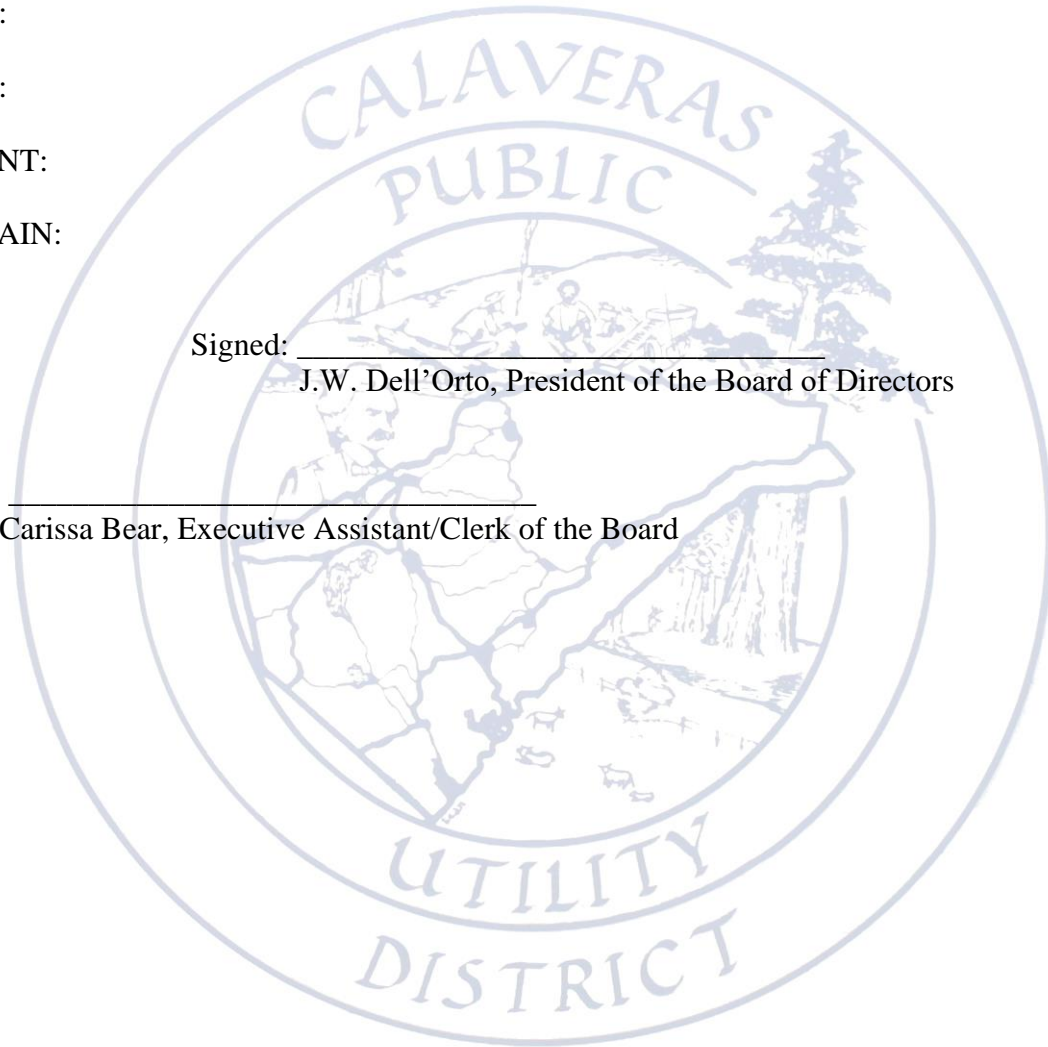
NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell'Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board



CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

July 7, 2022

TO: BOARD OF DIRECTORS

FROM: TRAVIS SMALL, GENERAL MANAGER

SUBJECT: MHSD FEE INCREASE

District staff and Mokelumne Hill Sanitary District have been working on restructuring the MHSD Fee structure to help capture expenses that were incurred by CPUD that were not being passed through to MHSD. Some of these fees included software charges for billing support and an increase in the labor expense for handling the billing.

The current charge of labor was \$700/month, proposed to increase to \$750/month.

The current charge for postage is \$150/month, the postage will be increased to a pass-through expense when moved to new billing software.

There will be an added software charge of \$30/month.

Total Monthly Fees will be \$930/month and will increase again when postage charges increase.

Recommendation: Vote to pass increase in MHSD fees.

Respectfully Submitted,



Travis Small

General Manager

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

July 7, 2022

TO: BOARD OF DIRECTORS

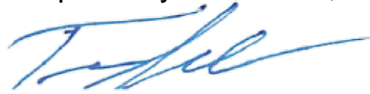
FROM: TRAVIS SMALL, GENERAL MANAGER

SUBJECT: PAY PERIOD UPDATE FROM 2-MONTH to BIWEEKLY.

The District and the SEIU Union have a tentative agreement for an alternate work schedule that will allow for a 9/80 work schedule. In order to move to an alternative work schedule the District will need to adjust the pay periods to fit into an 80-hour 2-week time period. District staff is also looking at alternatives for payroll services and would like to make both switches at the same time.

Recommendation: Vote to change the pay periods from 2-month to biweekly when administratively possible.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Travis Small", is written over the printed name.

Travis Small

General Manager

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-18**

**A RESOLUTION CHANGING THE DISTRICT’S PAYROLL SCHEDULE FROM
SEMIMONTHLY TO BIWEEKLY**

WHEREAS, the Calaveras Public Utility District currently processes payroll on a semimonthly basis; and

WHEREAS, the District is exploring alternative work schedule arrangements which will require the implementation of a bi-weekly payroll;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Public Utility District that the General Manager is hereby authorized and directed to revise the current payroll schedule from semimonthly to biweekly, with August 19, 2022, being the first payday of the new schedule.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell’Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

**SECOND AMENDED AND RESTATED AGREEMENT BETWEEN CALAVERAS
PUBLIC UTILITY DISTRICT AND CALAVERAS COUNTY WATER DISTRICT FOR
THE SALE OF SURFACE WATER**

This Second Amended and Restated Agreement Between Calaveras Public Utility District and Calaveras County Water District for the Sale of Surface Water (the "Second Agreement") is made and entered into by and between the Calaveras County Water District ("CCWD") and the Calaveras Public Utility District ("CPUD"), together referred to herein as the "Parties" and each separately a "Party", with reference to the following facts:

- A. CPUD maintains a pre-1914 claim to water diversion and use (Statement Number 010773) under which it diverts and stores Middle Fork Mokelumne River water in Schaads Reservoir and consumptively uses this water for beneficial purposes included domestic, irrigation, and stock-watering purposes (the "CPUD Water").
- B. The Parties entered into an agreement dated July 13, 2021, for the sale of CPUD Water to CCWD (hereinafter referred to as the "Existing Agreement"), which is set to terminate on July 11, 2022. Pursuant to the Existing Agreement, CPUD sold up to 200 acre feet per year of water to CCWD, which CCWD diverted for use exclusively within the County of Calaveras and specifically within CCWD's West Point/Wilseyville service area ("West Point Service Area").
- C. The Parties desire enter this Second Agreement to provide for the continued sale of the CPUD Water under the terms and conditions set forth below.
- D. The foregoing recitals are expressly incorporated in this Second Agreement and made a part hereof.

The Parties agree as follows:

- 1. **Quantity and Place of Use.** CPUD agrees to sell to CCWD up to 200 acre-feet of untreated CPUD Water per year, which is available for beneficial use by CCWD exclusively within the West Point Service Area within Calaveras County.
 - a. CCWD shall purchase a minimum of 40 acre-feet each year from the total CPUD Water made available.
- 2. **Point of Delivery.** The point of delivery for the CPUD Water is the CCWD's Middle Fork Pump Station on the Middle Fork of the Mokelumne River, which provides raw water to CCWD's West Point Water Treatment Plant. CCWD must maintain a measurement device that accurately records the amount of water diverted at the Middle Fork Pump Station and must make this information available to CPUD upon request.
- 3. **Raw Water Acknowledgement.** CCWD acknowledges that the CPUD Water diverted at the Middle Fork Pump Station is raw, non-potable water. Nothing herein obligates CPUD to divert, treat, handle, deliver or distribute the CPUD Water through any facilities owned or operated by CPUD. CCWD is solely responsible for the diversion and use of the CPUD Water.

4. **Price and Payment.** CCWD must remit payment to CPUD annually for the sale of the CPUD Water within 30 days of receipt of an invoice from CPUD. The water will be sold at a Rate of \$150 per acre-foot for the first year of this Second Agreement.
 - a. The Rate shall increase each July 1 commensurate with the Consumer Price Index, West Region ("CPI") April-to-April percentage change in index value, starting July 1, 2023. CPUD must maintain records of annual CPI-based Rate adjustments and provide this information to CCWD upon request.
5. **Water Usage Reporting.** By March 1 of each year during the term of this Agreement, CCWD must provide to CPUD its total monthly water usage under this Second Agreement during the prior calendar year in acre-feet. CPUD is responsible for reporting all consumptive use under its annual reporting requirements for Statement 010773.
6. **Effective Date.** This Agreement becomes effective once fully executed and at that point supersedes the Existing Agreement.
7. **Term.** The Term of this Second Agreement is from the Effective Date through June 30, 2027 (5 years), after which time it shall expire unless renewed, extended, or renegotiated by the Parties hereto.
8. **No Joint Venture.** Nothing in this Second Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to anyone or more of the parties.
9. **Counterparts.** This Second Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Second Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts; the parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely execute counterparts will be sufficient proof of this Second Agreement.
10. **Indemnification.** CCWD will defend, indemnify and hold harmless CPUD and its officers, directors, employees and agents from any and all losses, liens, demands, costs, damages and liability arising from or relating to any third-party judicial or administrative challenge to the transfer of water from CPUD to CCWD contemplated in this Second Agreement.
11. **Amendments or Supplemental Agreements.** This Second Agreement contains all the known and reasonably foreseeable covenants and agreements between the parties with respect to the subject matter herein and replaces and supersedes the Existing Agreement and all prior agreements regarding the subject matter herein; provided, however, that this Second Agreement may be amended, supplemented or restated by, and/or supplemental agreements entered into between, the Parties.

Any such amendment, supplemental agreement or restatement shall be in writing and be approved by the respective Boards of Directors of each of CPUD and CCWD.

12. **Authorized Representatives.** The signatories hereto warrant and represent that they have the authority and are duly authorized to enter into this Second Agreement on behalf of CPUD and CCWD, as applicable.
13. **Assignment.** Neither Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other Party.
14. **Beneficiaries.** This Second Agreement shall not be construed to create any third-party beneficiaries. This Second Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Second Agreement or any of its terms.
15. **Severability.** If any term, provision, covenant or condition of this Second Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.
16. **Entire Agreement.** This Second Agreement is freely and voluntarily entered into by the Parties after having the opportunity to consult with their respective attorneys. The Parties, in entering into this Second Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Second Agreement. This Second Agreement represents the entire agreement of the Parties.
17. **Waiver of Rights.** Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Second Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

By signing below, the Parties, through their duly authorized representatives, agree to comply with and be bound by the terms of this Second Agreement.

ATTEST:

CALAVERAS COUNTY WATER DISTRICT

By: 

Rebecca Hitchcock,
CCWD Board Clerk

By: 

Michael Minkler,
General Manager

ATTEST:

CALAVERAS PUBLIC UTILITY DISTRICT

By: 

Carissa Bear,
CPUD Board Clerk

By: 

Travis Small,
General Manager

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

July 7, 2022

TO: BOARD OF DIRECTORS

FROM: TRAVIS SMALL, GENERAL MANAGER

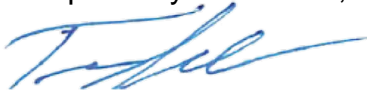
SUBJECT: CALAVERAS CONSERVES

On June 21, 2022, CPUD staff attended Calaveras Conserves where it was discussed to implement a regional voluntary water conservation measure that falls inline with what larger regional partners must implement in regard to state water conservation requirements.

While CPUD currently does not have any conservation mandates from the State of California, we should establish a resolution in solidarity with Calaveras Conserves for 20% Voluntary Conservation. This resolution is for voluntary conservation, and this does not trigger drought surcharges in the District's rate structure.

Recommendation: Vote to pass resolution for voluntary 20% water conservation.

Respectfully Submitted,



Travis Small

General Manager

RESOLUTION 2022-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS PUBLIC UTILITY DISTRICT**

VOLUNTARY WATER CONSERVATION

WHEREAS, the State of California is experiencing serious drought conditions statewide, including within the Calaveras Public Utility District Service Area; and

WHEREAS, the California State Water Resources Control Board has adopted emergency regulations, which determined that all urban water suppliers in the State must adopt “Stage 2” of their Water Shortage Contingency Plans, with mandatory water conservation of 20%, regardless of their local water conditions; and

WHEREAS, although the Calaveras Public Utility District is not an “urban water supplier” as defined by state law and regulations, the General Manager of the District has recommended activation of the District’s Voluntary Water Conservation Plan during the pendency of the emergency regulations.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors that the General Manager is hereby authorized and directed to implement any and all stages of the Voluntary Water Conservation Plan according to the severity of drought conditions, and to immediately request all District customers to reduce their water consumption by 20% on a voluntary basis.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES: Directors:

NOES: Directors:

ABSTAIN: Directors:

ABSENT: Directors:

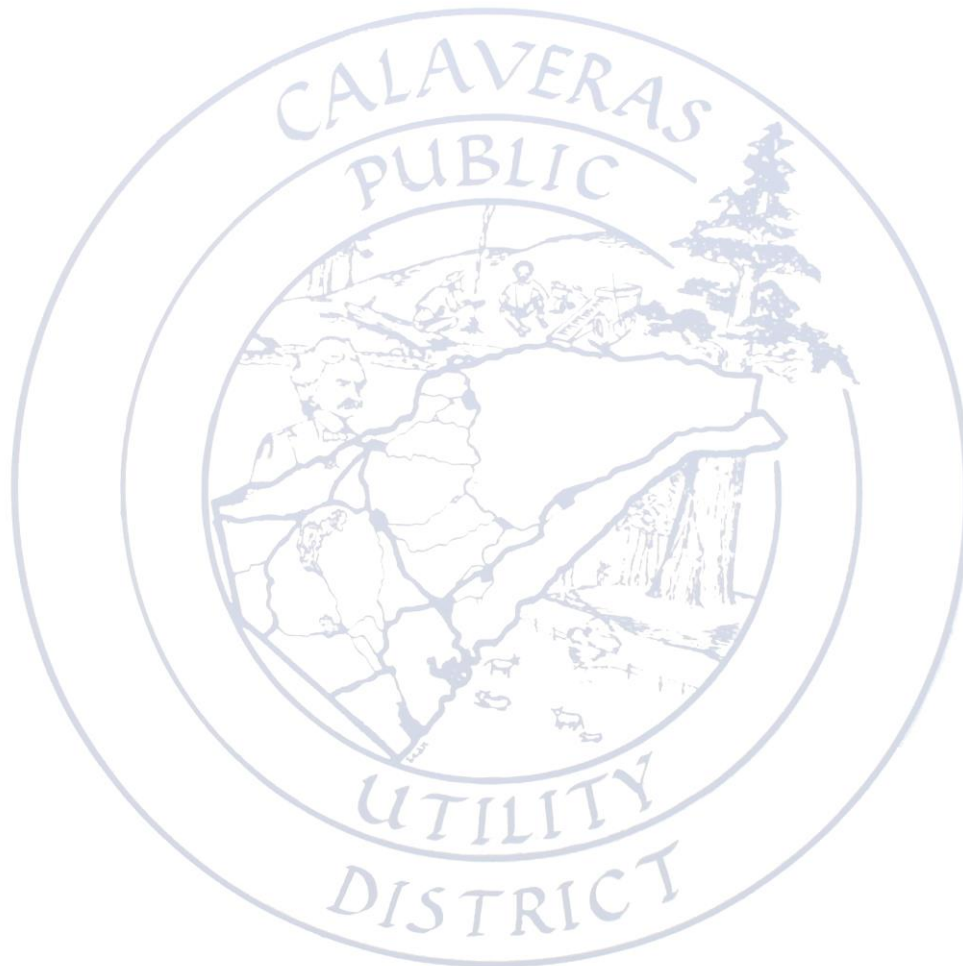
Signed: _____
J.W. Dell’Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

I hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Board of Directors of the Calaveras Public Utility District.

Carissa Bear, Executive Assistant/Clerk of the Board

Date





State Water Resources Control Board

June 30, 2022

Calaveras Public Utility District
Attn: Travis Small – General Manager
PO Box 666
San Andreas, CA 95249

Agreement Number: D2102034
Project Number: 0510002-004P

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

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

Overnight Mail

State Water Resources Control Board
Attention: David Bruglia
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

US Mail

State Water Resources Control Board
Attention: David Bruglia
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120

Mr. Bruglia may be contacted at (916) 449-5640 or David.Bruglia@waterboards.ca.gov

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

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR



DRINKING WATER PLANNING LOAN

AGREEMENT NO. D2102034
by and between
CALAVERAS PUBLIC UTILITY DISTRICT ("Recipient")
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

JEFF DAVIS WATER TREATMENT PLANT IMPROVEMENTS PROJECT
0510002-004P ("Project")

-
- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2021-0022 and 2019-0065.

PROJECT FUNDING AMOUNT: \$483,000.00
PRINCIPAL FORGIVENESS COMPONENT: \$483,000.00

ESTIMATED REASONABLE PROJECT COST: \$483,000.00
ELIGIBLE WORK START DATE: AUGUST 1, 2019
WORK COMPLETION DATE: FEBRUARY 1, 2024
FINAL REIMBURSEMENT REQUEST DATE: MARCH 1, 2024
RECORDS RETENTION END DATE: FEBRUARY 1, 2060

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. No. 01-10-17P-003;

3. Party Contacts during the term of this Agreement are:

State Water Board		Calaveras Public Utility District	
Section:	Division of Financial Assistance		
Name:	Fabian Ramos, Project Manager	Name:	Travis Small, General Manager
Address:	1001 I Street, 16 th Floor	Address:	PO Box 666
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	San Andreas, CA 95249
Phone:	(916) 449-5985	Phone:	(209) 754-9442
Fax:		Fax:	
Email:	fabian.ramos@waterboards.ca.gov	Email:	travis.small@cpud.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

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

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

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

CALAVERAS PUBLIC UTILITY DISTRICT:

STATE WATER RESOURCES CONTROL
BOARD:

By:

By:

Name: Travis Small
Title: General Manager

Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date:

Date:

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used for the purpose of planning improvements for the Jeff Davis Water Treatment Plant.

A.2 SCOPE OF WORK.

ITEM	DESCRIPTION
1	Project Evaluation
	1.1 Conduct a Median Household Income Survey (Already Complete). 1.2 Develop a System Master Plan & Water Model. 1.3 Conduct a Clearwell Tank Evaluation (detailed evaluation require drained tank). 1.4 Gather existing data of water system. 1.5 Develop & evaluate alternatives, including but not limited to: 1.5.1 Rehabilitate the existing (failing) 0.5 million gallon (MG) Welded Steel Tank Clearwell 1.5.2 Upgrade the chemical feed systems 1.5.3 Install Supervisory Control and Data Acquisition (SCADA) integration 1.5.4 Upgrade the Jeff Davis Reservoir aeration mixing unit 1.5.5 Upgrade the treatment filters systems 1.5.6 Upgrade the recycle backwash systems 1.5.7 Evaluate original pipelines at Jeff Davis Water Treatment Plant and the South Fork Pump Station Facility 1.6 Host Public Workshops. 1.7 Prepare Conceptual Design and Parameters. 1.8 Prepare Alternatives Evaluation Report. ITEM 1 SUBMITTAL a) Alternative Evaluation Report

ITEM	DESCRIPTION
2	Engineering Report
	<p>2.1 Prepare and submit an Engineering Report to include summary of alternatives evaluated, selection of preferred alternative and proposed construction project, basis of design, conceptual design, consolidation analysis, comprehensive response to climate change, and opinion of probable construction cost for the selected construction project.</p> <p>2.2 Develop the Engineering Report. Must address the elements outlined in Drinking Water State Revolving Fund Policy Appendices Section G3 – Construction Technical Package Instructions: https://www.waterboards.ca.gov/drinking_water/services/funding/DW_SRF_Policy.html</p> <p>ITEM 2 SUBMITTAL a) Engineering Report with inclusion of support documentation</p>
3	California Environmental Quality Act (CEQA) Environmental Documents
	<p>3.1 Develop CEQA Documentation – Initial Review. 3.1.1 Review project for possible CEQA exemptions</p> <p>3.2 Develop additional CEQA documents – Subject to Division approval. 3.2.1 Ensure compliance with CEQA, Incorporate State Water Board comments and prepare Final Engineering Report.</p> <p>ITEM 3 SUBMITTAL a) CEQA Environmental Documents</p>
4	TMF Assessment
	<p>4.1 Prepare Technical, Managerial, and Financial (TMF) Assessment of existing public water system operations. This requirement helps ensure that public water systems have long term sustainability and are capable to maintain compliance with all applicable drinking water laws and regulations.</p> <p>4.2 Prepare all supporting documentation necessary to fulfill and complete requirements outlined in TMF Assessment Form for Community Water Systems.</p> <p>ITEM 4 SUBMITTAL a) TMF Assessment Package</p>

ITEM	DESCRIPTION
5	<p>Preliminary Engineering & Design Engineering (Plans & Specifications)</p> <p>5.1 Prepare topographic surveying and mapping. 5.2 Conduct geotechnical investigation. 5.3 Prepare Preliminary Plans & Specifications (60 percent) for the selected construction project. 5.4 Prepare Final Plans & Specifications (100 percent) and detailed cost breakdown for the selected construction project. 5.5 Assemble Contract Documents for selected construction project.</p> <p>ITEM 5 SUBMITTAL</p> <p>a) Draft Plans & Specifications (60 percent), b) Final Plans & Specifications (100 percent), c) Contract Documents & Detailed Cost Breakdown</p>
6	<p>Administration & Project Management</p> <p>6.1 Prepare and submit funding application documents. 6.2 Draft/advertise planning request for proposal and request for qualifications for consultants. 6.3 Prepare, review, approve, and submit claims for reimbursement. 6.4 Manage/oversee consultants, vendors, and contractors. 6.5 Develop and monitor budget and schedule. 6.6 Conduct Legal Services.</p> <p>ITEM 6 SUBMITTAL</p> <p>a) N/A</p>

A.3 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
1	Project Evaluation a) Alternative Evaluation Report		12/31/2022
2	Engineering Report a) Engineering Report with inclusion of support documentation		02/28/2023
3	CEQA Environmental Documents a) CEQA Environmental Documents		05/31/2023
4	TMF Assessment a) TMF Assessment Package		05/31/2023
5	Preliminary Engineering & Design Engineering (Plans & Specifications) a) Draft Plans & Specifications (60 percent), b) Final Plans & Specifications (100 percent), c) Contract Documents & Detailed Cost Breakdown		08/31/2023 11/30/2023 11/30/2023
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
	REIMBURSEMENTS		
	Reimbursement Requests		Quarterly
	REPORTS		
	Progress Reports		Quarterly
	As Needed Reports	TBD	

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;
- 2) Statement indicating if all critical due dates are on track;
- 3) Statement indicating if all deliverable due dates are on track;
- 4) A description of compliance with any special conditions; and
- 5) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 SPECIAL REPORTS.

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

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

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

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

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

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

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient’s failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COSTS	PROJECT FUNDING AMOUNT
Project Evaluation	\$175,000.00	\$175,000.00
Engineering Report	\$10,000.00	\$10,000.00
CEQA Environmental Documents		
a) CEQA Documentation – Initial Review	\$25,000.00	\$25,000.00
b) Additional CEQA budget – Subject to Division approval	\$100,000.00	\$100,000.00
TMF Assessment	\$3,000.00	\$3,000.00
Preliminary Engineering & Design Engineering (Plans & Specifications)	\$145,000.00	\$145,000.00
Administration and Project Management	\$25,000.00	\$25,000.00
TOTAL	\$483,000.00	\$483,000.00

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

Subject to the prior review and approval of the Division, adjustments between existing budget line items may be used to defray allowable direct costs. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The sum of adjusted line items in the budget must not exceed the total budget amount. The Division may propose budget adjustments.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Division may withhold disbursements where costs incurred do not reflect actual time spent.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the

State Water Board. The State Water Board may deduct earned interest from future reimbursements.

7. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. The Recipient must submit all draft deliverables prior to reimbursement beyond 70 percent of the Project Funding Amount, and it must submit all final deliverables to the Division prior to reimbursement beyond 90 percent of the Project Funding Amount.
9. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Calaveras Public Utility District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

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

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

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect

as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

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

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

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

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

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

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- "Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 RESERVED.

D.6 RESERVED.

D.7 SPECIAL CONDITIONS.

(a) Technical:

- i. Recipient shall not proceed with the development of environmental documents, plans and specifications for selected construction project until written authorization is received from the Division.
- ii. Recipient shall not proceed with accessing the additional CEQA budget until written authorization is received from the Division.
- iii. Recipient shall not proceed with draining the existing Clearwell for inspection until the independent funded new Clearwell is fully constructed and approved by the Stockton District Office.

(b) Environmental:

- i. Recipient shall submit all final California Environmental Quality Act (CEQA) documents and notices for the Selected Construction Project to the Governor's Office of Planning and Research, State Clearinghouse. A copy of all such CEQA documents and notices shall be sent to the Division.

Governor's Office of
Planning and Research
1400 Tenth Street
Sacramento, CA 95814

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

- ii. During the Term of this Agreement, Recipient shall request approval of any change(s) to the Scope of Work. Thereafter, the Division shall notify Recipient whether additional environmental review is necessary as a result of the change(s).
- iii. Recipient shall not initiate construction activities unless and until the environmental review process is complete and all applicable notices are filed by the Recipient in its capacity as the CEQA Lead Agency.

D.8 FUNDS RELATED TO CONTAMINATION.

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative

orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

D.9 APPOINTMENT OF RECEIVER OR CUSTODIAN.

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

D.10 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.11 RESERVED.

D.12 RESERVED.

D.13 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (c) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (d) Reserved.
- (e) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
 - vii. Consideration of dissolution, or disincorporation;
 - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
 - ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or

in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- xii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xiii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xv. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvi. Work Completion, and Project Completion.

D.14 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds

may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.15 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.16 STATE CROSS-CUTTERS.

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

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.17 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.18 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.19 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds

have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.20 FEDERAL CROSS-CUTTERS.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. If any construction occurs under this Agreement, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in this Agreement. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in all construction contracts and subcontracts.
- iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.
- iv. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.
- v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.

- vi. Reserved.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use

forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

- xiv. The Recipient certifies to the best of its knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

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

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

- f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
 - g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).
- xvi. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

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

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

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

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

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

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

- xvii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xviii. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .
- xix. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xx. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

- xxi. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxiii. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxiv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxv. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

- xxvi. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the “U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training,” available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxvii. The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).

D.21 BUILD AMERICA, BUY AMERICA.

The Recipient acknowledges that funds received under this Agreement are subject to federal requirements, including the Build America Buy America (BABA) provisions of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), in addition to all other applicable requirements in this Exhibit D. Specifically, the Recipient shall ensure that, as these terms are defined within and made applicable by Public Law 117-58:

- i. all iron and steel used in the Project are produced in the United States;
- ii. the manufactured products used in the Project are produced in the United States; and
- iii. the construction materials used in the Project are produced in the United States. Recipient represents that it has consulted with its counsel with respect to the application of these federal provisions.

D.22 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-21**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE
AGREEMENT NO. D2102034 WITH STATE WATER RESOURCE CONTROL BOARD
FOR \$483,000 IN PROJECT FUNDING FOR THE JEFF DAVIS WATER TREATMENT
PLANT IMPROVEMENTS PROJECT**

WHEREAS, the District has applied for and been approved by the California State Water Resources Control Board (the “State Water Board”) for project funding in the amount of \$483,000 for improvements to the Jeff Davis Water Treatment Plant, of which all of the principal is eligible for loan forgiveness; and

WHEREAS, the Board of Directors finds that it is in the best interests of the District and its ratepayers to pursue funding with the State Water Board to fund the water treatment plant improvements to improve drinking water quality and safety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Public Utility District that the General Manager be and hereby is granted the authority to execute the attached agreement between the Calaveras Public Utility District and the State Water Resources Control Board.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell’Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-21**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURSUE GRANT
FUNDING FROM INTERGRATED REGIONAL WATER MANAGEMENT (IRWM)**

WHEREAS, the Board of Directors deems it to be in the best interest of the ratepayers of the District to pursue all available avenues of funding for the maintenance and improvement of District facilities; and

WHEREAS, the Integrated Regional Water Management (IRWM) awarded the District Proposition 1 Round 2 drought grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Public Utility District that the General Manager be and hereby is authorized and directed to pursue available grant funding from the Integrated Regional Water Management (IRWM), subject to final approval by the Board of Directors.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell'Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-22**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURSUE GRANT
FUNDING FROM THE UNITED STATES DEPARTMENT AGRICULTURE (USDA)**

WHEREAS, the Board of Directors deems it to be in the best interest of the ratepayers of the District to pursue all available avenues of funding for the maintenance and improvement of District facilities; and

WHEREAS, the United States Department of Agriculture offers different grant and funding programs for which the District may be eligible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Public Utility District that the General Manager be and hereby is authorized and directed to pursue available grant funding from the United States Department Agriculture (USDA), subject to final approval by the Board of Directors.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell'Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

**CALAVERAS PUBLIC UTILITY DISTRICT
RESOLUTION NO. 2022-23**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURSUE GRANT
FUNDING WITH THE STATE REVOLVING FUND (SRF)**

WHEREAS, the Board of Directors deems it to be in the best interest of the ratepayers of the District to pursue all available avenues of funding for the maintenance and improvement of District facilities; and

WHEREAS, the State Revolving Fund (SRF) offers different grant and funding programs for which the District may be eligible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Calaveras Public Utility District that the General Manager be and hereby is authorized and directed to pursue available grant and other funding from the State Revolving Fund (SRF), subject to final approval by the Board of Directors.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
J.W. Dell'Orto, President of the Board of Directors

Attest: _____
Carissa Bear, Executive Assistant/Clerk of the Board

Monthly Maintenance Report

June 2022

LOCATION	DESCRIPTION OF WORK	STATUS
Jeff Davis WTP	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP compliance Items	Complete
	Treated Water = 35,609,201 Gallons	Complete
	Sold Water = 30,139,662 Gallons	Complete
	2' Below Spill	Ongoing
Warehouse Shop	Routine Operation's	Ongoing
South Fork Pump Station	Weekly routine checks	Complete
	Raw Water Pumped = 94.6 Acre Feet	Ongoing
	2" over Spill- pumps are off	Ongoing
Schaads Reservoir	Weekly checks	Complete
	All Units are off	Ongoing
	Schaads Raw Water Customer = 44,960 Gallons	Ongoing
	5' Below Spill	Ongoing
Glencoe Pump Station	Weekly checks - routine monitoring	Complete
Ponderosa PRV Hydro	Weekly checks - routine monitoring	Complete
MCV PRV Hydro	Weekly checks - routine monitoring	Complete
Garamendi's PRV Hydro	Weekly checks - routine monitoring	Complete
San Andreas Distribution	Routine operations, sampling	Complete
	Main Line Leak 4" (Toyanza)	Complete
	1" Service line leak (Hallas Drive)	Complete
	1" Water Service Install (Gold Strike Road)	Complete
Moke Hill Distribution	Routine operations, sampling	Complete
Glencoe Distribution	Routine operations	Complete
Paloma Distribution	Routine operations, sampling	Complete
	2 Main Line leaks on 6" PVC (Tank Feed)	Complete
Rail Road Flat Distribution	Routine operations, sampling	Complete
	1" Water Service install (Ridge Road)	Complete
Red Hawk Res.	Maintenance	Ongoing
	Emergency Action Plan (Condor Earth)	Ongoing
Safety/Training	Routine Safety Talks	Ongoing
Spray Program	Woody Brush/Round-up	Ongoing
Vehicle Maintenance		
Other	Two Water Rights Curtailed	Ongoing
	45 USA tags completed	Complete
	42 Customer service/work orders	Complete
	Monthly meter reading	Complete
	Complaints- 2 Pressure	Complete
	Office Remodel	Ongoing
	S.A.F.E.R. Grant	Ongoing
Electronic Annual Reporting (EAR)	Complete	