



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

**BOARD OF DIRECTORS MEETING: 3:00 PM**  
**March 14, 2023**

Richard Blood  
President of the Board

Director Brady McCartney  
Director Jack Tressler

Director J.W. Dell 'Orto  
Director Steve McDermed

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. If you are unable to attend in person, we encourage you 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/81691372893?pwd=azVkSFN3ZmJrU2V0aS85Vk92YThtZz09>**
- **Meeting ID: 816 9137 2893**
- **Meeting Passcode code: 545381**

*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 one at a time.*

**AGENDA**

**1. CALL THE MEETING TO ORDER**

**2. ROLL CALL OF DIRECTORS**

- a. President Richard Blood
- b. Director Brady McCartney
- c. Director J.W. Dell 'Orto
- d. Director Jack Tressler
- e. Director Steve McDermed

**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. 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. January 10, 2023 Regular Board Meeting Minutes
- b. February 9, 2023 Special Board Meeting Minutes
- c. February 14, 2023 Regular Board Meeting Minutes
- d. Claim Summary

Action: Roll call Vote

Consider motion to approve consent item a-d.

**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.*

**6. REVIEW OF DISTRICT TEMPORARY ADVISORY (AD HOC) COMMITTEES AND ASSIGNMENTS**

Action Requested: No Action

The Board President shall dissolve existing temporary advisory committees, consider the creation of the same or new committees and make assignments as needed.

**7. BOARD MEMBER REMOTE ATTENDANCE AT BOARD MEETINGS (TELECONFERENCING POLICY)**

Action Requested: Roll Call Vote

Approve Resolution 2023-04 Adopting Calaveras Public Utility District Policy No. 4240 - Board Member Remote Attendance At Meetings (Teleconferencing Policy)

**8. CONSIDERATION TO MOVE MAY REGULAR BOARD MEETING**

Action Requested: Roll Call Vote

Approve rescheduling the Regularly Scheduled May Board Meeting to Tuesday, May 16, 2023 at 3pm.

**9. BOARD CONSIDERATION TO APPROVE QUOTATION WITH ERS INDUSTRIAL SERVICE, INC.**

Action Requested: Roll Call Vote

Approve Quotation with ERS Industrial Service, Inc. to provide, install and top-off anthracite filter media for the 6 Jeff Davis WTP Filters in an amount not to exceed \$32,000.

**10. DECLARING SURPLUS PROPERTY**

Action Requested: Roll Call Vote

Approve Resolution 2023-05 Declaring Surplus Property. Staff recommends approval to surplus the District's existing backhoe, which is not compliant with state emissions regulations.

**11. ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)-JOINT POWERS INSURANCE AUTHORITY(JPIA) EXECUTIVE COMMITTEE CONCURRING NOMINATION FOR CCWD DIRECTOR SCOTT RATTERMAN**

Action Requested: Roll Call Vote

Approve Resolution 2023-06 Concurring in the Nominating Resolution for Scott Ratterman.

**12. AMENDMENT TO EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

Action Requested: Roll Call Vote

Approve Resolution 2023-07 to amend the General Manager's employment agreement.

**13. 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 the future agenda.

**14. ADJOURNMENT**

If there is no other Board business the President will adjourn to its next regular meeting scheduled for April 11, 2023 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.

CALAVERAS PUBLIC UTILITY DISTRICT

January 10, 2023

Regular Meeting

3:00 pm

DIRECTORS PRESENT: Richard Blood  
J.W. Dell'Orto  
Steve McDermed

DIRECTORS ABSENT: Brady McCartney  
Jack Tressler

STAFF PRESENT: Travis Small, General Manager  
Adam Brown, District Legal Counsel  
Mathew Roberts, Water System Superintendent

OTHERS PRESENT:

1. **CALL THE MEETING TO ORDER:** The regular meeting was called to order by President Blood at 3:12 P.M.
2. **ROLL CALL OF DIRECTORS:** Directors Blood, Dell'Orto, and McDermed were present. Directors McCartney and Tressler were absent.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject):** Travis Small, General Manager, asked the Board to remove agenda item #11 as it was no longer needed. Adam Brown, District Legal Counsel, clarified he needed more time to consolidate Director input. The Board agreed to remove it.
5. **RESOLUTION NO. 2023-01: 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 JANUARY 10, 2023 TO FEBRUARY 10, 2023 PURSUANT TO BROWN ACT PROVISIONS.**

A motion was made by Director Dell'Orto, seconded by Director McDermed, to approve Resolution No. 2023-01. A roll call vote was taken. Directors Blood, Dell'Orto, and McDermed voted yes; none opposed. Motion carried 3-0.

## 6. CONSENT ITEMS

- a. December 13, 2022 Meeting Minutes
- b. Claim Summary

Director Blood inquired about the payment to Calaveras County Water District (CCWD). Mr. Small clarified that CCWD opened up their internal training to neighboring districts. Calaveras Public Utility District participated in this joint training which allowed the District to save money on training. A motion was made by Director Dell'Orto, seconded by Director McDermed, to approve consent items a-b. A roll call vote was taken. Directors Blood, Dell'Orto, and McDermed voted yes; none opposed. Motion carried 3-0.

## 7. RESERVE POLICY – 2150 UPDATE

Director Blood discussed the Reserve Policy, explaining that the current policy is out of date. It was decided by the Board to create a temporary advisory committee to assist the General Manager with updating the current policy. President Blood appointed Directors Dell'Orto and McDermed to the committee.

## 8. RESOLUTION NO. 2023-02: AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN EQUIPMENT LEASE FOR A JOHN DEERE 310 BACKHOE LOADER

A motion was made by Director Dell'Orto, seconded by Director McDermed, to approve Resolution No. 2023-02 Authorizing the General Manager to Execute an Equipment Lease for a John Deer 310 Backhoe Loader. President Blood requested that for future purchase resolutions that the total upfront cost for the finance amount be included in the resolution. A roll call vote was taken. Directors Blood, Dell'Orto, and McDermed voted yes; none opposed. Motion carried 3-0.

## 9. WATER MASTER PLAN – REQUEST FOR PROPOSAL (RFP)

President Blood requested that the Board work with staff to develop a new Capital Improvement Plan (CIP). He mentioned that it has been 4-5 years since the tanks have been inspected. A motion was made by Director Dell'Orto to authorize the General Manager to publish the Water Master Plan – Request for Proposals (RFP) with amended changes and attachments, seconded by Director McDermed. A roll call vote was taken. Directors Blood, Dell'Orto, and McDermed voted yes; none opposed. Motion carried 3-0.

## 10. REPORTS

- a. Legal Counsel's Report

Mr. Brown stated that he did not have a report this month.

- b. Water System Superintendent's Report

Mathew Roberts, Water System Superintendent, reviewed the Monthly Maintenance Report. He reported that the District received significant rainfall during the recent storm. With the rain there were also some issues, including some downed trees and road damage. The South Fork Pump Station experienced some issues with gravel filling the pump basin. The gravel will need to be excavated. Mr. Small informed the Board that he will work with Calaveras Office of Emergency Services (Cal OES) to obtain funding. Mr. Roberts reported a 4" leak on fire hydrant lateral located at Pope St. During inspections at Redhawk Dam a seepage was discovered. After further

investigations it was determined to be a right-hand drain. The mini excavator was used to investigate and clean up the area.

c. District Engineer Report

Mr. Small reported on the Clearwell Tank Project on behalf of WGA. Since the last update, the contractor completed the bulk of the remaining scope work during the week of December 19, 2022 – December 23, 2022. Since that week the contractor has not been onsite due to wet grade/weather days. There are only a few scope items remaining to be completed. Some of these items are integral to begin filling and testing the tank and include: Electrical and Communication trenching to the tank and the new above-ground meter and installation of a few remaining tank appurtenances (pressure transducer, empty valve, dechlorinating overflow security assembly). WGA anticipates that once there is a stretch of decent weather this work can be completed 1-2 weeks before final closeout.

d. General Manager's Report

The General Manager informed the Board that the Rich Gulch grant has been submitted. Mr. Small reported to the Board that a company called Water and Land Solutions inquired about possible water transfers. Mr. Small said he would report back to the Board at a future meeting. Mr. Small attended a Cal OES meeting regarding the January storms. Mr. Small informed the Board that one of the office staff is no longer with the District as of December 30<sup>th</sup>. She has accepted a position with Calaveras County.

e. Director's Comments:

President Blood inquired if the District has liability on the District's old ditches. Mr. Brown clarified that the ditches were abandoned many years ago. Liability exposure would be the same as for any other District facility, and all District property should be scheduled as may be required under the District's liability insurance coverage.

11. CLOSED SESSION

There was no closed session.

12. ADJOURNMENT

There being no further business to come before the Board, President Blood adjourned the meeting at 4:54 pm.

Respectfully Submitted,



Carissa Bear, Clerk of the Board

Special Meeting

3:00 pm

DIRECTORS PRESENT: Richard Blood  
Brady McCartney  
J.W. Dell'Orto  
Jack Tressler  
Steve McDermed

DIRECTORS ABSENT: None

STAFF PRESENT: Travis Small, General Manager  
Adam Brown, District Legal Counsel  
Carissa Bear, Clerk of the Board

OTHERS PRESENT: None

1. CALL THE MEETING TO ORDER: President Blood called the meeting to order at 3:01 pm.
2. ROLL CALL OF DIRECTORS: Directors Blood, McCartney, Dell'Orto, Tressler, and McDermed were present.
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT: None
5. CLOSED SESSION  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)  
Title: General Manager

\*The Board entered closed session at 3:04 pm.

The Board adjourned into closed session and completed the General Manager's written performance evaluation. The evaluation will be presented to and discussed with the General Manager in closed session during the February 14, 2023 regular meeting of the Board of Directors.

\*The Board came out of closed session at 6:21 pm.

6. ADJOURNMENT

There being no further business to come before the Board, President Dell'Orto adjourned the meeting at 6:23 pm.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Carissa Bear', written in a cursive style.

Carissa Bear, Clerk of the Board

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CALAVERAS PUBLIC UTILITY DISTRICT

February 14, 2023

Regular Meeting

3:00 pm

DIRECTORS PRESENT: Richard Blood  
Brady McCartney (Remote)  
J.W. Dell'Orto  
Jack Tressler  
Steve McDermed

MEMBERS ABSENT: None

STAFF PRESENT: Travis Small, General Manager  
Adam Brown, District Legal Counsel  
Carissa Bear, Clerk of the Board  
Mathew Roberts, Water System Superintendent  
Wyatt Rovera, Chief Water Treatment Plant Operator

OTHERS PRESENT: Alison Lechowicz, Lechowicz & Tseng Municipal Consultants  
Karl Brustad, Peterson Brustad, Inc.  
Daniel de Graaf, Black Water Consulting Engineers

1. CALL THE MEETING TO ORDER: The regular meeting was called to order by President Blood at 3:04 P.M.
2. ROLL CALL OF DIRECTORS: Directors Blood, McCartney, Dell'Orto, Tressler, and McDermed were present.
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject): None

\* Adam Brown, District Legal Counsel asked the Board to consider a motion, if they so wish, allowing Director McCartney to attend remotely as he is ill. A motion was made by Director Tressler, seconded by Director McDermed, to approve Director McCartney's remote attendance. A voice vote was taken. Directors Blood, Dell'Orto, Tressler, and McDermed voted yes; none opposed. Motion carried 4-0.

5. CONSENT ITEMS

a. Claim Summary

President Blood inquired about the invoice for A-1 Sharpening. Mathew Roberts, System Superintendent, clarified that A-1 Sharpening is now doing tires. President Blood asked about the invoice for Brawner. Travis Small, General Manager, explained that it was a normal annual service done on one of the service vehicles. President Blood inquired about the Control Point

invoice. Mr. Small explained that it was the business server updates that were completed last year, Control Point is just now invoicing the District. Director Tressler inquired if the District's backhoe was broken. President Blood informed Director Tressler that the backhoe has been red tagged for safety. Last Board meeting the Board approved the lease of a new backhoe. Director Tressler inquired about the invoice for repair to damaged lights from Gold Electric, Inc. Mr. Roberts explained that an emergency line repair was done back in October and while working on the repair, CPUD ripped out an unmarked electrical line. A motion was made by Director Dell'Orto, seconded by Director Tressler, to approve the claim summary. A roll call vote was taken. Directors Blood, Dell'Orto, McCartney, Tressler, and McDermed voted yes; none opposed. Motion carried 5-0.

#### 6. EMPLOYEE RECOGNITION

Wyatt Rovera, Chief Water Treatment Operator, celebrated his 5 years with the District. Mr. Small highlighted Mr. Rovera's time at the District over the last 5 years. Mr. Rovera was presented with a Certification of Appreciation.

#### 7. PROP 218 WATER RATE STUDY

Alison Lechowicz, Lechowicz & Tseng Municipal Consultants, gave a presentation on the Final Draft of the Water Rate Study. Director Dell'Orto expressed the importance of explaining Proposition 218 to the public. He explained that it will help the public to understand the need to remove the base amounts included in the current rates. The Board and Ms. Lechowicz discussed in depth the changes that will be done to the current rate structure. Director Tressler recommended possibly adding a Clearwell Tank Project fee that would fall off after the loan has been paid off. Mr. Brown expressed the need for public outreach, explaining it was very important for a successful Prop. 218 process. Ms. Lechowicz will work with staff to draft a schedule for public outreach meetings. She went over the timeline leading up to the Prop. 218 hearing.

#### 9. 2022 WATER FEASIBILITY STUDY FINAL DRAFT

Mr. Small gave the Board a brief overview of the Water Feasibility Study draft report. President Blood asked for this item to be placed on a future agenda.

#### 10. SELECTION OF ENGINEERING CONSULTANT TO COMPLETE A WATER MASTER PLAN, 5-YEAR CIP, AND 20-YEAR AMP AND REQUEST FOR APPROVAL OF RESOLUTION 2023-3

The Board and the General Manager discussed the proposals. Mr. Small informed the Board that two staff members and two board members reviewed the proposals. There was a unanimous decision to recommend Peterson Brustad Inc. Carl Brustad, Peterson Brustad, Inc. was present at the meeting and introduced himself to the Board. Mr. Brustad discussed the process of creating the Master Plan. A motion was made by Director Tressler, seconded by Director Dell'Orto, to approve Resolution 2023 Authorizing The General Manager To Execute A Consulting Agreement With Peterson Brustad Inc. A roll call vote was taken. Directors Blood, Dell'Orto, McCartney, Tressler, and McDermed voted yes; none opposed. Motion carried 5-0.

#### 11. 2022/2023 FISCAL YEAR BUDGET REVIEW

Mr. Small presented a mid-year budget review. He explained to the Board that we are half way through this fiscal year. The District is right on schedule with the expenditures. He informed the Board that they will notice that the benefits were above the projected amount, but explained that the District prepaid the unfunded accrued liability for CalPERS, which saved the District money. Director Dell'Orto inquired if Mr. Small is projecting going over the budget for the Clearwell Tank Project due to the scheduling issue. Mr. Small informed the Board that he will go over that information further under the engineer report, but the contractors are currently waiting for a part that the contractor did not order on time. Mr. Small was asked if the District could recoup the expenses caused by the delay. Mr. Small informed the Board that he is working with the engineers on possibly filing for liquidated damages caused by the error. Mr. Small went over the status of the District's investments and recommended in the future to not tie up the District's funds with such long CDs if the interest rate is under 1%. Director Tressler expressed his concerns with the current policy allowing the General Manager to make decisions on the investments without consulting with the Board. President Blood said that the review with potential changes of that policy can be added to a future agenda. Mr. Brown informed the Board that these policies are reviewed on an annual basis, are regulated by the Government Code and addressed in the District's policy on the subject.

#### 12. IWRM FUNDING AGREEMENT – UPDATE

Mr. Small asked that this agenda item be removed as he did not have any updates at this time. President Blood agreed to move this item to a future agenda.

#### 13. DISTRICT GRANTS

President Blood asked to move this item to a future agenda. Mr. Small asked to give a quick overview. He informed the Board that Integrated Regional Water Management (IWRM) received through Upper Mokelumne River Watershed Authority (UMRWA) is worth \$600,000. It appears about \$565,000 will go to construction. The rest could be funded through a State Revolving Fund (SRF) grant. Mr. Small touched on the funding possibilities, explaining that United States Department of Agricultural (USDA) funding could potentially pay fifty percent. Mr. Small advised that the submission of the Safe and Affordable Funding for Equity and Resilience Program (SAFER) grant is complete. The District never saw an invoice for that as it was done through California Rural Water. President Blood inquired if that was the grant that the Interim General Manager started. Mr. Small informed the Board that Mr. Roberts actually has been the head of this project. Mr. Small informed the Board that he would like to keep 2-3 firms on retainer to assist with going out for grant funding. He will put a Request for Proposal on the next agenda. The Board and General Manager discussed the failure to submit a fully prepared SRF grant application, which occurred before he began his term as General Manager. It was assumed that the application would not be approved. Mr. Small expressed that once the grant has progressed to a certain point that it might as well be submitted and let them turn it down.

#### 14. REVIEW OF DISTRICT TEMPORARY ADVISORY (AD HOC) COMMITTEES AND ASSIGNMENTS

This item was moved to the March meeting, but President Blood kept the temporary committee that was created at the February Board meeting.

#### 15. REPORTS

a. Legal Counsel's Report

Mr. Brown stated that he did not have a report this month.

b. Water System Superintendent's Report

Mathew Roberts, Water System Superintendent, presented a slideshow of photos taken from the last few months in the District. Mr. Roberts reviewed the Monthly Maintenance Report. He explained that the District took on some heavy flows from the storms in 2023. The South Fork Pump Station (SFPS) had some debris issues causing the gate to become inoperable. Calaveras County Water District (CCWD) was gracious enough to assist the District in removing the debris and repairing the gate so that it would be operable. Mr. Roberts expressed his gratitude for the assist from CCWD. The SFPS is 6" over spill. Mr. Small reported that Jeff Davis Reservoir is 12 feet below spill. Schaads is 3" over spill. The transformer at Schaads was repaired by Don Moss. There was one main line leak this month in San Andreas on Pope St. The leaks are becoming hard to find during this wet season. The drain valve wheel at Redhawk was repaired by Herd's Welding. All pre-emergent has started for the spray program. The Ditchwitch oil change and maintenance was done at Brawner's Automotive. Director Tressler recommended reviewing the warranty on all equipment to make sure the maintenance can be done outside of a certified retailer. Some warranties state specially that all maintenance needs to be done by their company. Mr. Small will look into it. The annual water diversion report for SWRCB has been completed. President Blood inquired if a new permit was required due to the Clearwell Tank Project. Mr. Roberts explained that it will be updated once the new Clearwell Tank is up and running.

c. District Engineer Report

Mr. Small reported on the Clearwell Tank Project on behalf of WGA.

d. General Manager's Report

Mr. Small stated that he did not have a report this month.

e. Director's Comments:

Director Dell'Orto thanked Mr. Roberts for his hard work getting the SAFER Grant submitted. Director Tressler thanked the crew for all of their hard work. Director Dell'Orto reminded the Board to file their Forms 700s. President Blood asked that the January Board meeting minutes be completed by next week and forwarded to the Board for review before placed on the March agenda. Carissa Bear, Clerk of the Board, explained that the office has been short staffed, often running on one office staff member, which impacts the timing on completing the minutes. She will try to send them out earlier. Director Tressler requested that the Board consider a new meeting time for the regular Board meetings. He is having a hard time making 3:00PM work. President Blood asked for it to be put on the March agenda for discussion. Mr. Travis informed the Board that he will be requesting at the next meeting that the May meeting be pushed back one week. Mr. Small asked if any Board members were interested in attending the ACWA conference in Monterey. Director McDermed expressed interest. Mr. Small will forward the information to all of the Board. Director Dell'Orto expressed his satisfaction with the addition of tabs in the Board binders.

\*The Board went into closed session at 6:45pm.

16. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: General Manager

The Board adjourned into closed session and presented the General Manager with his written performance evaluation. No further action was taken.

\*The Board reconvened open session at 8:07pm.

17. ADJOURMENT

There being no further business to come before the Board, President Blood adjourned the meeting at 8:08 pm.

Respectfully Submitted,

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

Carissa Bear, Clerk of the Board

DRAFT

**CALAVERAS PUBLIC UTILITY DISTRICT**

**CLAIM SUMMARY # 2-2023**

**DATE: February 2023**

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	\$ 623,168.61
Payroll Submitted	\$ 47,745.24
Employee Reimbursement	\$ 20.96
P/R Tax Deposits	\$ 22,939.43
<b>Sub-total</b>	<b>\$ 693,874.24</b>

Claim Summary Approved for	<b>\$ 693,874.24</b>
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Clerk of the Board, Calaveras Public Utility District

Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023

Name	Date	Memo	Account	Amount
<b>A-1 Sharpening</b>				
	02/23/2023	Truck #2 (Gold Toyota) Tires	5532 · Repairs & Maintenance-Auto	1,045.14
Total A-1 Sharpening				1,045.14
<b>ACWA</b>				
	02/23/2023	Travis Small - Spring Conference	5320 · Seminars & Conferences-Staff	815.00
Total ACWA				815.00
<b>ACWA-Health</b>				
	02/08/2023	March 2023	5220 · Dental/Vision/Life Insurance	1,467.78
Total ACWA-Health				1,467.78
<b>ACWA/JPIA-WC</b>				
	02/23/2023	Quarter #2 Workers Comp	5425 · Insurance	4,228.41
Total ACWA/JPIA-WC				4,228.41
<b>Alpha Analytical Labs, Inc.</b>				
	02/08/2023	Statement 1/31/2023	5685 · Lab & Sampling	2,647.00
	02/08/2023	Past Due (Previous Invoice)	5685 · Lab & Sampling	545.00
Total Alpha Analytical Labs, Inc.				3,192.00
<b>American Fidelity Assurance</b>				
	02/08/2023	Inv# D555597	5275 · Employee Section 125 Plan	540.68
Total American Fidelity Assurance				540.68
<b>American Fidelity Assurance Co.(Flex)</b>				
	02/08/2023	Inv# 2136808A	5275 · Employee Section 125 Plan	231.25
	02/23/2023	Inv# 2136810A - Flex Acct	5275 · Employee Section 125 Plan	168.75
	02/23/2023	Inv# 2136810A	5275 · Employee Section 125 Plan	0.00
Total American Fidelity Assurance Co.(Flex)				400.00
<b>AT &amp; T</b>				
	02/08/2023	Hydro #3	5480 · Telephone	249.14
	02/08/2023	San Andreas Tank	5480 · Telephone	55.92
	02/08/2023		5480 · Telephone	0.00
	02/09/2023	San Andreas Tank	5480 · Telephone	247.24
	02/09/2023		5480 · Telephone	0.00
	02/09/2023		5480 · Telephone	0.00
Total AT & T				552.30
<b>AT&amp;T</b>				
	02/23/2023	Shop Internet & Phone	5480 · Telephone	91.08
Total AT&T				91.08
<b>Blood, Richard</b>				
	02/23/2023	UMRWA 1/27/2023 - CPUD Special 2/9/2023 - CPUD Regular 2/14/2023	5310 · Board Meetings-Director Fees	300.00
	02/23/2023		5325 · Mileage Reimb, Parking, Tolls	0.00
Total Blood, Richard				300.00

**Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023**

<b>Name</b>	<b>Date</b>	<b>Memo</b>	<b>Account</b>	<b>Amount</b>
<b>Brady McCartney</b>				
	02/23/2023	2/9/2023, 2/14/2023	5310 · Board Meetings-Director Fees	200.00
Total Brady McCartney				<u>200.00</u>
<b>Cal-Waste</b>				
	02/08/2023	Office	5760 · Sewer & Garbage	160.94
	02/08/2023	Shop	5760 · Sewer & Garbage	383.62
Total Cal-Waste				<u>544.56</u>
<b>Cal PERS</b>				
	02/01/2023	Employer Contribution, Classic, 1017, CalPERS, 01/15/2023 - 01/28/2023	5230 · Retirement Benefits-CalPERS	3,282.66
	02/01/2023	Employer Contribution, PEPRA, 26507, CalPERS, 01/15/2023 - 01/28/2023	5230 · Retirement Benefits-CalPERS	1,777.84
	02/01/2023	Employer Contribution, PEPRA, 26507, CalPERS, 12/18/2022 - 12/31/2022	5230 · Retirement Benefits-CalPERS	279.28
	02/16/2023	Health PA Billing - PERS	5200 · Medical Benefits	33,530.10
	02/16/2023	Employer Contribution, Classic, 1017, CalPERS, 01/29/2023 - 02/11/2023	5230 · Retirement Benefits-CalPERS	3,282.66
	02/16/2023	Employer Contribution, PEPRA, 26507, CalPERS, 01/29/2023 - 02/11/2023	5230 · Retirement Benefits-CalPERS	2,059.96
Total Cal PERS				<u>44,212.50</u>
<b>Calaveras Auto Supply</b>				
	02/08/2023	Windshield Wipers, Nitrile Glove, and Rain X	5548 · Materials & Supplies-T&D	64.14
Total Calaveras Auto Supply				<u>64.14</u>
<b>Calaveras Lumber Company</b>				
	02/08/2023	Parts for Chainsaw/Cutoff saws	5548 · Materials & Supplies-T&D	18.30
Total Calaveras Lumber Company				<u>18.30</u>
<b>Calaveras Public Power Agency</b>				
	02/08/2023	CPUD Warehouse	5743 · Electricity-Office	348.80
	02/08/2023	Glencoe Booster Pump	5741 · Electricity-Hydros	341.00
	02/08/2023	CPUD Office	5743 · Electricity-Office	169.80
	02/08/2023	Jeff Davis Water Treatment Plant	5742 · Electricity-Treatment	1,364.00
	02/08/2023	Licking Fork Pumping Station	5740 · Electricity-T & D	1,864.00
Total Calaveras Public Power Agency				<u>4,087.60</u>
<b>California Rural Water Association</b>				
	02/23/2023	Membership Renewal	5420 · Association Dues	900.00
Total California Rural Water Association				<u>900.00</u>
<b>Campbell Construction</b>				
	02/08/2023	Clearwell Tank Final Payment -Phase 1 Contract	5860 · Construction-Capital	19,239.65
Total Campbell Construction				<u>19,239.65</u>
<b>Carbon Copy Inc.</b>				
	02/08/2023	Printing	5464 · Printing	77.72
	02/08/2023	Shipping on toner	5464 · Printing	12.50
Total Carbon Copy Inc.				<u>90.22</u>
<b>Care Free Lawns</b>				



**Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023**

<b>Name</b>	<b>Date</b>	<b>Memo</b>	<b>Account</b>	<b>Amount</b>
	02/08/2023	January bi-weekly service	5670 · Janitorial	150.00
Total Care Free Lawns				150.00
<b>Comcast</b>				
	02/23/2023	Business IP Adress & Business Voice	5480 · Telephone	327.83
Total Comcast				327.83
<b>Comcast Business (VE)</b>				
	02/23/2023	Business VoiceEdge	5480 · Telephone	304.21
Total Comcast Business (VE)				304.21
<b>Costco</b>				
	02/23/2023	Annual Membership Renewal	5475 · Office Supplies	60.00
Total Costco				60.00
<b>De Lage Landen Financial Services Inc.</b>				
	02/23/2023	Kyocera	5464 · Printing	87.85
Total De Lage Landen Financial Services Inc.				87.85
<b>Dell'Orto, J.W.</b>				
	02/23/2023	2/9/2023, 2/14/2023, 2/16/2023	5310 · Board Meetings-Director Fees	300.00
	02/23/2023	2/9/2023, 2/14/2023, 2/16/2023	5325 · Mileage Reimb, Parking, Tolls	0.00
Total Dell'Orto, J.W.				300.00
<b>East Bay MUD</b>				
	02/09/2023	Shared catering for EAP event -Shared Exercise with JVID, EBMUD	5335 · Training	455.58
Total East Bay MUD				455.58
<b>Enviromental Safety Training Prof.</b>				
	02/08/2023	Asbestos cement pipe refresher course	5335 · Training	600.00
Total Enviromental Safety Training Prof.				600.00
<b>Farr Construction</b>				
	02/08/2023	Clearwell Tank Payment 7 revision #2	5860 · Construction-Capital	330,976.22
	02/08/2023	Clearwell Tank Payment 8	5860 · Construction-Capital	126,350.00
Total Farr Construction				457,326.22
<b>Fischer, Merle</b>				
	02/08/2023	February 2023	5210 · Medical Benefits-Retiree	996.31
Total Fischer, Merle				996.31
<b>Foothill Materials</b>				
	02/08/2023	Garamendi Hydro repair due to storm damage	5549 · Emergency Response	449.67
Total Foothill Materials				449.67
<b>Garrett's Cross Connection Control</b>				
	02/08/2023	11 Backflow tests @ \$35/each	5534 · Repairs & Maintenance-Pumping	385.00
Total Garrett's Cross Connection Control				385.00
<b>GEI Consultants, Inc.</b>				

Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023

Name	Date	Memo	Account	Amount
	02/23/2023	Chief Dam Safety Engineer Services	5695 · Consultants-Dam	795.00
Total GEI Consultants, Inc.				795.00
<b>Grainger</b>				
	02/08/2023	Materials for Water Treatment Maintenance	5547 · Materials & Supplies-Treatment	398.31
	02/08/2023	Materials for Water Distribution Maintenance	5548 · Materials & Supplies-T&D	196.21
Total Grainger				594.52
<b>Granite Data Solutions</b>				
	02/08/2023	Adobe subscription renewal	5470 · Software Programs & Updates	462.00
Total Granite Data Solutions				462.00
<b>Henwood Associates, Inc.</b>				
	02/23/2023	Hydro Electric Repair Services - Middle Fork Powerhouse	5533 · Repairs & Maint-Dams & Hydros	2,953.90
Total Henwood Associates, Inc.				2,953.90
<b>Hill Rivkins Brown &amp; Associates</b>				
	02/23/2023	Legal Services	5645 · Legal Services	4,159.50
Total Hill Rivkins Brown & Associates				4,159.50
<b>Hobgood's Cleaning Service</b>				
	02/23/2023	February 2023	5670 · Janitorial	160.00
Total Hobgood's Cleaning Service				160.00
<b>Holt of California</b>				
	02/08/2023	Backhoe & bucket rental (Rental Invoice)	5720 · Equipment Rental	4,863.66
Total Holt of California				4,863.66
<b>Hunt &amp; Sons Inc.</b>				
	02/23/2023	Fuel for District Vehicles & Equipment	5540 · Fuel	2,161.86
Total Hunt & Sons Inc.				2,161.86
<b>IXOM Watercare, Inc</b>				
	02/08/2023	SolarBee Reservoir Mixer Maintenance	5547 · Materials & Supplies-Treatment	3,869.00
Total IXOM Watercare, Inc				3,869.00
<b>Lechowicz &amp; Tseng</b>				
	02/08/2023	1/1/2023 - 1/31/2023 - Water Rate Study	5650 · Financial Consultants	1,930.00
Total Lechowicz & Tseng				1,930.00
<b>Martin Marietta</b>				
	02/08/2023	Storm Damage Repair - Rock and Road Base	5549 · Emergency Response	2,712.25
Total Martin Marietta				2,712.25
<b>Matrix Trust Company</b>				
	02/08/2023	Payroll Date 1/28/2023	2317 · 457 Plan	936.77
	02/23/2023	Payroll Date 2/11/2023	2317 · 457 Plan	935.29
Total Matrix Trust Company				1,872.06
<b>McMaster-Carr</b>				

**Calaveras Public Utility District**  
**Expenses by Vendor Detail**  
February 2023

Name	Date	Memo	Account	Amount
	02/23/2023	Materials for Water Treatment Maintenance	5547 · Materials & Supplies-Treatment	135.41
Total McMaster-Carr				135.41
<b>Mokelumne Hill Veterans Memorial Distric</b>				
	02/06/2023	MH Town Hall Deposit - Annual EAP Seminar	5335 · Training	0.00
	02/06/2023	MH Town Hall Rental Fee - Annual EAP Seminar	5335 · Training	200.00
Total Mokelumne Hill Veterans Memorial Distric				200.00
<b>Motherlode Answering Service</b>				
	02/08/2023	2/1/2023	5606 · Answering Service	479.52
Total Motherlode Answering Service				479.52
<b>North Bay Pensions</b>				
	02/08/2023	Valuation of June 30, 2021 GASB 75 obligations for post retirement benefits	5630 · Accounting Services	2,000.00
Total North Bay Pensions				2,000.00
<b>Pace Supply</b>				
	02/08/2023	Materials for Water Treatment Plant	5547 · Materials & Supplies-Treatment	6,661.35
	02/08/2023	Materials for Stock Water Distribution	5548 · Materials & Supplies-T&D	4,380.15
	02/08/2023	Repair parts for Water Distribution	5536 · Repairs & Maintenance-T&D	1,436.49
	02/23/2023	Air Valve and Repair Clamp	5548 · Materials & Supplies-T&D	315.31
Total Pace Supply				12,793.30
<b>Parcel Quest</b>				
	02/08/2023	Subscription Renewal	5470 · Software Programs & Updates	2,399.00
Total Parcel Quest				2,399.00
<b>Petty Cash</b>				
	02/23/2023	Employee Recognition	5290 · Employee Recognition	37.77
	02/23/2023	Lien Release	1372 · A/R Misc. Charges	60.00
Total Petty Cash				97.77
<b>PG&amp;E - ENERGY STATEMENT</b>				
	02/08/2023	Schaad's	5741 · Electricity-Hydros	137.19
	02/08/2023	Hydro #1	5741 · Electricity-Hydros	213.12
	02/08/2023	District Office	5743 · Electricity-Office	318.38
	02/08/2023	Warehouse light	5743 · Electricity-Office	9.89
	02/08/2023	Warehouse light	5743 · Electricity-Office	9.89
	02/08/2023		5743 · Electricity-Office	-20.00
	02/23/2023	Hydro #1	5741 · Electricity-Hydros	175.73
	02/23/2023	Hydro #2	5741 · Electricity-Hydros	89.26
Total PG&E - ENERGY STATEMENT				933.46
<b>PGE-NON ENERGY INVOICES</b>				
	02/23/2023	Schaad's	5741 · Electricity-Hydros	197.86
	02/23/2023	Hydro #1	5741 · Electricity-Hydros	7.75
	02/23/2023	Hydro #2	5741 · Electricity-Hydros	7.75

Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023

Name	Date	Memo	Account	Amount
	02/23/2023	Hydro #3	5741 · Electricity-Hydros	7.75
Total PGE-NON ENERGY INVOICES				221.11
<b>Pitney Bowes (Lease)</b>				
	02/08/2023	Folding machine & postage machine lease	5699 · Other Contracted Services	1,446.74
Total Pitney Bowes (Lease)				1,446.74
<b>Pollard Water</b>				
	02/08/2023	Materials & Supplies - Treatment	5547 · Materials & Supplies-Treatment	193.37
	02/23/2023	Tools for Service Trucks	5585 · Tools	524.83
Total Pollard Water				718.20
<b>Progressive Print Solutions</b>				
	02/08/2023	Tote Bags for Seminars and Conservation Outreach	5415 · Advertising	1,084.24
Total Progressive Print Solutions				1,084.24
<b>Rutledge Security Systems, LLC</b>				
	02/23/2023	Inv# 000245 Annual System Monitoring	5680 · Security	330.00
Total Rutledge Security Systems, LLC				330.00
<b>San Andreas Sanitary District</b>				
	02/08/2023	Office	5760 · Sewer & Garbage	99.81
	02/08/2023	Shop	5760 · Sewer & Garbage	99.81
Total San Andreas Sanitary District				199.62
<b>SEIU Local 1021</b>				
	02/08/2023	PPE 1/28/2023	2322 · SEIU Union Dues	394.73
	02/23/2023	PPE 2/11/2023	2322 · SEIU Union Dues	429.25
Total SEIU Local 1021				823.98
<b>Sender's Market Inc.</b>				
	02/08/2023	Materials for Inline Hydro Generator	5546 · Materials & Supplies-Hydros	42.84
	02/08/2023	Materials for Water Distribution	5548 · Materials & Supplies-T&D	125.83
Total Sender's Market Inc.				168.67
<b>Steve McDermed</b>				
	02/23/2023	2/9/2023, 2/14/2023	5310 · Board Meetings-Director Fees	200.00
Total Steve McDermed				200.00
<b>SWRCB-DWOC Accounting Office</b>				
	02/06/2023	T. Woden T2	5430 · License, Cerifications, Fees	60.00
Total SWRCB-DWOC Accounting Office				60.00
<b>Texas Life Insurance Company</b>				
	02/08/2023	Billing# SM0F2J20230116001 T. Small	5275 · Employee Section 125 Plan	35.00
	02/23/2023	Inv# SM0F2J0230215001	5275 · Employee Section 125 Plan	35.00
Total Texas Life Insurance Company				70.00
<b>Treat's General Store</b>				
	02/08/2023	Materials for Water Treatment Plant	5547 · Materials & Supplies-Treatment	89.57

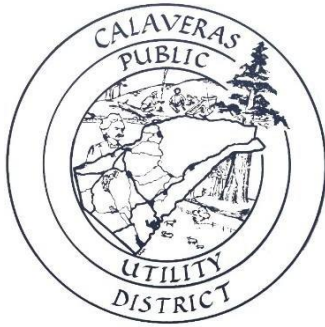
Calaveras Public Utility District  
Expenses by Vendor Detail  
February 2023

Name	Date	Memo	Account	Amount
	02/08/2023	Materials for Pumping Facility	5545 · Materials & Supplies-Pumping	108.22
	02/08/2023	Materials for Water Distribution	5548 · Materials & Supplies-T&D	144.34
Total Treat's General Store				342.13
<b>Tressler, Jack</b>				
	02/23/2023	2/9/2023, 2/14/2023	5310 · Board Meetings-Director Fees	200.00
Total Tressler, Jack				200.00
<b>USA Blue Book</b>				
	02/08/2023	Materials for Water Distribution	5548 · Materials & Supplies-T&D	348.21
	02/23/2023	Treatment Plant Materials for process equipment	5547 · Materials & Supplies-Treatment	135.36
	02/23/2023	Treatment Plant Materials for process equipment	5547 · Materials & Supplies-Treatment	330.56
	02/23/2023	Materials for Water Distribution	5548 · Materials & Supplies-T&D	52.85
Total USA Blue Book				866.98
<b>Verizon Wireless</b>				
	02/08/2023	District Employee Cell Phones	5480 · Telephone	1,144.06
	02/23/2023	Special Circuits	5480 · Telephone	62.19
Total Verizon Wireless				1,206.25
<b>Volcano Telephone</b>				
	02/08/2023	13900 Hwy 26	5480 · Telephone	53.30
	02/08/2023	1601 West Forty	5480 · Telephone	53.30
	02/08/2023	10727 Ponderosa Way	5480 · Telephone	53.30
	02/08/2023	3089 Ridge Rd	5480 · Telephone	49.72
	02/08/2023	Treatment Plant	5480 · Telephone	66.70
	02/08/2023	Schaad's Hydro	5480 · Telephone	53.30
	02/08/2023	Special circuit	5480 · Telephone	94.39
	02/08/2023	Schaad's Hydro	5480 · Telephone	53.30
	02/08/2023	Treatment Plant Broadband	5480 · Telephone	56.95
	02/08/2023	Treatment Plant Long Distance	5480 · Telephone	70.05
Total Volcano Telephone				604.31
<b>W L Construction Supply, Inc.</b>				
	02/23/2023	14" - Diamond Cutoff Saw Blade	5548 · Materials & Supplies-T&D	447.33
Total W L Construction Supply, Inc.				447.33
<b>Weber, Ghio &amp; Associates</b>				
	02/23/2023	General Engineering Services	5850 · Engineering-Capital	231.25
	02/23/2023	Clearwell Tank Project Phase II Construction Management	5850 · Engineering-Capital	7,812.75
	02/23/2023	Coating & Inspection Service	5850 · Engineering-Capital	8,176.50
Total Weber, Ghio & Associates				16,220.50
<b>Wells Fargo Bank - C. Bear</b>				
	02/27/2023	Storage Unit	5710 · Occupancy	200.00
	02/27/2023	Office Supplies	5475 · Office Supplies	184.01

**Calaveras Public Utility District  
 Expenses by Vendor Detail  
 February 2023**

<b>Name</b>	<b>Date</b>	<b>Memo</b>	<b>Account</b>	<b>Amount</b>
	02/27/2023	Ink for Postage Machine	5462 · Postage	311.82
	02/27/2023	Software	5470 · Software Programs & Updates	86.11
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-39.00
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-61.04
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-49.31
Total Wells Fargo Bank - C. Bear				<u>632.59</u>
<b>Wells Fargo Bank - M Roberts</b>				
	02/27/2023	Certification T. Woden	5430 · License, Cerifications, Fees	199.99
	02/27/2023	Repairs & Maintenance Treatment	5535 · Repairs & Maintenance-Treatment	68.11
	02/27/2023	Emergency Response - PLC Parts	5549 · Emergency Response	3,598.22
	02/27/2023	Employee Recognition	5290 · Employee Recognition	19.32
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-39.00
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-14.01
	02/27/2023	Training	5335 · Training	63.70
Total Wells Fargo Bank - M Roberts				<u>3,896.33</u>
<b>Wells Fargo Bank - T Small</b>				
	02/27/2023	Moke Hill Tank Radio	5549 · Emergency Response	2,688.42
	02/27/2023	Office Supplies	5475 · Office Supplies	60.32
	02/27/2023	Software Programs	5470 · Software Programs & Updates	65.00
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-39.00
	02/27/2023	Return of Finance Charges	5610 · Bank Charges	-10.14
Total Wells Fargo Bank - T Small				<u>2,764.60</u>
<b>Western Hydrologics, LLP</b>				
	02/08/2023	2/06/2023 Gaging Services (5423)	5699 · Other Contracted Services	1,660.79
Total Western Hydrologics, LLP				<u>1,660.79</u>
				<u><b>623,168.61</b></u>

# CALAVERAS PUBLIC UTILITY DISTRICT



## Board of Directors

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

## Director Assignments

### District AD HOC Committees

Engineering/Planning Committee	Richard Blood	Brady McCartney
Budget/Finance Committee	J.W. Dell 'Orto	Jack Tressler
Negotiations Committee	Brady McCartney	Richard Blood

(Per President Blood: Change Negotiations to Personnel Committee; Change Engineering to Water Operations, Engineering & Capital Improvement Planning Committee)

### Joint Power Authorities

	<b>Primary</b>	<b>Alternate</b>
ACWA/JPIA	Richard Blood	Jack Tressler
Calaveras-Amador Mokelumne River Authority (CAMRA)	J.W. Dell 'Orto	Richard Blood
Calaveras Public Power Agency (CPPA)	Jack Tressler	J.W. Dell 'Orto
Upper Mokelumne River Watershed Authority (UMRWA)	Richard Blood	Jack Tressler

### Local/Regional Organizations of Interest

Association of California Water Agencies (ACWA)	VACANT
Calaveras LAFCO	VACANT
Mokelumne River Association (MRA)	All Board Members
Mountain Counties Water Resources Association (MCWRA)	All Board Members

**RESOLUTION 2023-04**

**RESOLUTION ADOPTING CALAVERAS PUBLIC UTILITY DISTRICT POLICY NO.  
4240 - BOARD MEMBER REMOTE ATTENDANCE AT MEETINGS  
(TELECONFERENCING POLICY)**

**WHEREAS**, the Board of Directors of the Calaveras Public Utility District, a public agency formed and existing under the California Public Utility District Act, Public Utilities Code Section 15501, *et seq.*, is responsible for the governance of the District pursuant to its statutory authorization; and

**WHEREAS**, the Board of Directors is statutorily authorized to adopt District ordinances, resolutions, policies and procedures to ensure the proper and orderly function of the District, its services and operations in providing a safe and reliable drinking water supply to its residents; and

**WHEREAS**, the Board of Directors finds that it is in the best interests of the District and the public to update District policies from time to time to bring them into compliance with existing law and best practices, and to promote public participation, transparency and consistency;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the Calaveras Public Utility District as follows:

1. That the attached Policy No. 4240 – BOARD MEMBER REMOTE ATTENDANCE AT MEETINGS (TELECONFERENCING POLICY) be and is hereby adopted by the Board of Directors; and
2. That the aforesaid Policy No. 4240 hereby amends, restates and supersedes any and all prior and currently existing policies of this District pertaining to the subject matter set forth therein; and
3. That unless otherwise amended, restated or superseded herein, all other District policies and procedures presently in existence shall remain unaltered and shall continue in full force and effect.

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 14<sup>th</sup> day of March 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President, Calaveras Public Utility District

Attest:



\_\_\_\_\_  
Carissa Bear, Secretary/Clerk of the Board

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

\_\_\_\_\_  
Carissa Bear, Secretary/Clerk of the Board

\_\_\_\_\_  
Date



CALAVERAS PUBLIC UTILITY DISTRICT POLICIES

Policy Name:	4240 – BOARD MEMBER REMOTE ATTENDANCE AT BOARD MEETINGS (TELECONFERENCING POLICY)		
Approval Authority:	CPUD BOARD OF DIRECTORS	Adopted:	
Resolution No.	2023 - 04	Revised:	

**PURPOSE**

This Policy shall govern the use of teleconferencing and other means of remote video participation (e.g., Zoom or Microsoft Teams) for Directors’ attendance of Meetings of the Calaveras Public Utility District Board of Directors. The General Teleconferencing Policies (Section 3) and Standard Teleconferencing Procedures (Section 4) shall apply in all instances, except when (1) a Board member has either “just cause” or an “emergency circumstance” so as to permit the use of the Expanded Teleconferencing Procedures (Section 5) or (2) a State of Emergency issued by the California Governor is in effect sufficient to trigger the use of the Emergency Teleconferencing Procedures (Section 6).

**POLICY STATEMENT**

**Section 1. General**

Assembly Bill 2449, effective January 1, 2023, allows for a minority of a District Board of Directors to meet remotely without noticing or providing public access to their remote meeting location under modified Brown Act requirements, provided that the District abides by the strict substantive and procedural requirements within the legislation. The District may avail itself of the alternative agenda posting and teleconference requirements, potentially making it easier for the District Board of Directors to participate in a meeting remotely under certain circumstances that would have otherwise precluded that participation.

**Section 2. Definitions**

Unless otherwise defined herein, the following definitions shall apply to this policy:

Brown Act / Ralph M. Brown Act – shall refer to Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code, known as the “Ralph M. Brown Act” pursuant to Government Code section 54950.5, as such shall be amended from time to time.

Member – shall mean a duly elected or appointed Director of the Calaveras Public Utility District Board of Directors.

Meeting – shall mean a duly noticed regular, special or emergency meeting of the Board of Directors subject to the Brown Act.

State – shall mean the State of California.

State of Emergency – shall mean a state of emergency proclaimed by the California Governor or such others as may be empowered pursuant to Section 8625 of the California Emergency Services Act, as set forth in Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2 of the California

Government Code.

Teleconferencing – attendance from different locations, other than the physical location of a meeting, by way of an audio device, whether it be telephone, audio-only internet connection, or otherwise.

Videoconferencing – attendance from different locations, other than the physical location of a meeting, by way of a dual audio and visual device, whereby participants can be both seen and heard. For purposes of this policy, videoconferencing may include attendance by way of a single device or software package, or attendance via an audio device with synced camera or webcasting.

### **Section 3. General Teleconferencing Policies.**

- A. The general public may attend and participate in Board Meetings in person or remotely by logging in on a computer or smart phone by following the instructions on the Meeting agenda. At the discretion of the Board of Directors and/or General Manager, any employee, consultant or vendor attending a Meeting of the District Board of Directors for the purpose of making a presentation to the Board and staff shall be permitted to attend via teleconference or videoconference without compliance with the rules or conditions set forth herein. The individual Members of the Board of Directors, inclusive of any committees or bodies required to comply with the Brown Act, may only participate in a Meeting via teleconference or videoconference as permitted by the following policies.
- B. To the extent a Member desires to attend a Meeting via teleconference or videoconference, the Member shall generally be required to comply with the following “Standard Teleconferencing Procedures” (Section 4, below) unless the circumstances exist to justify the use of the “Expanded Teleconferencing Procedures” (Section 5, below) or “Emergency Teleconferencing Procedures” (Section 6, below).
- C. A Member not in compliance with any such procedures, as applicable, shall not be permitted to attend a Meeting via Teleconference or Videoconference for any purpose, whether to participate in or listen to such Meeting.
- D. In all instances in which a Member is attending a Meeting via teleconference or videoconference, the District Board of Directors shall:
  1. Take all votes by roll call;
  2. Conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and public appearing before the District Board of Directors;
  3. Provide notice and post agendas as otherwise required by the Brown Act;
  4. Permit members of the public access to the meeting and an opportunity to address the District Board of Directors as required by the Brown Act.

### **Section 4. Standard Teleconferencing Procedures.**

- A. A Member may attend a Meeting via teleconference or videoconference if the following conditions are satisfied:
  1. At least a quorum of the Board of Directors participates in the meeting from locations within

the boundaries of the District;

2. The agenda posted for the Meeting is posted at all teleconference locations, each of which is identified in the notice and the agenda for the meeting;
3. Each teleconference location is accessible to the public, and the public is permitted to comment at each teleconference location.

**Section 5.** Expanded Teleconferencing Procedures (Effective Through January 1, 2026).

- A. A Member may attend a Meeting via videoconference only (teleconference will not be permitted under these procedures), without the need to comply with the Standard Teleconferencing Procedure requirements to notice and post at the agenda locations or make such locations accessible to the public, if the following conditions are satisfied:
  1. At least a quorum of the members of the Board of Directors participates in-person from a single physical location accessible to the public, which is within the boundaries of the District and clearly identified in the posted agenda;
  2. The public is permitted to attend the meeting either by teleconference or videoconference in a manner such that the public can remotely attend and offer real-time comment during the meeting;
  3. Notice of the means by which the public can remotely attend the meeting via teleconference or videoconference and offer comment during the meeting is included within the posted agenda;
  4. The Member(s) attending remotely have either “just cause” or an “emergency circumstance” that justifies their attendance via videoconference.
    - a. A Member shall only have “just cause” for remote attendance if such participation is for one of the following reasons:
      - i. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, with such terms having the same meaning as those terms defined in Government Code section 12945.2;
      - ii. Due to a contagious illness that prevents the Member from attending in-person;
      - iii. Due to a need related to a physical or mental disability as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
      - iv. Due to travel while on official business of the District or another state or local agency;
    - b. A Member shall have an “emergency circumstance” if such participation is due to a physical or family medical emergency that prevents the Member from attending in person.
  5. The Member(s) have not attended a meeting remotely on the basis of “just cause” for more than two meetings in the current calendar year; and
  6. The Member(s) have not attended a meeting remotely on the basis of “just cause” or “emergency circumstance” for more than three consecutive months in a calendar year.
  7. The Board of Directors has, and has implemented, a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, consistent with the Federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the Board of Directors shall also give notice of the procedure for receiving and resolving requests for accommodation.

B. In order to utilize the Expanded Teleconference Procedures, a Member shall:

1. For a “just cause” circumstance, notify the Board of Directors at the earliest opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstance relating to their need to appear remotely at the given meeting;
2. For an “emergency circumstance,” request to participate at a meeting due to an “emergency circumstance” as soon as possible, preferably before the posting of the agenda but up to the start of the meeting, with such request including a general description of the circumstances relating to their need to appear remotely at the given meeting, though any description for emergency circumstances need not exceed 20 words and need not include any medical diagnosis or disability or personal medical information exempt from disclosure by law;
3. The Member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the Member, and the general nature of the Member’s relationship with such individuals, if any are present;
4. Participate through videoconferencing, with both audio and visual technology.

C. Upon receipt of a request from a Member to utilize the Expanded Teleconference Procedures, the Board of Directors shall:

1. Take action by majority vote on a request to participate remotely due to an “emergency circumstance” at its earliest opportunity, which may be taken as a noticed agenda item or as an added item if sufficient time was not provided to place the proposed action on the agenda;
2. In the event of a disruption that prevents the broadcast of the meeting to members of the public, or in the event of a disruption within the District’s control that prevents members of the public from offering public comment using the teleconferencing or videoconferencing options, take no further action during a meeting until such access is restored.

**Section 6.** Emergency Teleconferencing Procedures (Effective Through January 1, 2024).

A. Notwithstanding the Standard Teleconferencing Procedures, the District may elect to use these “Emergency Teleconferencing Procedures” to allow teleconferencing if any of the following circumstances apply:

1. The District holds a meeting during a proclaimed State of Emergency and state or local officials have imposed or recommended measures to promote social distancing;
2. The District holds a meeting during a proclaimed State of Emergency for the purpose of determining, by a majority vote, whether as a result of the emergency, meeting in person

would present imminent risks to the health or safety of attendees; or

3. The District holds a meeting during a proclaimed State of Emergency and the Board of Directors has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

B. If utilizing the Emergency Teleconferencing Procedures, the Board of Directors shall:

1. Give notice in the agenda for such Meeting of the means by which members of the public may access the meeting and offer public comment via a teleconferencing or videoconferencing option, which shall include an opportunity for public comment in real-time;
2. In the event of a disruption that prevents the broadcast of the meeting to members of the public, or in the event of a disruption within the District's control that prevents members of the public from offering public comment using the teleconferencing or videoconferencing options, take no further action during a meeting until such access is restored.

C. The District may continue use of the Emergency Teleconferencing Procedures for as long as the State of Emergency remains active, provided that, not later than 30 days after teleconferencing for the first time, and every 30 days thereafter, the Board of Directors finds by majority vote that:

1. The District has reconsidered the circumstance of the State of Emergency; and
2. Any of the following circumstances exist:
  - a. The State of Emergency continues to directly impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose or recommend measures to promote social distancing.
  - c. In the event of the use of these Emergency Teleconferencing Procedures, it shall not be necessary for the District to provide a physical location from which the public may attend or comment.

## **Section 7. Miscellaneous Provisions**

With respect to the Standard Teleconferencing Procedures, Expanded Teleconferencing Procedures, and Emergency Teleconferencing Procedures set forth herein, such are intended to comply with Government Code sections 54953(b), (f), and (e), respectively, and, as such, in the event of a conflict between this Policy and such statutory provisions, the statutory provisions shall control and be implemented as if set forth in full in this Policy.



March 3, 2023

Wyatt Rovera  
Calaveras Public Utility District  
P.O. Box 666  
San Andreas, Ca. 95249

**QUOTE: CPU021623-1Q**  
**PHONE: 209-754-9442**  
**EMAIL ADDRESS: [wrovera@cpud.org](mailto:wrovera@cpud.org)**

Dear Wyatt:

ERS is pleased to submit it Turnkey Top off of 6 filters at the water treatment plant located in San Andreas, Ca

**Scope of Supply**

- Supply 380CF of anthracite and divide into 6 filters per customer breakdown.

**Clarifications:**

- Quote is based on working on 3 filters at the same time in the same trip.

*Price does not include bonding*

*Price does not include any valves, instruments, or controls*

*ERS will also repair or replace existing underdrains as needed, on a time and materials basis*

*Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D*



**Standard Provisions:**

1. Qualified manpower:
  - a. Onsite Supervisor/Environmental Technician/Hole Watch
  - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED
2. Equipment and PPE:
  - a. High-power industrial vacuum system
  - b. Ventilation fan for air circulation
  - c. Four gas monitors for pre-entry and continuous LEL testing
  - d. Air-purifying respirators (supplied air respirators available if required)
3. Safety Regulations:
  - a. Confined Space:
    - i. Tripod/winch for emergency evacuation
    - ii. Fall arrest harnesses with safety lanyards for all men
    - iii. Permit-required confined space entry permits as applicable
    - iv. Daily monitoring log
  - b. 2-Way radios for communication with in-tank personnel
  - c. Cellular phone as an emergency response tool
4. New media as follows:
  - a. 1.0-1.1 <1.5uc Anthracite

**PRICING: \$32,000.00**

**Quote Valid for 30 days**

**Our time and materials work is billed at \$246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.**

Please feel free to call me should you need further information or any clarification. My contact information is: phone - cell (510) 552-3285, office (510) 770-0202; email – nradonich@ersfilter.com

Sincerely,

Nik Radonich  
*Sales/Engineering Manager*



**RESOLUTION 2023-5**  
**RESOLUTION DECLARING SURPLUS PROPERTY**

**WHEREAS**, the Calaveras Public Utility District owns a 1994 CAT Backhoe, license number 035631 that is no longer in service; and

**WHEREAS**, the Board of Directors hereby finds that this backhoe has outlived its useful life or is surplus and no longer necessary, useful to, or in the best interest of the District to retain ownership; and

**WHEREAS**, the Board of Directors has determined that the District should dispose of the unused vehicle in accordance with state law.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of the Calaveras Public Utility District that the General Manager, or her designee, is hereby authorized to (i) cause the 1994 CAT Backhoe to be auctioned "as is" to the highest bidder (Minimum reserve set at \$12,000), or (ii) transferred to another agency, or (iii) discard, recycle, salvage or scrap the truck in the event no suitable bids are received at auction.

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 14<sup>th</sup> day of March 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
President, Calaveras Public Utility District

Attest:

\_\_\_\_\_  
Carissa Bear, Secretary/Clerk of the Board

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

\_\_\_\_\_  
Carissa Bear, Secretary/Clerk of the Board

\_\_\_\_\_  
Date

**CALAVERAS PUBLIC UTILITY DISTRICT  
RESOLUTION 2023-6**

**CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE**

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS  
INSURANCE AUTHORITY (“JPIA”)

**WHEREAS**, this district is a member of the JPIA; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA’s **Executive Committee**, three member districts must concur with the nominating district, and

**WHEREAS**, another JPIA member district, the **Calaveras County Water District** has requested that this district concur in its nomination of its member to the JPIA Board of Directors to the **Executive Committee** of the JPIA;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of the Calaveras Public Utility District that this district concur with the nomination of **Scott Ratterman** of the Calaveras County Water District to the **Executive Committee** of the JPIA.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

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 14<sup>th</sup> day of March 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
President, Calaveras Public Utility District

Attest:

\_\_\_\_\_  
Carissa Bear, Secretary/Clerk of the Board

**RESOLUTION NO. 2023-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING THE  
AMENDMENT TO EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

WHEREAS, on or about October 19, 2021, the District and General Manager executed an "Employment Agreement for General Manager" ("Employment Agreement"); and

WHEREAS, the Board of Directors conducted a performance evaluation of the General Manager, which concluded in February 2023; and,

WHEREAS, the Board of Directors and the General Manager wish to amend the General Manager's Employment Agreement as set forth in the Amendment to Employment Agreement for General Manager" (the "Amendment"); and,

WHEREAS, the Board of Directors of the Calaveras Public Utility District has determined that it is in the best interests of the District to adopt the attached Amendment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby accepts and approves the Amendment in substantially the form attached hereto, and hereby authorizes and directs the President of the Board to execute the Amendment on behalf CPUD.

The foregoing resolution was duly introduced and adopted by the Board of Directors of the Calaveras Public Utility District at their regular meeting on March 14, 2023 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Richard Blood  
President, Board of Directors

Attest:

\_\_\_\_\_  
Carissa Bear, Clerk of the Board/Secretary

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

\_\_\_\_\_  
Carissa Bear Clerk of the Board/Secretary

\_\_\_\_\_  
Date

## **AMENDMENT TO EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

This Amendment to Employment Agreement for General Manager (this “Amendment”) is entered into by and between the Calaveras Public Utility District (hereinafter referred to as "District"), a public utility district formed and existing under the laws of the State of California pursuant to section 15501 et seq. of the Public Utilities Code, and Travis Small (hereinafter referred to as "General Manager”).

### **RECITALS**

**WHEREAS**, on or about October 19, 2021, the District and General Manager executed an "Employment Agreement for General Manager", a true and correct copy of which is attached hereto as Exhibit A and incorporated by reference herein; and

**WHEREAS**, during a regularly scheduled meeting of the Board of Directors on March 14, 2023, the Board of Directors of the District in open session voted to amend the Employment Agreement for General Manager as set forth below.

Now, therefore, in consideration of the mutual promises set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the District and General Manager agree to the following Amendment to the Employment Agreement for General Manager:

1. Existing Section 4.5, Paid Leave is deleted in its entirety and replaced with the following:

Section 4.5 Paid Leave. Employee shall be entitled to accrue up to 20 working days of vacation leave annually. Employee shall otherwise accrue vacation and sick leave time as provided in the District’s Employee Handbook at an accrual rate of a 15 year District employee, with 2021 being the base year. Employee shall also be entitled to one day of paid time off per month as a “floating holiday” to be used at his discretion. For the calendar year January 1, 2023, Employee shall be granted 40 hours of vacation leave to be added to his vacation leave total as fully accrued, to be used at his discretion.

2. Except as otherwise modified herein, all other terms and conditions of the Employment Agreement for General Manager dated October 19, 2021 are unchanged and shall remain in full force and effect, and are incorporated herein.
3. Each party to this Amendment acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise or understanding not contained in this agreement shall be valid or binding on either party.

Executed on this 14<sup>th</sup> day of March, 2023 at San Andreas, California.

CALAVERAS PUBLIC UTILITY DISTRICT

By.....

Name: Richard Blood

Title: President

Attest:

By.....

Name: Carissa Bear

Title: Clerk of the Board/Secretary

Approved as to form:

By\_\_\_\_\_

Name: Adam Brown

Title: District General Counsel

GENERAL MANAGER

\_\_\_\_\_  
Travis Small

**CALAVERAS PUBLIC UTILITY DISTRICT  
Employment Agreement for General Manager**

Calaveras Public Utility District (hereinafter referred to as "District"), a California Public Utility District formed and existing under the laws of the State of California pursuant to section 15501 *et seq.* of the California Public Utilities Code, and Travis Small (hereinafter referred to as "Employee" or "General Manager"), in consideration of the mutual promises made herein below, enter into this Employment Agreement for General Manager (the "Agreement") as follows:

**Article I. Term of Employment**

Section 1.1 The District hereby employs Employee and Employee hereby accepts employment with the District for a period of sixty (60 months), commencing on December 1, 2021 and terminating on November 30, 2026. As used herein, the phrase "employment term" refers to the entire period of employment of Employee by the District hereunder, whether for the periods provided above, or whether terminated earlier as hereinafter provided or extended by mutual Agreement between the District and Employee as provided hereinbelow.

Section 1.2 This Agreement may be extended by mutual consent of the District and Employee for additional periods beyond the termination date of this Agreement provided, however, that any action by the District to extend or modify this Agreement must be in writing and signed by the District and Employee, and shall require the affirmative vote of not less than three members of the Board of Directors of the District, in open session, and such action shall be reflected in the minutes of such meeting.

Section 1.3 The effective date of this Agreement shall be October 19, 2021.

**Article II. Duties and Obligations of Employee**

Section 2.1 Employee shall serve as General Manager of the District and shall perform such duties and responsibilities specified under §15501 *et seq.* of the Public Utilities Code of the State of California and as specified in Exhibit A hereto ("Scope of Services"), as well as such duties and responsibilities set forth in existing and future resolutions of the Board of Directors of the District describing Employee's management authority and responsibilities, and establishing practices and procedures regarding District personnel, and such other duties as may be required from time to time by the Board of Directors of the District.

Section 2.2 Employee shall perform all services, acts or things necessary or advisable to manage and conduct the business of the District. Employee shall devote his productive time, ability and attention to the business of the District during the term of this Agreement. During the term of this Agreement, Employee shall not engage in any other businesses or pursuits, or accept or perform work of a nature that conflicts or competes in any way with the business or services of the District. Further, during the term of the Agreement, Employee shall not, whether directly or

indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the District's Board of Directors. However, the expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement.

Section 2.3 Employee shall have a standard 40 hour work week schedule. Notwithstanding the foregoing, and unless on vacation or defined leave, Employee shall be expected to be available to respond to District needs at all reasonable times. Nothing contained herein shall be construed to alter Employee's classification as an exempt employee.

### **Article III. Obligations of the District**

Section 3.1 The District shall provide Employee with the compensation, benefits and expense reimbursements as set forth below in this Agreement. District shall also provide Employee with a private office, staff support, office equipment, supplies and other facilities and services suitable to Employee's position and adequate for the performance of his duties as determined by the Board of Directors in its sole discretion.

Section 3.2 The District shall defend and indemnify Employee for all loss sustained by Employee in direct consequence of the lawful discharge of his duties on the District's behalf to the fullest extent permitted under California law. In addition, the District shall defend at the District's expense and with counsel of District's choosing any action, claim, or proceeding in which Employee is named and which alleges action on the part of Employee, or failures to act, within the scope of the above-referenced indemnity obligations even if such action, claim, or proceeding is ultimately proved groundless.

Section 3.3 The District shall conduct an annual performance evaluation of Employee in December of each year, commencing in December 2022, which shall be conducted by the Board of Directors in closed session. The performance evaluation will involve the District's assessment of the achievement of tasks and goals set forth by the Board of Directors at the commencement of the term of this Agreement.

### **Article IV. Compensation of Employee**

Section 4.1 Annual Salary. As compensation for the services to be performed hereunder, Employee shall receive an annual salary at a rate of \$135,000.00 per year, payable every two weeks, less all applicable deductions.

Employee shall be eligible for consideration for an increase in his annual salary effective January 1 of each year, which the Board may award if the Board determines, in its sole discretion, that Employee's performance during the previous calendar year has met or exceeded the Board's expectations. Said determination shall be made during Employee's annual performance evaluation during the regular Board of Directors meeting in December of the previous calendar year.

Section 4.2 Retirement Plan. Employee shall be entitled to participate in the District's retirement plan with CalPERS, subject to the requirements of the California Public Employees' Pension Reform Act ("PEPRA").

Section 4.3 Cell Phone. District shall provide Employee with a cell phone. Employee understands that by using his own cell phone for District purposes, he may be required to disclose data (such as text messages or emails) pursuant to a Public Records Act request or judicial process, which may include the disclosure of information, communications or data of a personal nature.

Section 4.4 Benefits. Employee shall be entitled to participate in medical and dental insurance on the same basis as offered to other full time District employees.

Section 4.5 Paid Leave. Employee shall be entitled to accrue up to 20 working days of vacation leave annually. Employee shall otherwise accrue vacation and sick leave time as provided in the District's Employee Handbook at an accrual rate of a 15 year District employee, with 2021 being the base year. Employee shall also be entitled to one day of paid time off per month as a "floating holiday" to be used at his discretion.

Section 4.6 Reimbursement. In accordance with adopted District policies, the District shall promptly reimburse Employee for all reasonable expenses incurred by Employee in connection with the business of the District. Each such expenditure shall be reimbursable only if Employee furnishes to the District adequate records and documentary evidence to substantiate the expenditure.

Section 4.7 Professional Education and Training. Subject to the prior approval of the Board of Directors, District shall budget and pay for the professional education, conferences, training, dues and subscriptions that are deemed necessary for Employee's professional growth and advancement or are in the best interests of the District.

Section 4.8 Transportation. Recognizing that Employee will be expected to travel locally in connection with the performance of his duties on behalf of the District, Employee shall be entitled to a vehicle allowance of up to \$300 per month. Employee shall also be entitled to use a vehicle owned by the District to conduct District business if he so chooses.

## **Article V. Termination of Employment**

Section 5.1 Employee shall serve at the pleasure of the Board of Directors of the District. The Board of Directors of the District shall have the right to terminate the employment of Employee with or without cause, at any time and for any reason, with or without notice. If the Board terminates this Agreement without cause, the District shall pay Employee six (6) months' salary as severance, less all applicable withholdings. If the District terminates Employee's employment for "cause" (as defined below), it may do so immediately without notice, and Employee shall not be entitled to any severance. Any decision by the District to terminate Employee's employment prior to the expiration of the term of this Agreement shall require the affirmative



vote of not less than three members of the Board of Directors of the District.

Section 5.2 Termination for Cause. The District reserves the right to terminate this Agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude as would prevent the effective performance of his duties. As used herein, the term "cause" shall involve any conduct or activity in which Employee:

- (a) Misappropriates any funds or property of District;
- (b) Attempts to obtain any personal profit from any transaction in which Employee has an interest which is adverse to the interests of District. The Board of Directors of District may waive this subparagraph (b) on a case- by-case basis, provided, however, that such waiver shall require the written authorization of the Board following a vote in open session;
- (c) Acts in bad faith and to the detriment of the District;
- (d) Refuses or fails to act in accordance with any legal requirement or specific direction or order of a majority of the Board of Directors, provided such direction is lawful;
- (e) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence;
- (f) Is involved in a crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting negatively on the District; rather the Board of Directors must only have a good faith belief based upon a good faith investigation);
- (g) Recklessly creates physical or emotional harm to any person; or
- (h) Breaches any material term or provision of this Agreement.

Section 5.3 In the event the District terminates this Agreement for cause as set forth in this section, the District shall, if demanded by Employee, give a written statement of the reasons alleged for his removal without prejudice to any other remedy to which the District may be entitled either at law, in equity, or under this Agreement.

Section 5.4 In the event the District terminates Employee for cause as set forth herein, the District's obligation under this Agreement to make any further payments to Employee shall cease and terminate on the effective date of Employee's termination.

Section 5.5 Termination Without Cause. In the event the District elects to terminate the employment of Employee without cause as defined herein, in accordance with Government Code Sections 53260 et seq., Employee shall be entitled to severance in an amount equal to six (6) months of Employee's then base monthly salary or an amount equal to Employee's base salary through the unexpired term of this Agreement, whichever is less.

Section 5.6 Termination by Employee. In the event Employee elects to terminate this Agreement prior to the expiration of its term, Employee shall continue to be paid his salary and benefits through the last day of employment. Employee shall provide the District a minimum thirty (30) days' written notice prior to his expected date of termination.

Section 5.7 Exercise of Rights By District. All rights of the District under this Agreement shall be vested in the Board of Directors of District and shall only be exercised by a vote of a majority (but not less than 3) of the entire Board.

## **Article VI. General Provisions**

Section 6.1 Arbitration. Employee and the District agree to arbitrate any and all disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, officers, directors, or employees, which arise from the employment relationship between Employee and District or the termination thereof. Claims include, but are not limited to: claims for breach of any term of this Agreement, claims of employment discrimination and harassment under Title VII of the Civil Rights Act, as amended; the California Fair Employment & Housing Act; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act; 42 U.S.C. section 1981; the Employment Retirement Income Security Act; the California Labor Code, including any claims brought by the Employee related to wages; breach of employment contract or the implied covenant of good faith and fair dealing; wrongful discharge; or tortious conduct (whether intentional or negligent) including defamation, misrepresentation, fraud, infliction of emotional distress, but excluding claims for workers' compensation benefits to remedy work-related injury or illness. Employee and District understand and agree that they are waiving their right to bring such claims to court, including the right to a jury trial.

The arbitration shall be conducted pursuant to California Code of Civil Procedure section 1282 et seq., as may be later amended. The arbitrator shall be appointed pursuant to Code of Civil Procedure section 1281.6, as may later be amended. The arbitration shall take place in Calaveras County, California, unless otherwise agreed to in writing by the District and Employee.

The arbitrator will issue a detailed written decision and award resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and

punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Employee and District agree that any relief or recovery to which they are entitled arising out of the employment relationship or cessation thereof shall be limited to that awarded by the arbitrator.

Nothing in this Agreement precludes Employee from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency. However, Employee understands and agrees that Employee cannot obtain any monetary relief or recovery from such a proceeding.

Employee and District agree to file any petition for arbitration within the time limit established by the applicable statute of limitations for the asserted claims or within one year of the conduct that forms the basis of the claim if no statutory limitation is applicable. Failure to file a petition for arbitration within the prescribed time period shall result in a waiver of said claims.

A court or other entity construing this Agreement should administer, modify, or interpret it to the extent and such manner as to render it enforceable. If, for any reason, this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, Employee and District agree to waive any right they may have to a jury trial with respect to any dispute or claim relating to employment, termination from employment, or any terms and conditions of employment with the District.

BY INITIALING BELOW, EMPLOYEE ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT, HE IS WAIVING ANY RIGHT TO A TRIAL BY JURY.

Employee Initials:     *B*    .

Section 6.2 Entire Agreement. This Agreement supersedes and replaces any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by the District, and contains all of the covenants and Agreements between the parties with respect to that employment and in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other Agreement, statement or promise or understanding not contained in this Agreement, shall be valid or binding on either party. Unless specifically addressed by this Agreement, the Employee shall be bound by the terms and conditions of the District's Employee Handbook in all respects, as such may be amended from time to time by the District's Board of Directors in its sole and exclusive discretion. In the event of any conflict between the terms of this Agreement and the District's Employee Handbook, this Agreement shall prevail.

Section 6.3 Modification. Any modification of this Agreement will be effective only if

it is in writing and signed by the party to be charged. No modification to this Agreement shall be valid unless said modification is approved by the affirmative vote of not less than three members of the Board of Directors of District in public session, which action shall be reflected in the minutes of such meeting approving the modification.

Section 6.4 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 6.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed as of this 19th day of October, 2021 in San Andreas, California.

**CALAVERAS PUBLIC UTILITY DISTRICT**

By   
Name: J.W. DELL'ORTO  
Title: PRESIDENT

Attest:

By   
Name: CARISSA BEAR  
Title: CLERK OF THE BOARD/SECRETARY

**EMPLOYEE**

  
TRAVIS SMALL

## EXHIBIT A

### Scope of Services

General Manager shall provide such services to the District as contemplated under the California Public Utilities Code § 15501 *et seq.* General Manager shall manage District operations to provide customers with a safe and reliable water supply; provide professional and technical staff support and assistance to the Board; coordinate all District activities with Federal, State, County, local and private agencies. Such services shall also include such other services as may be authorized or requested by the District's Board of Directors. Examples of the services to be provided by General Manager include the following:

- Plans, directs and coordinates services, activities and operations of all facilities, equipment and projects;
- Manages the selection, training, and supervision of entire staff;
- Coordinates District activities with all regulatory agencies; ensures compliance with all state, local, and federal laws;
- Prepares, evaluates, and implements District budget; develops short and long term financial strategies; prepares Capital Improvement Program;
- Provides legislative direction/advice to Board; works with Board in developing District priorities;
- Implements Board policies and directives and communicates them to the public;
- Serves as the principal spokesperson for the District; represents District at public and professional functions; oversees public information and public education program, and coordinates media relations;
- Monitors District infrastructure and rehabilitation; ensures District records are maintained;
- Develops, implements, and monitors programs/projects for District newsletter, customer services surveys, benchmarking studies, and disaster recovery; and
- Works with staff to resolve customer complaints.

# Monthly Maintenance Report

## FEBRUARY 2023

LOCATION	DESCRIPTION OF WORK	STATUS
<b>Jeff Davis WTP</b>	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP compliance Items	Complete
	Treated Water = 16,033,233 Gallons	Complete
	Sold Water = 11,327,242 Gallons	Complete
	11' Below Spill	Ongoing
<b>Warehouse Shop</b>	Routine Operation's	Ongoing
<b>South Fork Pump Station</b>	Weekly routine checks	Complete
	Raw Water Pumped = 115 Acre Feet	Ongoing
	2" over Spill- one pump running	Ongoing
<b>Schaads Reservoir</b>	Weekly checks	Complete
	Schaads Metered Acc. 938,500 gallons.	Ongoing
	Both Hydro units running	Ongoing
	2" over Spill	Ongoing
	Large Hydro Unit Belt Replacement (Mar-Tech)	Complete
<b>Glencoe Pump Station</b>	Weekly checks - routine monitoring	Complete
<b>Ponderosa PRV Hydro</b>	Weekly checks - routine monitoring	Complete
<b>MCV PRV Hydro</b>	Weekly checks - routine monitoring	Complete
<b>Garamendi's PRV Hydro</b>	Weekly checks - routine monitoring	Complete
<b>San Andreas Distribution</b>	Routine operations, sampling	Complete
	Dead End Line Flushing	Ongoing
	Fire Hydrant Replacement (pope street)	Complete
<b>Moke Hill Distribution</b>	Routine operations, sampling	Complete
	Hydrant Flow Testing	Complete
<b>Glencoe Distribution</b>	Routine operations	Complete
<b>Paloma Distribution</b>	Routine operations, sampling	Complete
<b>Rail Road Flat Distribution</b>	Routine operations, sampling	Complete
<b>Red Hawk Res.</b>	Routine operations	Complete
<b>Safety/Training</b>	Routine Safety Talks	Ongoing
<b>Spray Program</b>	Spring application bare ground/roads Pre-emergent	Ongoing
<b>Vehicle Maintenance</b>	2020 F-250 Tires (A1 Auto)	Complete
<b>Other</b>	Annual Fire Extinguisher Testing	Complete
	41 USA tags completed	Complete
	37 Customer service/work orders	Complete
	Monthly meter reading	Complete
	Complaints- 1 Pressure/ 0 odor/ 1 Color	Complete
	Quarterly Water Tank Inspections	Complete