

## Regular Meeting of the Board of Directors

9751 Merced Falls Road  
August 21<sup>st</sup>, 2017 at 1:00 p.m.

**Mission Statement:** *The Lake Don Pedro CSD is dedicated to providing our customers with ample quantities of high quality water meeting all standards, in a fiscally responsible manner.*

### AGENDA

**1. CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:

**2. PUBLIC COMMENT:**

Any person may address the Board at this time on any matter within the jurisdiction of the Board that is NOT ON THE AGENDA. A maximum of three minutes is allowed each person and a maximum of 20 minutes per topic. Any person wishing to address the Board on an item ON THE AGENDA will be given the opportunity at that time. Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District matters, as no action will be taken on non-agenda issues.

**3. PRESENTATION ONLY:**

- a. Presiding Officer's Report
- b. General Manager's Report: Peter J. Kampa
  - 1) Status update report on the Regional Water Use Efficiency Program including introduction of the customer rebate program
  - 2) Status update on District staffing and recruitment of the Operations Manager position
  - 3) Report on the impact of new public contracting laws on completion of district projects

**4. APPROVAL OF CONSENT AGENDA: The following items may all be approved in one motion or considered separately as determined appropriate by the President**

- a. Read and file the July 2017 Treasurer's Report
- b. Approval of the Minutes of the Regular Board Meeting July 17th, 2017

**5. DISCUSSION AND ACTION ITEMS**

- a. **PUBLIC HEARING** – The Board will conduct a hearing to receive public input regarding adoption of the Final Budget  
  
Adoption of a Resolution approving the 2017/18 Fiscal Year Budget effective July 1, 2017 through June 30, 2018
- b. Adoption of a resolution approving a Plan Check and Inspection Agreement for the water system improvements to serve the Dollar General store planned for construction on Las Palmas Way at Hwy 132 - CD DG La Grange, LLC
- c. Adoption of a resolution approving a Plan Check and Inspection Agreement for the water system improvements to serve the Lake Don Pedro Storage, planned for construction on 14444 Las Palmas Way – Donald Clanton, Sole Proprietor
- d. Discussion and action regarding the condition of the District's Lake McClure pumping facilities, improvement needs, timing, budget appropriations and related actions

- e. Approval to proceed with bidding of the Water Service Line Replacement Project, funded by the Department of Water Resources, IRWMP grant program
- f. Discussion and action regarding the installation of additional security measures at the District office and water treatment plant

**6. ADJOURNMENT:**

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

- A paper copy viewed at the District office, 9751 Merced Falls Rd., La Grange, CA 95329 during business hours or mailed pursuant to a written request and payment of associated mailing fees
- An electronic copy received by email. Note - a form requesting email delivery of agendas and/or meeting materials must be completed a minimum of one week in advance of the meeting
- Viewed on the Board page of the District's website
- A limited number of copies of agenda materials will also be available at the meeting

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the LDPCSD Board Secretary at (209) 852-2251 Ext. 2.

Advance notification will enable the District to make reasonable arrangements to insure accessibility.



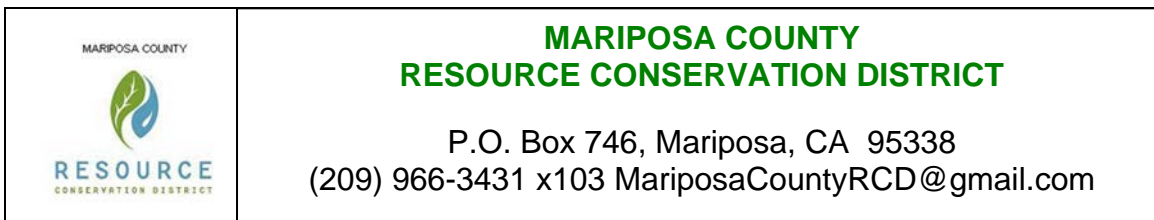
**Lake Don Pedro Community Services District**  
**General Manager's Report**  
**August 21, 2017**

A verbal update report will be provided at the meeting, as well as any additional available handouts.

Attached hereto are copies of several documents to be distributed as part of the DWR grant funded Water Use Efficiency Project. Discussion will be held on this time at the meeting.

MID OUTSIDE PLACE OF USE METERED PROPERTIES  
2017

Account #	Customer	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
1 5004	DOSCHER	0	0	0	0	0	0	0	0					
2 5009	DOSCHER (BOAT STOR)	4	6	4	6	4	8	6	7					
3 5057	COBARRUBIA	5	320	11	7	10	4	26	3					
4 5188	PARSONS	0	0	0	0	0	2	0	0					
5 100771	HILLS	X	X	X	X	X	X	X	X					
6 102094	CARPENTER / ERICKSON	4	4	4	5	3	18	24	17					
7 5444	ELEM. SCHOOL	26	33	4	73	26	49	81	80					
8 5470	SHEPHERD / NICHLOS	15	20	18	17	16	17	13	73					
9 5477	(AT&T)	1	0	1	1	0	1	0	1					
10 5481	C.D.F.	7	3	8	8	8	12	19	16					
11 101328	HALL	6	5	5	7	6	17	20	41					
12 5695	OLIVER	5	7	4	10	10	19	9	17					
13 101662	ROSEMIRE	12	11	10	12	9	48	39	44					
14 5754	ARTMAN	4	5	4	7	5	13	17	25					
15 5908	CLARK	1	0	1	3	0	2	3	3					
16 5910	DANIELSEN	4	4	3	6	4	9	11	11					
17 5927	PAEELSKIN	6	6	5	8	6	8	6	8					
18 100237	HENDERSON	11	11	11	12	13	18	24	26					
19 5980	LAWSON	5	5	4	7	5	27	51	64					
20 101770	LAWSON (RENTAL)	4	4	7	3	2	2	1	4					
21 101815	BOWDEN	13	16	10	8	8	54	23	83					
22 6026	PONZO	0	0	0	0	0	0	0	0					
23 101143	MARTIN	X	X	X	X	X	X	X	X					
24 101333	KELLER	0	0	0	0	0	0	0	0					
25 102085	DUMAS / NAUMANN	7	8	8	9	9	11	15	10					
26 6238	ROSS	5	5	4	4	3	4	7	5					
27 6245	ROSS	5	0	3	11	5	28	44	52					
28 100687	Bozsk / WHITE	15	13	12	15	17	23	35	36					
29 101072	*KENNER	15	9	12	11	12	13	11	0					
30 6259	*STONE	5	3	3	5	4	9	15	60					
31 100872	BURLARLEY	12	10	9	11	12	15	13	13					
32 100181	RAYHER	13	12	11	14	11	24	22	20					
33 101248	WALKER	101	0	0	0	136	41	12	0					
34 101803	KELLER	0	0	0	0	0	0	0	0					
100473	D P WASTE WTR	3	23	43	19	45	23	42	21					
35	TOTAL	314	543	219	0	389	519	589	740	0	0	0	0	0
	TOTAL UNITS (CCF)													
ACRE FEET	TOTAL ACRE FEET	0.721	1.247	0.503	0.000	0.893	1.191	1.352	1.699	0.000	0.000	0.000	0.000	0.000



Contact: Melinda Barrett (559) 580-0944

## **Countywide Water Efficiency Rebates are Here!**

*Lake Don Pedro CSD Customers and all Mariposa County Residents  
Eligible for Rebates on Water Saving Devices*

August 15, 2017 (Mariposa) - The Mariposa County Resource Conservation District (MCRCD) has launched a new rebate program that offers cash rebates for the purchase and installation of specific water-efficient products. Funded by a Department of Water Resource grant to the Lake Don Pedro Community Services District, these rebates are administered by the MCRCD are open to customers of LDPCSD in Mariposa and Tuolumne County, as well as all residents in Mariposa County whether they are a water company customer or rely on their own drinking water well.

"We're hopeful that the timing of this new rebate will assist residents whose homes were damaged in the Detwiler Fire. If flooring needs to be replaced, or other repairs made, it would be a good opportunity to install new, water-efficient toilets and appliances. Residents will save both water and money," said David Mecchi, President of the MCRCD Board of Directors.

In order to participate, residents must purchase products on the approved lists, fill out an application, and mail it in to the MCRCD with the **original** receipt. And, because the state's drought declaration occurred in January 2014 and many people purchased water efficient products during the drought years, we are able to make the grant program retroactive for any approved products purchased after February 1, 2014 if an **original** receipt is provided.

The rebates cover the following items:

Smart sprinkler controller - \$200

High-efficiency clothes washer - \$200

High-efficiency toilet - \$200

High-efficiency dishwasher - \$200

Rain barrel (limit 4) - \$50

Cistern - \$250

\*Native Plants (limit 10) - \$10

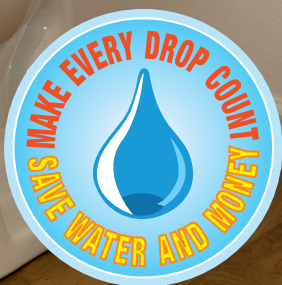
Program funding is limited and applications will be processed on a first-come, first served basis while funds are available. Please call the MCRCD message line at (209)742-2552 to reserve your rebate. Leave your name, address, phone number and email, and how many rebates for each product you intend to apply for. Purchase your product or find your original receipt if you have already purchased and installed an eligible item, then fill out the application form on our website or in the brochure. Attach the original, dated receipt and mail it to the Mariposa County Resource Conservation District to process. Once approved, you will receive your rebate check in the mail within 4 to 6 weeks. We can return original receipts once the program has ended if applicants request it.

Look for more information about the rebates and lists of eligible products on the Mariposa County RCD website: <http://www.mcrcd.net>.

***The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resources conservation issues. We provide technical, financial and educational resources to meet the needs of the local land users.***

Mariposa County  
Resource Conservation District  
is offering

# HIGH-EFFICIENCY TOILET REBATES



How are these new toilets better than what I have?

Typical toilets installed prior to 1992 use between 3.5 to 7 gallons per flush. If your toilet is that old, you can cut your water use significantly by taking advantage of rebates on any of the ultra-low-flush 1.1 gallon models on our eligible product list. Chances are your home currently has toilets that use 1.6 gallons per flush, thanks to more than a decade of significant water agency rebates and a 1992 state law that prohibits sale of toilets that use more. Choose any of the models listed and you'll be saving water with every flush.

Log on to **mcr**cd.net to find a list of high-efficiency toilets that qualify for the \$200 rebate.

Do they work as well as the old models?

Yes. Premium High-efficiency Toilets use 20% less water than the standard and flush the same amount of waste just as effectively, if not more so. Today's new toilets perform better with less water per flush, because of innovations such as pressure-assisted flushing and the new dual-flush concept. These technologies cut water use to 1.1 gallons, and are more durable and reliable than traditional ball and flapper models.

How much do they cost?

High efficiency toilets cost from \$200 to \$1,000. The rebate amount can not exceed the actual purchase price.

Where can I buy one?

There are many high-efficiency and dual-flush models available for sale at home improvement stores and plumbing supply stores throughout the state.

Water-saving Product Rebate Application

Please call us at (209)966-3431 x108 to reserve your rebate. Leave your name, address and how many rebates for each product you intend to apply for. Purchase your product, then fill out this form. Attach your original receipt and mail it to the Mariposa County Resource Conservation District to process. You will receive your rebate check in the mail within 4 to 6 weeks.

For additional rebate instructions and information, please visit **mcr**cd.net

Rebate Form

NAME

TELEPHONE

(NUMBER AND STREET)

(CITY) (STATE) (ZIP)

PRIVATE WELL

WATER DISTRICT CUSTOMER

NAME OF WATER DISTRICT AND CUSTOMER NUMBER

REBATE TYPE (PLEASE CHECK)

- ☐ SMART SPRINKLER CONTROLLER
- ☐ MOISTURE SENSOR
- ☐ HIGH-EFFICIENCY CLOTHES WASHER
- ☐ HIGH-EFFICIENCY TOILET
- ☐ HIGH-EFFICIENCY DISHWASHER
- ☐ RAIN BARREL (LIMIT 4)
- ☐ CISTERN
- ☐ \*NATIVE PLANTS (LIMIT 10)

MANUFACTURER OF PRODUCT

MODEL NUMBER

NUMBER OF UNITS

DATE PURCHASED

DATE OF INSTALLATION

APPLICANT SIGNATURE

\*For a native plant rebate, send in your receipt with names of plants listed and photos of the plants planted in the ground in your yard.

**TIP: Install a high-efficiency toilet and save up to 450 gallons of water per month.**



## **GET \$200 FOR INSTALLING A HIGH-EFFICIENCY TOILETS!**

All residents of Mariposa County are eligible for **\$10 to \$250 rebates** on water efficient products for indoor and outdoor use.

Visit **mcrkd.net** for more information and lists of items eligible for rebates:

- Smart sprinkler controller
- Moisture sensor
- High-efficiency clothes washer
- High-efficiency toilet
- High-efficiency dishwasher
- Rain barrel (limit 4)
- Cistern
- Native Plants (limit 10)

Complete the application, attach original receipts and photos of native plants after planting, and mail to:

**Mariposa County Resource Conservation District**  
**Attn: Water Use Efficiency Rebates**  
**PO Box 746**  
**Mariposa, CA 95338**





# WATER USE EFFICIENCY REBATE PROGRAM

**The Mariposa County Resource Conservation District (MCRCD) is offering rebates to all residents of Mariposa County and all customers of the Lake Don Pedro Community Services District (LDPCSD) in Mariposa County and Tuolumne County for a variety of water-saving devices.**

Mariposa County residents and LDPCSD customers can apply for water-saving device rebates using the application below. Use the links below to view eligible product lists for rebate items. The program is retroactive to items purchased after February 1, 2014. So if you've done the right thing to conserve water and you kept your receipt for an item on our eligible product lists, please send it in without delay!

Program funding is limited and applications will be processed on a first-come, first served basis while funding is available. You may reserve your rebate by calling the number below and leaving a message with the number and type of items you plan to purchase. If we do not receive your application within 30 days of your reservation request, we will cancel the reservation but you may reapply.

The original, dated receipt must be provided with the application. Duplicate receipts will NOT be accepted. If you are applying for the native plant rebate, we will need both an original receipt with the names of the plants listed and a photograph of each plant installed in your garden or yard.

## Rebates Available:

- High Efficiency Clothes Washers- \$200
- High Efficiency Toilets - \$200
- High Efficiency Dishwashers - \$200
- Smart Irrigation Controllers -\$200
- Rain Barrels - \$50 (limit 4)
- Cisterns - \$250 -\$350
- California Native Plants - \$10 (limit 10)

## REBATE BROCHURES



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**



**Cistern  
Rebate  
Info**

# Rebate Form

NAME

TELEPHONE

(NUMBER AND STREET)

(CITY)

(STATE) (ZIP)

PRIVATE WELL

WATER DISTRICT CUSTOMER

NAME OF WATER DISTRICT AND CUSTOMER NUMBER

MANUFACTURER OF PRODUCT

MODEL NUMBER

NUMBER OF UNITS

DATE PURCHASED

DATE OF INSTALLATION

APPLICANT SIGNATURE

REBATE TYPE (PLEASE CHECK)

- ☐ SMART SPRINKLER CONTROLLER
- ☐ HIGH-EFFICIENCY CLOTHES WASHER
- ☐ HIGH-EFFICIENCY TOILET
- ☐ HIGH-EFFICIENCY DISHWASHER
- ☐ RAIN BARREL (LIMIT 4)
- ☐ CISTERN
- ☐ \*NATIVE PLANTS (LIMIT 10)



**RESOURCE**  
CONSERVATION DISTRICTS

# **LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**

## **Treasurer's Report**

**Reporting Period: July 2017**

**The district ended the month of July 2017 with the following balances in our accounts:**

**\* All bank accounts verified against bank statements**

**Restricted:**

Investment - LAIF	\$ 164,111	
Total Restricted:		<u>\$ 164,111</u>

**Unrestricted:**

Checking	\$ 108,494	
Money Market - Working Capital	\$ 395,920	
Petty Cash	\$ 125	
Total Unrestricted:		<u>\$ 504,539</u>

Total Restricted & Unrestricted:		<u>\$ 668,650</u>
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**The district ended July 2017 with the following amounts affecting our financial status:**

	Jul-2017	Year to Date
Sales & Business Revenue:	\$ 142,172	\$ 142,172
Total Operating Expenses:	\$ (88,320)	\$ (88,320)
Non-Operating Income/Expense:	\$ (7,899)	\$ (7,899)
Water Drought Income/Expense:	\$ (3,862)	\$ (3,862)
Change in Net Assets (P&L):	\$ 42,091	\$ 42,091
Net Cash Flow:	\$ (104,504)	\$ (104,504)

**Accounts Receivable:**

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water IRWMP Reimb
Current	\$ 29,869	\$ 187,128	\$ 138	\$ 120,842	\$ -
> 30 Days	\$ 65	\$ -	\$ -	\$ -	\$ -
> 60 Days	\$ 7,059	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 1,919	\$ -	\$ -	\$ -	\$ -
> 120 Days	\$ 2,323	\$ -	\$ 5,241	\$ -	\$ -
Credits	\$ (12,767)				
Total	\$ 28,468	\$ 187,128	\$ 5,379	\$ 120,842	\$ -
Total Combined	\$ 336,438		\$ 5,379		\$ -
G/L Balance	\$ 336,438		\$ 5,379		\$ -
Difference	\$ -		\$ -		\$ -

\* Amount of availability payments received: \$0

\* Amount of availability payments outstanding: \$187,128

**Accounts Payables:**

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 23,918	\$ -	\$ 7,945
> 30 Days	\$ -	\$ -	\$ -
> 60 Days	\$ -	\$ -	\$ -
> 90 Days	\$ -	\$ -	\$ -
Credits	\$ -	\$ -	\$ -
Total	\$ 23,918	\$ -	\$ 7,945
G/L Balance	\$ 23,918	\$ -	\$ 7,945
Difference	\$0	\$0	\$0

**“ I certify that the District investments have been made in accordance with the Investment Policy. I further certify that the District has adequate revenue to cover its operating expenses for the next six months, in accordance with California Government Code Sections 53646 (b) (2) and (3) respectively”.**

*Peter J. Kampa*

General Manager

August 21, 2017

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Name

Title

Date

**Statement of Revenues and Expenses (P&L)**  
**July 2017 & Year-To-Date Versus 6/30/18 Adopted Preliminary Budget**

		Jul-17	July vs Budget %	2017-2018 YTD	YTD vs Budget %	2017-2018 Adopted Preliminary Budget	Remaining Budget
<b>Revenue</b>							
01-0-3010-301	Meter Reconnection Fee	-	#DIV/0!	-	#DIV/0!	-	-
01-0-3010-302	Donated Capital - Meters Curre	5,000	#DIV/0!	5,000	#DIV/0!	-	(5,000)
01-0-4010-400	Water Sales Residential	42,048	15.84%	42,048	15.84%	265,457	223,410
01-0-4010-402	Water Availability Revenue	15,594	8.32%	15,594	8.32%	187,443	171,849
01-0-4010-403	Water Service Charges	79,244	8.36%	79,244	8.36%	947,359	868,115
01-0-4020-410	Interest Income - LAIF	377	29.67%	377	29.67%	1,271	894
01-0-4020-413	Int Inc Penalties - Customer	1,938	8.15%	1,938	8.15%	23,781	21,843
01-0-4020-414	Transfer Fee Income	950	14.64%	950	14.64%	6,489	5,539
01-0-4020-415	Other Income	585	17.61%	585	17.61%	3,319	2,735
01-0-4020-416	Meter Set Fee	500	6.11%	500	6.11%	8,190	7,690
01-0-4020-417	Interest Income Guaranty Fed	-	0.00%	-	0.00%	11	11
01-0-4020-901	Hydrant Rental	-	0.00%	-	0.00%	101	101
01-0-4020-902	Hydrant Consumption	-	0.00%	-	0.00%	62	62
01-0-4020-999	Avail Fee Income	3,837	209.64%	3,837	209.64%	1,830	(2,007)
01-0-4040-100	Lease Fee	3,900	18.06%	3,900	18.06%	21,600	17,700
01-0-4050-575	Office Fire Reimbursement	-	0.00%	-	0.00%	32,000	32,000
TBD	Connection/Capacity Fees					30,000	
TBD	Transfer From Reserve					-	
<b>TOTAL REVENUE</b>		<b>153,972</b>	<b>10.07%</b>	<b>153,972</b>	<b>10.07%</b>	<b>1,528,914</b>	<b>1,374,942</b>
<b>Expenses</b>							
01-1-5010-100	Regular Pay - Plant	6,198	4.17%	6,198	4.17%	148,660	142,462
01-1-5010-101	Overtime Pay	1,198	7.97%	1,198	7.97%	15,040	13,842
01-1-5010-102	Sick Pay	266	4.80%	266	4.80%	5,543	5,277
01-1-5010-104	Vacation Pay	391	5.21%	391	5.21%	7,498	7,107
01-1-5010-105	Holiday Pay	-	0.00%	-	0.00%	6,568	6,568
01-1-5010-200	PERS	645	6.68%	645	6.68%	9,665	9,020
01-1-5010-201	FICA/Medicare	629	4.71%	629	4.71%	13,367	12,738
01-1-5010-202	SUI	-	0.00%	-	0.00%	1,810	1,810
01-1-5010-203	Health Insurance	3,450	7.28%	3,450	7.28%	47,419	43,969
01-1-5010-204	Workers Compensation	484	9.03%	484	9.03%	5,364	4,880
01-1-5010-206	Dental Insurance	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5010-207	Vision Care	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	1,000	1,000
01-1-5020-501	Lease Of Equipment	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5020-510	Repair & Maintenance - Plant	325	1.81%	325	1.81%	18,000	17,675
01-1-5020-511	Repair & Maintenance - Vehicle	553	4.46%	553	4.46%	12,404	11,851
01-1-5020-512	Repair & Maintenance - Distribution	4,831	12.58%	4,831	12.58%	38,397	33,566
01-1-5020-515	R&M Transmission - Intake	-	0.00%	-	0.00%	23,030	23,030
01-1-5020-520	Small Tools & Equipment	518	25.91%	518	25.91%	2,000	1,482
01-1-5020-522	Gas, Oil & Lubricant - Plant	1,613	14.96%	1,613	14.96%	10,784	9,171
01-1-5020-524	Health & Safety	22	0.37%	22	0.37%	5,852	5,830
01-1-5020-529	Telephone - T & D	540	8.17%	540	8.17%	6,606	6,066
01-1-5020-544	Water Testing Fees	1,400	7.37%	1,400	7.37%	18,999	17,599
01-1-5020-545	Water System Fees	-	0.00%	-	0.00%	4,903	4,903
01-1-5020-548	Water Testing Materials	-	0.00%	-	0.00%	2,000	2,000
01-1-5021-521	Water Treatment Chemicals	6,196	11.67%	6,196	11.67%	53,106	46,910
01-1-5021-524	P G & E Power - Office	291	9.17%	291	9.17%	3,175	2,884
01-1-5021-525	P G & E Power - Intake	7,217	9.74%	7,217	9.74%	74,073	66,856
01-1-5021-526	P G & E Power - Well	22	0.74%	22	0.74%	3,000	2,978
01-1-5021-527	P G & E Power - Water Treatment	3,224	11.80%	3,224	11.80%	27,317	24,093
01-1-5021-528	P G & E Power - Distribution	3,755	14.81%	3,755	14.81%	25,360	21,605
01-1-5021-529	P G & E Power - Well 2	1,887	62.90%	1,887	62.90%	3,000	1,113
01-1-5021-530	P G & E Power - Medina	39	1.29%	39	1.29%	3,000	2,961
01-1-5021-532	P G & E Power - Well 5/6	39	1.29%	39	1.29%	3,000	2,961
01-1-5021-561	Purchased Water Actual-mid-p	8,545	13.71%	8,545	13.71%	62,332	53,787
01-1-5023-533	Outside Services	127	1.79%	127	1.79%	7,065	6,938
01-1-5023-535	Fire Protection/Weed Control	-	0.00%	-	0.00%	2,500	2,500
01-1-5023-537	Pest Control	32	7.94%	32	7.94%	403	371
01-1-5023-538	Engineering Services	-	0.00%	-	0.00%	24,561	24,561

		Jul-17	July vs Budget %	2017-2018 YTD	YTD vs Budget %	2017-2018 Adopted Preliminary Budget	Remaining Budget
01-1-5023-539	Employee Education	120	10.54%	120	10.54%	1,134	1,014
01-1-5024-540	Memberships	264	63.94%	264	63.94%	413	149
01-1-5024-542	Publications	-	0.00%	-	0.00%	57	57
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	-	0.00%	616	616
01-1-5032-583	Depreciation Expense	13,842	8.10%	13,842	8.10%	170,855	157,013
01-2-6010-100	Regular Pay - Administration	7,441	9.17%	7,441	9.17%	81,147	73,706
01-2-6010-101	Overtime Pay	753	20.38%	753	20.38%	3,692	2,939
01-2-6010-102	Sick Pay	2,089	35.60%	2,089	35.60%	5,867	3,778
01-2-6010-104	Vacation Pay	1,306	20.42%	1,306	20.42%	6,394	5,089
01-2-6010-105	Holiday Pay	-	0.00%	-	0.00%	4,263	4,263
01-2-6010-200	PERS	564	9.73%	564	9.73%	5,797	5,233
01-2-6010-201	FICA/Medicare	646	8.23%	646	8.23%	7,851	7,205
01-2-6010-202	SUI	30	2.46%	30	2.46%	1,218	1,188
01-2-6010-203	Health Insurance	1,853	8.38%	1,853	8.38%	22,106	20,253
01-2-6010-204	Workers Compensation	48	9.02%	48	9.02%	531	483
01-2-6010-206	Dental Insurance	-	0.00%	-	0.00%	2,007	2,007
01-2-6010-207	Vision Care	-	#DIV/0!	-	#DIV/0!	-	-
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	1,200	1,200
01-2-6020-512	Propane	-	0.00%	-	0.00%	703	703
01-2-6020-515	Customer Billing Supplies	929	50.15%	929	50.15%	1,852	923
01-2-6020-529	Telephone - Admin	304	7.85%	304	7.85%	3,868	3,564
01-2-6020-530	Office Supplies	124	4.77%	124	4.77%	2,595	2,471
01-2-6020-531	Postage	1,165	16.30%	1,165	16.30%	7,147	5,982
01-2-6023-531	Computer IT	3,229	10.29%	3,229	10.29%	31,390	28,161
01-2-6023-533	Outside Services	8,751	7.90%	8,751	7.90%	110,734	101,983
01-2-6023-535	Office Cleaning Serv	140	7.72%	140	7.72%	1,814	1,674
01-2-6023-536	Legal Services	-	0.00%	-	0.00%	6,702	6,702
01-2-6023-537	Audit Services	-	0.00%	-	0.00%	8,820	8,820
01-2-6023-539	Employee Education	-	0.00%	-	0.00%	1,237	1,237
01-2-6024-540	Memberships	200	3.17%	200	3.17%	6,310	6,110
01-2-6024-542	Publications	535	38.62%	535	38.62%	1,386	850
01-2-6024-547	County Fees	-	0.00%	-	0.00%	638	638
01-2-6024-999	County Avail Fee	-	0.00%	-	0.00%	1,840	1,840
01-3-6025-100	Regular Pay	400	6.35%	400	6.35%	6,300	5,900
01-3-6025-201	FICA/Medicare	31	6.36%	31	6.36%	482	451
01-3-6025-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	2,000	2,000
01-9-6030-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	1,600	1,600
01-9-6030-569	Credit Card Service Charges	481	8.98%	481	8.98%	5,357	4,876
01-9-6030-572	Business Insurance Expense	2,482	6.12%	2,482	6.12%	40,529	38,046
01-9-6030-576	Misc Other Expense	22	7.05%	22	7.05%	309	287
01-9-6030-577	Retired Employee Health	2,138	8.53%	2,138	8.53%	25,063	22,924
01-9-6030-580	Retired EE Benefit Expense	-	0.00%	-	0.00%	148,142	148,142
01-9-6031-580	Interest Long Term Debt	3,680	7.59%	3,680	7.59%	48,505	44,825
01-9-6032-583	Depreciation Expense	18	0.71%	18	0.71%	2,500	2,482
01-9-6035-575	Office Fire Recovery	-	#DIV/0!	-	#DIV/0!	-	-
<b>TOTAL EXPENSES</b>		<b>108,020</b>	<b>7.30%</b>	<b>108,020</b>	<b>7.30%</b>	<b>1,479,766</b>	<b>1,371,746</b>
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>							
01-1-5020-535	Water Supply Emergency 2014	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-584	Well 2	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-585	Medina Well	-	0.00%	-	0.00%	50,000	50,000
01-9-6030-586	Well 3/4	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-587	Well 5	128	0.26%	128	0.26%	50,000	49,873
01-9-6030-588	Well 6	-	#DIV/0!	-	#DIV/0!	-	-
01-0-1090-315	Intake Booster #2 Installation	111,836	149.11%	111,836	149.11%	75,000	(36,836)
01-0-1090-314	CIP-Barge Renovation	-	0.00%	-	0.00%	30,000	30,000
TBD	Springbrook Update	-	0.00%	-	0.00%	30,000	30,000
01-0-1090-305	Ranchito Well #1 Renovation	-	0.00%	-	0.00%	10,000	10,000
01-9-6030-591	IRWMP Service Lines	350	0.06%	350	0.06%	605,249	604,899
01-9-6030-592	IRWMP Administrative Expenses	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-593	IRWMP Water Use Efficiency	3,384	2.06%	3,384	2.06%	164,635	161,251
<b>TOTAL CIP IN PROGRESS</b>		<b>115,698</b>	<b>11.40%</b>	<b>115,698</b>	<b>11.40%</b>	<b>1,014,884</b>	<b>899,187</b>

		Jul-17	July vs Budget %	2017-2018 YTD	YTD vs Budget %	2017-2018 Adopted Preliminary Budget	Remaining Budget
<b>CARRYOVER PROJECT (GRANT) REVENUE</b>							
TBD	USDA Grant					100,000	
TBD	DWR Grant					86,520	
01-0-4020-425	IRWMP Service Line Replacement	-	0.00%	-	0.00%	574,987	574,987
01-0-4020-427	IRWMP Regional Water Use Efficiency		0.00%		0.00%	156,403	156,403
01-0-4020-426	IRWMP Grant Administration	-	0.00%	-	0.00%	20,000	20,000
<b>TOTAL CARRYOVER PROJECT REVENUE</b>		-	0.00%	-	0.00%	<b>937,910</b>	<b>937,910</b>
<b>NEW CAPITAL PURCHASES / IMPROVEMENTS</b>							
TBD	Replacement Truck (2003 Chevy)		0.00%		0.00%	32,000	32,000
TBD	Replacement Truck (2005 Chevy)		0.00%		0.00%	40,000	40,000
TBD	Effluent Meter Replacement (Plant)		0.00%		0.00%	40,000	40,000
TBD	Replacement Flocculator Gear Drives		0.00%		0.00%	12,000	12,000
TBD	Horniga Water Line Replacement		0.00%		0.00%	60,000	60,000
TBD	Portable Generator		0.00%		0.00%	6,000	6,000
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>		-	0.00%	-	0.00%	<b>190,000</b>	<b>190,000</b>
<b>PROJECT PLANNING, DESIGN AND STUDIES</b>							
TBD	CIP Development					40000	40,000
TBD	Connection Fee Study					15000	15,000
TBD	Grant Application Services					30000	30,000
TBD	District Map Digitizing and Updates					15000	15,000
<b>TOTAL PLANNING, DESIGN AND STUDIES</b>		-	0.00%	-	0.00%	<b>100,000</b>	<b>100,000</b>



**LDPCSD Financials****Statement of Net Assets (Balance Sheet)****Asset :****for the month ending July 2017**

Cash and investments	\$	668,650
Restricted cash	\$	-
Accts Receivable net of res	\$	175,289
Water Drought Receivable	\$	-
Inventory	\$	69,931
Prpd expense & deposits	\$	46,603
Deferred Outflow of Resources	\$	7,580
Total current assets	\$	968,053

Property, plant & equipment	\$	9,910,443
less depreciation	\$	(6,842,292)
C I P	\$	1,392,231
Net P P & E	\$	4,460,382

**Other L T Assets****Total Assets** \$ **5,428,435****Liabilites:**

Accounts payable	\$	23,918
Interest payable	\$	16,560
Water Accrual	\$	7,945
Accrued Payroll	\$	47,486
L T debt, current	\$	75,713
Total current liab	\$	171,622

L T debt		
Post Retirement Benefit	\$	932,016
Net Pension Liability	\$	121,865
Deferred Inflow of Resources	\$	44,882
Muni Loan	\$	893,306
less current above	\$	(75,713)

**Total Liabilites** \$ **2,087,978****Net assets** \$ **3,340,457****Total liab & net ass't** \$ **5,428,435**

<u>Vendor</u>	<u>Check Amount</u>
000010 AMERICAN WATER WORKS ASSOC.	420.00
000012 AQUA LAB	655.00
000025 CHEMCO PRODUCTS COMPANY	8,692.13
000047 LAWSON & SON BACKHOE & GRADIN	4,225.00
000051 MERCED IRRIGATION DISTRICT	29,476.81
000059 MARIPOSA GAZETTE	185.00
000065 KKI CORPORATION	1,586.25
000067 GENERAL PLUMBING SUPPLY CO., I	283.01
000076 USPS	1,107.26
000091 VALERO MARKETING & SUPPLY	1,513.21
000094 USA BlueBook	1,736.67
000105 PACIFIC GAS & ELECTRIC	16,099.26
000106 BINKLEY ASSOCIATES, INC	647.50
000118 D & D PEST CONTROL *	32.00
000121 UNION DEMOCRAT*	209.52
000128 GRAINGER, INC.	425.42
000136 AT&T	414.49
000165 ACWA/JPIA	7,441.29
000196 AQUA SIERRA CONTROLS, INC	1,583.93
0002321 STREAMLINE	200.00
000263 Brenntag	732.29
000290 Tuolumne County Recorder	40.00
0003221 KAMPA COMMUNITY SOLUTIONS LLC	6,250.00
0003360 Backyard Spa & Pool Essentials	158.62
0004375 Accela Inc #774375	8,615.05
000550 LUIS'S HOUSEKEEPING / YARDS	200.00
000564 TOTAL WASTE SYSTEMS MARIPOSA	126.72
000583 COPY KING	1,551.25
000585 MO CAL OFFICE SOLUTIONS	321.49
000635 Contractor Compliance And Monitoring Inc	127.50
000645 Richard Townsend Contruction	111,538.55
00071 Mother Lode Answering Service	260.00
660108 VERIZON WIRELESS	155.70
702 Warnerdam CPA Group	2,471.00
UB*10528 MR/MRS DEREK TURNBULL	85.86
UB*10529 MR. & MRS. ROBERT FAUSS	76.14
UB*10530 MR/MRS WILLIAM BOTSCH	150.00
UB*10531 MS. BARBARA COOK	228.04
UB*10532 RAFAEL JESSE FIGUEROA JR	81.86
UB*10533 MR 7 MRS RICHARD MARSH	125.04

Report Total:

210,228.86

## **Regular Meeting Minutes of the Board of Directors**

**9751 Merced Falls Road  
July 17<sup>th</sup>, 2017 at 1:00 p.m.**

**1. CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:

The Board of Directors of the Lake Don Pedro Community Services District held a special meeting at 9751 Merced Falls Rd., La Grange, CA 95329.

President Johnson called the meeting to order at 1:00 p.m.

Directors present: Johnson, Ross, Hankemeier, and Warren

Directors absent: Sult

Also present: IGM P. Kampa

Also present: Staff S. Marchesiello

CSDA Presenter: Dane Wadle

Note: Director Warren arrived at 1:03 p.m.

**2. PUBLIC COMMENT:**

*Three public member spoke*

**3. PRESENTATION ONLY:**

a. Presiding Officer's Report

*None given at this time*

b. General Manager's Report: Peter J. Kampa

- 1) Report on receipt of the Special District Leadership Foundation's Certificate of Excellence in Transparency

***Dane Wadle from California Special District Association presented the LDPCSD with the Certificate of Excellence in Transparency Award***

- 2) Report on the water treatment plant filter maintenance and inspection history and requirements, including total cost of 2016 filter renovation project

***Presented by GM P. Kampa***

- 3) Report on the requirements and costs for public works projects including leak repairs and line replacements completed by contract and force account (in-house labor)

***Presented by GM P. Kampa***

c. Chief Plant Operator's Report: R. Gilgo

***Presented by GM P. Kampa***

**4. APPROVAL OF CONSENT AGENDA: The following items may all be approved in one motion or considered separately as determined appropriate by the President**

a. Read and file the June 2017 Treasurer's Report

b. Approval of the Minutes of the Regular Board Meeting June 19th, 2017

**Motion: To approve the consent calendar**

**Votes: Carried 4-0**

**First: Hankemeier**                      **Second: Ross**

**Ayes: Hankemeier, Ross, Warren, and Johnson**

**Nays: None**

**Absent: Sult**

**5. DISCUSSION AND ACTION ITEMS:**

- a. Adoption of a resolution approving the District organizational chart, positions funded and establishing the salary schedule for the July 1, 2017 through June 30, 2018 fiscal year

**Motion: To approve the recommended motion to adopt the resolution approving the district organizational chart, positions funded and establishing the salary schedule for the July 1, 2017 through June 30, 2018 fiscal year with the proposed changes of listing out the office positions on the organizational chart and direction given to the GM to bring back a procedure policy for hiring the District's engineer, auditor and attorney**

**Votes: Carried 4-0**

**First: Johnson**                                      **Second: Hankemeier**

**Ayes: Johnson, Hankemeier, Ross, and Warren**

**Nays: None**

**Absent: Sult**

- b. Adoption of a resolution approving agreement with California Cad Solutions for the update of District maps and related services

**Motion: To approve the recommended motion to adopt the resolution approving agreement with California Cad Solutions Inc. for the update of District maps and related services**

**Votes: Carried 4-0**

**First: Warren**                                      **Second: Hankemeier**

**Ayes: Warren, Hankemeier, Johnson, and Ross**

**Nays: None**

**Absent: Sult**

**\*Note: Director Johnson wanted it noted the intention of approving this item is not for the expansion of the District**

- c. Approval of support for a candidate for the California Special Districts Association Board of Directors

**Motion: To approve the District's vote for Pete Kampa for the Board of Directors of the California Special Districts Association**

**Votes: Carried 4-0**

**First: Hankemeier**                                      **Second: Warren**

**Ayes: Hankemeier, Warren, Johnson, and Ross**

**Nays: None**

**Absent: Sult**

- d. Adoption of a resolution approving 2017-2018 Availability and Delinquent Charges applied to the tax rolls for collection

**Motion: To approve the recommended motion to approve the resolution approving the 2017-2018 availability and delinquent charges applied to the tax rolls for collection with the exception of any balances that have been paid prior to the public hearing July 17, 2017 and / or prior to the charges submitted to the counties**

**Votes: Carried 4-0**

**First: Hankemeier                      Second: Ross**

**Ayes: Hankemeier, Ross, Warren, and Johnson**

**Nays: None**

**Absent: Sult**

- e. Adoption of a resolution approving a policy on the temporary reclassification of personnel

**Consensus of the Board of Directors: To move this item to the personnel committee to review and make a recommendation to the board of Directors at a later date**

- f. Approval of an Emergency Groundwater Well Project contract budget amendment with Kennedy Jenks Consultants for the completion of documentation necessary to secure USDA and final Department of Water Resources grant reimbursements.

**Motion: To approve the recommended motion to approve an Emergency Groundwater Well Project contract budget amendment with Kennedy Jenks Consultants in the amount of \$60,000 for the completion of documentation necessary to secure USDA and final Department of Water Resources grant reimbursements**

**Votes: Carried 4-0**

**First: Hankemeier                      Second: Ross**

**Ayes: Hankemeier, Ross, Warren, and Johnson**

**Nays: None**

**Absent: Sult**

- g. Adoption of a resolution approving agreement with John Blomberg, CPA for the completion of the annual audit for the fiscal years ending June 30, 2017, 2018 and 2019

**Motion: To adopt a resolution approving agreement with John Blomberg, CPA for the completion of the annual audit for the fiscal year ending June 30. 2017**

**Votes: Carried 4-0**

**First: Hankemeier                      Second: Warren**

**Ayes: Hankemeier, Warren, Johnson, and Ross**

**Nays: None**

**Absent: Sult**

**5. ADJOURNMENT: 2:36 P.M.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary

Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

**BUDGET SUMMARY**

	2016-2017	2017-18	
	Approved	Approved	2017-18
	Budget	Preliminary	Draft Final
	Budget	Budget	Budget
<b>Operating Revenue</b>	<b>1,432,639</b>	<b>1,528,914</b>	<b>1,528,914</b>
<b>Operating Expense</b>	<b>1,476,043</b>	<b>1,479,766</b>	<b>1,496,738</b>
<b>Income/Loss from Operations</b>	<b>(43,404)</b>	<b>49,147</b>	<b>32,175</b>
<b>Loan Payments (principal)</b>	<b>70,500</b>	<b>75,713</b>	<b>75,713</b>
<b>Total CIP and Studies</b>	<b>934,054</b>	<b>1,304,884</b>	<b>1,379,884</b>
<b>Total Operating Expenses plus Loan &amp; CIP</b>	<b>2,480,597</b>	<b>2,860,363</b>	<b>2,952,335</b>
<b>Net Revenue Over Expenses Including Projects and Grants</b>		<b>(393,540)</b>	<b>(275,512)</b>
<b>Depreciation (add back in)</b>	<b>162,500</b>	<b>173,355</b>	<b>173,355</b>
<b>GASB 45 Liability (estimate - add back in)</b>	<b>148,142</b>	<b>148,142</b>	<b>148,142</b>
<b>Transfer from reserves</b>		<b>72,043</b>	<b>0</b>
<b>Final Net Income/Loss</b>		<b>(0)</b>	<b>45,985</b>

Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

	2016-2017	2017-18	2017-18
	Approved	Approved	Draft Final
Revenue	Budget	Preliminary Budget	Budget
Meter Reconnection Fee	0	0	0
(New) Connection/capacity fees	0	30,000	30,000
Contributed Capital - Int LAIF	0	0	0
Contributed Capital - Int BOFA	0	0	0
Retained Earnings - Prior	0	0	0
Retained Earnings - Current	0	0	0
Appropriations	0	0	0
Water Sales Residential	211,229	265,457	265,457
Water Sales Raw Water	0	0	0
Water Availability Revenue	190,000	187,443	187,443
Water Service Charges	939,101	947,359	947,359
Water Revenue - Other	0	0	0
Sewer Maintenance Income	0	0	0
Interest Income - LAIF	735	1,271	1,271
Interest Income - F/C Customer	0	0	0
Interest Income, Penalties - Customer	21,830	23,781	23,781
Transfer Fee Income	7,100	6,489	6,489
Other Income	3,800	3,319	3,319
Meter Set Fee	5,000	8,190	8,190
Interest Income Guaranty Fed	144	11	11
Hydrant Service Charge	0	0	0
Hydrant Rental	0	101	101
Hydrant Consumption	0	62	62
Avail Fee Income	1,300	1,830	1,830
Transfers In	0	0	0
Lease Fee	20,400	21,600	21,600
Office Fire Reimbursement	32,000	32,000	32,000
<b>TOTAL REVENUE</b>	<b>1,432,639</b>	<b>1,528,914</b>	<b>1,528,914</b>

Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

	2016-2017	2017-18	2017-18
Expenses	Approved	Approved	Draft Final
	Budget	Preliminary	Budget
		Budget	
Regular Pay - Plant	130,147	148,660	148,660
Overtime Pay	20,000	15,040	15,040
Sick Pay	5,730	5,543	5,543
Vacation Pay	11,044	7,498	7,498
Holiday Pay	7,796	6,568	6,568
Other Pay	0	0	0
Accrued Salaries	0	0	0
PERS	10,972	9,665	9,665
FICA/Medicare	13,477	13,367	13,367
SUI	1,641	1,810	1,810
Health Insurance	47,828	47,419	47,419
Workers Compensation	7,345	5,364	5,364
Accrued Fringe Benefits	0	0	0
Dental Insurance	4,917	0	0
Vision Care	300	0	0
Travel, Meetings & Mileage	1,000	1,000	1,000
Lease Of Equipment	2,211	0	0
Repair & Maintenance - Plant	17,307	18,000	18,000
Repair & Maintenance - Vehicle	24,614	12,404	12,404
Repair & Maintenance - Distribution	60,000	38,397	38,397
Repair & Maintenance - Intake	10,800	23,030	23,030
Repair & Maintenance -10" Irrigation	0	0	0
Small Tools & Equipment	3,000	2,000	2,000
Gas, Oil & Lubricant - Plant	14,637	10,784	10,784
Health & Safety	5,695	5,852	5,852
Telephone - T & D	7,733	6,606	6,606
Water Testing Fees	12,247	18,999	18,999
Water System Fees	14,709	4,903	4,903
Water Testing Materials	2,909	2,000	2,000
Water Treatment Chemicals	46,151	53,106	53,106
P G & E Power - Office	2,462	3,175	3,175
P G & E Power - Intake	63,332	74,073	74,073
P G & E Power - Ranchito #1 Well	9,523	3,000	3,000
P G & E Power - Water Treatment	24,836	27,317	27,317
P G & E Power - Distribution	20,533	25,360	25,360
P G & E Power - Ranchito #2 Well	4,000	3,000	3,000
P G & E Power - Medina #1 Well	4,000	3,000	3,000
P G & E Power - Medina #2 Well (formerly Well 5)	4,000	3,000	3,000
Purchased Water Actual-MID	54,232	62,332	62,332
Reserve Water - Mid-Plant	0	0	0
Outside Services	4,559	7,065	7,065
Temporary Outside Labor	0	0	0
Fire Protection/Weed Control	500	2,500	2,500
Cleaning Services	0	0	0
Pest Control	403	403	403
Engineering Services	15,000	24,561	24,561
Employee Education	3,000	1,134	2,000
Memberships	1,055	413	413
Subscriptions	0	0	0



Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

	2016-2017 Approved Budget	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>Expenses</b>			
Publications	500	57	57
Licenses, Permits & Cert.	1,200	616	616
Depreciation Expense	160,000	170,855	170,855
Sewer Expenses (reimbursed)	0	0	0
Regular Pay - Administration	78,211	81,147	89,262
Overtime Pay	5,800	3,692	3,692
Sick Pay	237	5,867	5,867
Vacation Pay	4,697	6,394	6,394
Holiday Pay	3,692	4,263	4,263
Other Pay	0	0	0
Accrued Salaries	0	0	0
PERS	5,730	5,797	5,797
FICA/Medicare	7,248	7,851	7,851
SUI	1,176	1,218	1,218
Health Insurance	20,005	22,106	22,106
Workers Compensation	727	531	531
Accrued Fringe Benefits	0	0	0
Dental Insurance	2,007	2,007	2,007
Vision Care	200	0	0
Travel, Meetings & Mileage	1,200	1,200	1,200
Lease Of Equipment	0	0	0
Propane	432	703	703
Customer Billing Supplies	979	1,852	1,852
Internet Access	0	0	0
Telephone - Admin	4,099	3,868	3,868
Office Supplies	4,153	2,595	2,595
Postage	9,172	7,147	7,147
Computer IT	21,576	31,390	31,390
R & M Equipment	0	0	0
Outside Services	125,000	110,734	110,734
Temporary Outside Labor (office outside maintenance)	0	0	3,000
Office Cleaning Serv	1,663	1,814	1,814
Legal Services	15,000	6,702	6,702
Audit Services	7,000	8,820	8,820
Engineering Services	1,000	0	0
Employee Education	0	1,237	1,237
Memberships	5,428	6,310	6,310
Subscriptions	0	0	0
Publications	966	1,386	1,386
Licenses, Permits & Cert.	0	0	0
County Fees	1,000	638	638
County Avail Fee	1,651	1,840	1,840
Director Regular Pay	8,316	6,300	6,300
FICA/Medicare	636	482	482
Travel, Meetings & Mileage	2,000	2,000	2,000
Board Meeting Expense	1,000	0	0
Board Election Expenses	3,000	0	0
Travel, Meetings & Mileage	0	1,600	1,600
Credit Card Service Charges	4,503	5,357	5,357

Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

	2016-2017 Approved Budget	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>Expenses</b>			
Business Insurance Expense	33,757	40,529	40,529
Misc Other Expense (Board member tablets)	7,478	309	5,300
Retired Employee Health	0	25,063	25,063
Retired EE Benefit Expense	148,142	148,142	148,142
LAFCO MSR	0	0	0
Interest Long Term Debt	52,173	48,505	48,505
Depreciation Expense	2,500	2,500	2,500
Office Fire Recovery	25,144	0	0
<b>TOTAL EXPENSES</b>	<b>1,476,043</b>	<b>1,479,766</b>	<b>1,496,738</b>

	2016-2017 Approved Budget	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>			
Well 2	0	0	0
Medina Well	0	50,000	50,000
Well 3/4	0	0	0
Well 5	0	50,000	50,000
Intake Booster #2 Installation	50,000	75,000	75,000
Barge Renovations	20,000	30,000	30,000
Springbrook Update (billing software)	0	30,000	30,000
Ranchito Well #1 Renovation	37,611	10,000	10,000
IRWMP Service Line Replacement Project (Project 4)	721,287	605,249	605,249
IRWMP Project Administration (Project 1)	105,156	0	20,000
IRWMP Water Use Efficiency Project (Project 3)	0	164,635	164,635
<b>TOTAL CIP IN PROGRESS</b>	<b>934,054</b>	<b>1,014,884</b>	<b>1,034,884</b>

	2016-2017 Approved Budget	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>CARRYOVER PROJECT (GRANT) REVENUE</b>			
USDA Grant		100,000	310,000
DWR Grant wells		86,520	86,520
IRWMP Service Lines Grants		574,987	574,987
IRWMP Admin Grants	85,000	20,000	20,000
IRWMP Water Use Eff. Grants		156,403	156,403
<b>TOTAL CARRYOVER PROJECT REVENUE</b>	<b>85,000</b>	<b>937,910</b>	<b>1,147,910</b>

Lake Don Pedro Community Services District  
Draft Final 2017-18 Fiscal Year Budget

	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>NEW CAPITAL PURCHASES/IMPROVEMENT PROJECTS</b>		
Replacement Truck (2003 Chevy)	32,000	32,000
Replacement Truck (2005 Chevy)	40,000	40,000
Tablets for System Maintenance (field computers)	0	5,000
Effluent Meter Replacement (Plant)	40,000	40,000
Replacement Flocculator Gear Drives (3 - Plant)	12,000	12,000
Hormiga Water Line Replacement Project	60,000	60,000
Portable Generator	6,000	6,000
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>	<b>190,000</b>	<b>195,000</b>

	2017-18 Approved Preliminary Budget	2017-18 Draft Final Budget
<b>PROJECT PLANNING, DESIGN AND STUDIES</b>		
CIP Development	40,000	40,000
Connection Fee Study	15,000	15,000
Grant application services (Service Lines, Intake Renovations)	30,000	30,000
District Map Digitizing and Upates	15,000	15,000
Planning Study re Lake McClure Pumping solutions	0	50,000
<b>TOTAL PLANNING, DESIGN AND STUDIES</b>	<b>100,000</b>	<b>150,000</b>

## Lake Don Pedro Community Services District

### Regular Meeting of August 21, 2017

#### AGENDA SUPPORTING DATA

##### 5. DISCUSSION AND ACTION ITEMS

- b. Adoption of a resolution approving a Plan Check and Inspection Agreement for the water system improvements to serve the Dollar General store planned for construction on Las Palmas Way at Hwy 132 - CD DG La Grange, LLC
- c. Adoption of a resolution approving a Plan Check and Inspection Agreement for the water system improvements to serve the Lake Don Pedro Storage, planned for construction on 14444 Las Palmas Way – Donald Clanton, Sole Proprietor

##### ***Recommended Action***

Staff recommends the following motion:

***I move to adopt a resolution approving*** a Plan Check and Inspection Agreement for the water system improvements to serve the Dollar General store planned for construction on Las Palmas Way at Hwy 132 - CD DG La Grange, LLC.

***I move to adopt a resolution approving*** a Plan Check and Inspection Agreement for the water system improvements to serve the lake Don Pedro Storage, 14444 Las Palmas Way – Don Clayton

##### ***Background***

The District requires the execution of an agreement when new construction work involves the extension of district infrastructure. Both of the above projects require main extensions, which will be completed by the project developer, under CSD inspection. The agreement places all costs on the developer for design, construction and district inspection.

Upon completion of the main extensions, the Board will be asked to adopt a resolution accepting the dedication of the completed facilities. The attached agreements and their adopting resolutions provide additional specifics.

RESOLUTION 2017 -\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
APPROVING A PLAN CHECK AND INSPECTION AGREEMENT TO SERVE THE  
DOLLAR STORE – CD DG LA GRANGE LLC

**WHEREAS**, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the District is authorized pursuant to California Government Code Section 61100 (a) to provide water service for beneficial uses within its boundaries; and

**WHEREAS**, CD DG La Grange LLC has requested application for water service to serve the Dollar General store to be constructed on Las Palmas Way at Hwy 132; and

**WHEREAS**, as the sole provider of public water supply to the project site, the District has agreed to provide such water service in accordance with its water rules and regulations and with the construction and dedication of certain water system improvements; and

**WHEREAS**, the requires the execution of a Plan Check and Inspection Agreement in advance of conducting any engineering review of main extension projects, and to set forth the terms and conditions of the arrangement between the developer and District; such Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with CD DG La Grange, LLC included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on August 21, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Danny Johnson, President, Board of Directors

ATTEST:

\_\_\_\_\_  
Syndie Marchesiello,  
Secretary  
CERTIFICATE  
OF SECRETARY  
(STATE OF  
CALIFORNIA) (COUNTY  
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on August 21, 2017

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
PUBLIC FACILITY CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT  
[Project Name]**

THIS AGREEMENT is made this 16th day of 2017, by and between the Lake Don Pedro Community Services District, hereinafter referred to as "District", and CD DG La Grange, LLC, a California Corporation [California Corporation, LLC, individual, sole proprietorship, etc) hereinafter referred to as "Applicant" or "Owner" in reference to the following recitals.

**RECITALS:**

A. Pursuant to an Agreement [Annexation, Reimbursement or other Agreement if applicable], and in accordance with the District's Plan Check and Inspection Agreement, Applicant is required to construct and provide water service to Our Dollar General project [project name, AP number, annexation area or other].

B. Applicant proposes to design and construct the following facilities that are referred to as the "Project" in this Agreement:

1. Develop and construct water main extensions, install fire hydrants, valves and other appurtenances; and
2. Construct inter-tie facilities to connect the water services [new water mains, etc] to the District's water system located within APN: 075-030-13 [street, area, AP number].

C. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

**NOW, THEREFORE,** the parties hereto mutually agree as follows:

1. **Construction**

- (a) The applicant, at its sole cost and expense, shall design, prepare plans and specifications, develop and construct/install the Project. Applicant agrees to construct the Project in accordance with District's Engineering Standards. The Project shall be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to do the type of work called for in the approved Plans and Specifications. Prior to the start of construction, District shall

approve the plans and specifications and Applicant shall deposit with the District:

1. Two complete sets of the approved plans;
  2. A copy of the contractor's license; and
  3. A copy of the Applicant's contract with the contractor.
4. Proof of insurance, as required by Paragraph 14, below.
- (b) Applicant shall be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available on the Web at [www.csib.ca.gov](http://www.csib.ca.gov).
- (c) Applicant shall be responsible for determining whether the construction of the Project requires the Applicant's contractor to be registered with the Department of Industrial Relations as a Public Works Contractor, and meeting all associated Labor Code requirements.

## 2. Deposit for District Services

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$3000.00 for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement. The Applicant authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month shall be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month shall be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by the Applicant in excess of the District's actual costs shall be refunded to the Applicant.

## 3. Permits

Applicant, at its sole cost, shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required.

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant shall notify the District thereof and request a final inspection of the Project. All facilities in the Project shall be tested to meet District requirements as required by District Standards and Specifications. The Applicant shall supply and pay for the necessary equipment, services and devices to inspect and test the improvements installed. This shall include TV inspection of sewer lines, pressure testing equipment, cleaning devices, etc.

7. Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;
- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements; and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.
- (h) Applicant provides the District with a "Maintenance Guarantee" as provided in Section 12(b) below.

8. Transfer of the Project



Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

9. Risk of Loss/Ownership

- (a) Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.
- (b) Prior to the date of the transfer of the Project pursuant to paragraph 8, above, all risk of loss or injury or destruction to the Project and related facilities shall be solely upon the Applicant.

10. District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

11. Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

12. Applicant's Guaranty

- (a) Maintenance: Applicant warrants and guarantees all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.

- (b) Maintenance Guarantee: Prior to the notice of acceptance of the Project, Applicant shall provide the District with a letter of credit or other financial security satisfactory to the District ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the District notice of acceptance of the Project. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

The Applicant and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above-stated conditions within a reasonable time, the District is authorized to have the defect repaired and made good. The Applicant and its surety under the Maintenance Guarantee shall be jointly and severally liable to the District for such costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. The District shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days of its date. Interest shall accrue on any late payment at the legal rate then prevailing.

### 13. Changes in the Project.

If Applicant proposes to change the approved plans and specifications for the Project, it shall first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

### 14. Insurance

Applicant or any Contractor carrying out the construction of the Project shall procure and maintain in insurance companies authorized to do business in the State of California with an A.M. Best's rating of not less than A-(IX), "on an occurrence basis", commercial general and automobile *liability* insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) single *limit* coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall be primary insurance as respects the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. The insurance shall specifically name the District, its directors, officers, and employees as additional insureds, and shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general and automobile liability insurance coverage shall also furnish the District with certificates of insurance as satisfactory proof that Applicant or Applicant's Contractor carries worker's compensation insurance as required by law and liability insurance in compliance with these requirements.

15. Indemnification and Hold Harmless.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of action, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless shall survive the transfer of the Project.

16. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

17. Amendment

Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

18. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

**District**

Lake Don Pedro Community Services District  
9751 Merced Falls Rd.  
La Grange, CA 95329

**Applicant**

CD DG La Grange, LLC

---

4336 Marsh Ridge Road

---

Carrollton, Texas 75010

---

19. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in [Tuolumne/Mariposa] County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered

by any party in connection with the transactions contemplated by this Agreement.

21. Agreement Binding

This Agreement shall apply to and be binding upon the successors, grantees, and assigns of the respective parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District.

22. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

23. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

24. Representations and Warranties of Applicant:

- (a) Applicant represents and warrants that: (a) it is duly organized and legally existing under the laws of the State of California and is duly qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Applicant enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Applicant's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of Applicant's contracts, charter, bylaws and/or other organizational documents.
- (b) Applicant Indemnity. Applicant and the undersigned jointly and severally agree to defend, indemnify and hold the District harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of the representations and warranties of subsection (a) above.

25. Days.

Unless otherwise specified to the contrary, "days" in this Agreement shall mean calendar, not business, days.

Dated\_\_\_\_\_

\_\_\_\_\_  
Danny Johnson  
President, Board of Directors

ATTEST

\_\_\_\_\_  
Syndie Marchesiello  
Board Secretary

Approved as to Form

\_\_\_\_\_  
Raymond Carlson  
District General Counsel

Dated:\_\_\_\_\_

\_\_\_\_\_  
[Applicant Name]  
[Applicant Title]

RESOLUTION 2017 -\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
APPROVING A PLAN CHECK AND INSPECTION AGREEMENT TO SERVE THE  
LAKE DON PEDRO STORAGE, 14444 Las Palmas Way – Don Clayton

**WHEREAS**, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the District is authorized pursuant to California Government Code Section 61100 (a) to provide water service for beneficial uses within its boundaries; and

**WHEREAS**, Don Clayton, a Sole Proprietor and owner/developer of the project has requested application for water service to serve the Don Pedro Storage to be constructed at 14444 Las Palmas Way; and

**WHEREAS**, as the sole provider of public water supply to the project site, the District has agreed to provide such water service in accordance with its water rules and regulations and with the construction and dedication of certain water system improvements; and

**WHEREAS**, the requires the execution of a Plan Check and Inspection Agreement in advance of conducting any engineering review of main extension projects, and to set forth the terms and conditions of the arrangement between the developer and District; such Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with CD DG La Grange, LLC included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on August 21, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Danny Johnson, President, Board of Directors

ATTEST:

\_\_\_\_\_  
Syndie Marchesiello,  
Secretary  
CERTIFICATE  
OF SECRETARY  
(STATE OF  
CALIFORNIA) (COUNTY  
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on August 21, 2017

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
PUBLIC FACILITY CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT  
LAKE DON PEDRO STORAGE MAIN EXTENTION**

THIS AGREEMENT is made this 8/17 day of 2017, by and between the Lake Don Pedro Community Services District, hereinafter referred to as "District", and DONALD CLANTON, a SOLE PROPRIETOR hereinafter referred to as "Applicant" or "Owner" in reference to the following recitals.

**RECITALS:**

- A. In accordance with this Plan Check and Inspection Agreement, Applicant is required to construct and provide water service to 14444 Las Palmas Way in accordance with County and District requirements.
- B. Applicant proposes to design and construct the following facilities that are referred to as the "Project" in this Agreement:
1. Develop and construct water main extensions, install fire hydrants, valves and other appurtenances; and
  2. Construct inter-tie facilities to connect the NEW WATER MAIN to the District's water system; and
  3. Dedicate the easements and rights of way necessary for operation and maintenance of the system
- C. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

**NOW, THEREFORE,** the parties hereto mutually agree as follows:

1. Construction
  - (a) The applicant, at its sole cost and expense, shall design, prepare plans and specifications, develop and construct/install the Project. Applicant agrees to construct the Project in accordance with District's Engineering Standards. The Project shall be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to do the type of work called for in the approved Plans and Specifications. Prior to the start of construction, District shall



**LAKE DON PEDRO COMMUNITY SERVICES  
DISTRICT PUBLIC FACILITY  
CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT**

**ORIGINAL FOR SIGNATURE**

approve the plans and specifications and Applicant shall deposit with the District:

1. Two complete sets of the approved plans;
  2. A copy of the contractor's license; and
  3. A copy of the Applicant's contract with the contractor.
  4. Proof of insurance, as required by Paragraph 14, below.
- (b) Applicant shall be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available on the Web at [www.csib.ca.gov](http://www.csib.ca.gov).
- (c) Applicant shall be responsible for determining whether the construction of the Project requires the Applicant's contractor to be registered with the Department of Industrial Relations as a Public Works Contractor, and meeting all associated Labor Code requirements.

2. Deposit for District Services

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$3000.00 for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement. The Applicant authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month shall be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month shall be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by the Applicant in excess of the District's actual costs shall be refunded to the Applicant.

3. Permits

Applicant, at its sole cost, shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

LAKE DON PEDRO COMMUNITY SERVICES  
DISTRICT PUBLIC FACILITY  
CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT

ORIGINAL FOR SIGNATURE

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required.

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant shall notify the District thereof and request a final inspection of the Project. All facilities in the Project shall be tested to meet District requirements as required by District Standards and Specifications. The Applicant shall supply and pay for the necessary equipment, services and devices to inspect and test the improvements installed. This shall include TV inspection of sewer lines, pressure testing equipment, cleaning devices, etc.

7. Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;
- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements; and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.
- (h) Applicant provides the District with a "Maintenance Guarantee" as provided in Section 12(b) below.

8. Transfer of the Project

LAKE DON PEDRO COMMUNITY SERVICES  
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Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

9. Risk of Loss/Ownership

- (a) Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.
- (b) Prior to the date of the transfer of the Project pursuant to paragraph 8, above, all risk of loss or injury or destruction to the Project and related facilities shall be solely upon the Applicant.

10. District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

11. Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

12. Applicant's Guaranty

- (a) Maintenance: Applicant warrants and guarantees all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.

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- (b) Maintenance Guarantee: Prior to the notice of acceptance of the Project, Applicant shall provide the District with a letter of credit or other financial security satisfactory to the District ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the District notice of acceptance of the Project. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

The Applicant and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above-stated conditions within a reasonable time, the District is authorized to have the defect repaired and made good. The Applicant and its surety under the Maintenance Guarantee shall be jointly and severally liable to the District for such costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. The District shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days of its date. Interest shall accrue on any late payment at the legal rate then prevailing.

13. Changes in the Project.

If Applicant proposes to change the approved plans and specifications for the Project, it shall first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

14. Insurance

Applicant or any Contractor carrying out the construction of the Project shall procure and maintain in insurance companies authorized to do business in the State of California with an A.M. Best's rating of not less than A-(IX), "on an occurrence basis", commercial general and automobile *liability* insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) single *limit* coverage applying to bodily and personal injury and property damage, or a combination of both.

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Such insurance shall be primary insurance as respects the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. The insurance shall specifically name the District, its directors, officers, and employees as additional insureds, and shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general and automobile liability insurance coverage shall also furnish the District with certificates of insurance as satisfactory proof that Applicant or Applicant's Contractor carries worker's compensation insurance as required by law and liability insurance in compliance with these requirements.

15. Indemnification and Hold Harmless.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of action, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless shall survive the transfer of the Project.

16. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

17. Amendment

Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

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18. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

**District**

Lake Don Pedro Community Services District  
9751 Merced Falls Rd.  
La Grange, CA 95329

**Applicant**

LAKE DON PEDRO STORAGE  
\_\_\_\_\_  
DONALD G. CLANTON, 14447 Las Moras St., La Grange  
\_\_\_\_\_  
Mail: PO BOX 24188, SAN JOSE, CA 95154  
\_\_\_\_\_

19. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in [Tuolumne/Mariposa] County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered

by any party in connection with the transactions contemplated by this Agreement.

21. Agreement Binding

This Agreement shall apply to and be binding upon the successors, grantees, and assigns of the respective parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District.

22. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

23. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

24. Representations and Warranties of Applicant:

- (a) Applicant represents and warrants that: (a) it is duly organized and legally existing under the laws of the State of California and is duly qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Applicant enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Applicant's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of Applicant's contracts, charter, bylaws and/or other organizational documents.
- (b) Applicant Indemnity. Applicant and the undersigned jointly and severally agree to defend, indemnify and hold the District harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of the representations and warranties of subsection (a) above.

25. Days.

Unless otherwise specified to the contrary, "days" in this Agreement shall mean calendar, not business, days.

LAKE DON PEDRO COMMUNITY SERVICES  
DISTRICT PUBLIC FACILITY  
CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT

ORIGINAL FOR SIGNATURE

Dated \_\_\_\_\_

\_\_\_\_\_  
Danny Johnson  
President, Board of Directors

ATTEST

\_\_\_\_\_  
Syndie Marchesiello  
Board Secretary

Approved as to Form

\_\_\_\_\_  
Raymond Carlson  
District General Counsel

Dated: August 17, 2017 \_\_\_\_\_

  
Donald G. Clanton, Owner

\_\_\_\_\_  
[Applicant Name]

\_\_\_\_\_  
[Applicant Title]



# **Binkley Associates, Inc.**

## **CONSULTING ENGINEERS**

HYDRAULICS • WATER RESOURCES • WATER AND SEWAGE FACILITIES

August 2, 2017

VIA EMAIL ONLY

Pete Kampa  
General Manager  
Lake Don Pedro Community Services District  
9751 Merced Falls Road  
La Grange, CA 95329

RE: Intake Report

Dear Pete:

This is a follow up to our letters dated January 16, 2017 and May 10, 2017 regarding the intake facilities. On July 25, I visited the Barrett Cove Intake to observe the start-up of booster pump #2. While at the site, I also observed the condition of the existing facilities at the intake, and the emergency pump float which is stored at the adjacent boat yard. I have the following observations and recommendations.

### **Intake Facilities, Existing Conditions:**

Fixed intake pump #1 has been in use, and is being operated manually with many of the controls and protections being bypassed. I am told this is because some of the related controls and equipment are failing.

I understand that nothing has changed with fixed intake pump #2 since our letter last summer when we attempted to run it and it did not function.

During the booster pump startup, the new pump tripped. It was apparently due to the voltage at the site being too high so the new motor protections were shutting it off. An electrician has visited the site since then, and made some adjustments in the new pump control panel, and according to the contractor, the pump now runs without tripping. I have not received confirmation of this from operational staff, and the contractor has not provided details on what was adjusted.

In addition, there are still several incomplete items from the emergency intake repair project approximately a decade ago. The eaves of the roof of the control building have rotted through in many places.

There may be additional items not listed in this letter.

As a reminder, the fixed intake barrels #1 and #2 are badly deteriorated and in need of replacement.

**Emergency Floating Pumps, Existing Condition:**

Reportedly, the float structure partially sunk last winter and was removed from the lake. The intent of operating staff at that point was to move the pumps from the float structure to the existing barge, and eliminate the old floating structure. We recommended a structural engineer design the modifications to the barge which are necessary to support the pumps. According to your email on July 19, and my observation on July 25, no engineer has been located, and no work has been done on this project.

My recollection is that the barge also needed some motor maintenance work. I do not know if this work has been done.

Mark Knudson from G3 Engineers, the Floway Pump manufacturer's representative, was at the site on July 25 conducting the startup of the new booster. I asked him to come and look at the floating pumps and discuss their condition. He had the following observations: Because the pumps have been stored in the "leaning over" position without draining the oil, the motors will need to be serviced because it is likely that the oil has leaked out into the windings, and they also may need new bearings. He said there are a number reputable motor shops in the valley that can clean and repair these motors. In addition, he agreed with my observation that the older of the two pumps should be taken to a pump shop for cleaning, inspection, and repair. Again, there are a number of pump shops that should be able to handle this pump work. Care must be taken in the future to properly store these pumps when not in use.

**Conclusions:**

The surface water supply is in an extremely precarious position. The fixed intake pump #1 could fail at any moment especially given that protections may not be functioning. The emergency float, which would be used as a backup, is out of service both due to the structure not being seaworthy and the pump motors possibly being damaged.

**Recommendations, in order of priority:**

1. Contact pump and motor shops in Modesto and surrounding areas and obtain estimates for the maintenance work required on the float pump and motors.
2. Coordinate with a contractor for removal of the pump and motors from the float platform and delivery to the shops.
3. Coordinate with the marina or other fabricator or boat repair shop for construction of new pontoons on the existing float, and installation of a modified hitching system that will attach float such that the pontoons will align in direction of travel rather than perpendicular as it was before (we will review, prior to construction). Bear in mind that we recommend this rather than moving the pumps to the barge because it appears to be the fastest engineered solution at this point, which is unfortunate since operational staff prefer to move the pumps to the barge.




4. Authorize any needed repairs on barge.
5. Reinstall pumps on the float structure, but consider rotating them such that discharge flanges face front and rear instead of to the side, so hose/pipe comes straight out of pump on to barge and float can be rotated 180 degrees if use of backup pump is needed (we need to confirm the space for this).
6. Identify operational technique, and obtain piping if needed, to connect and use float at high lake level, such that the float is ready to be used at a moment's notice if pump #1 fails.
7. Contract with Aqua Sierra to update SCADA at intake both for booster pump #2 operation (for use in future drought) and for use of float as a bypass of fixed intake pumps at higher lake levels (float pumping directly to water treatment plant raw water tank).
8. Obtain bids from electrical engineer(s) to come to the intake site and determine a recommended approach for replacement of the existing deteriorated (circa 1969) pump #1 and #2 panels with modern controls including soft starters, to eliminate the need for the existing, failing, control valves. Keep in mind the possibility that these new panels may possibly be transferred to use with new pump(s) and barrel(s) in the future, depending on the new pump design. Reserve space in building for an additional future 3<sup>rd</sup> pump panel. Contract for a design from electrical engineer.
9. Obtain construction bids. In addition to new fixed intake pump panels, project may include removal of control valves and replacement with check valves, and pulling, repairing, and reinstalling pump #2. In addition, the roof should be replaced. We can prepare the specifications for the non-electrical portion of the work.
10. Contract for engineering services for a study including conceptual plans, followed by design, for replacement of the existing intake (barrels and vault at a minimum), and extension to a deeper lake level. Study should identify several concepts and related costs for an entirely new intake structure at the existing site and/or other site(s). Such a study should take into consideration, at a minimum, historic and projected future lake level fluctuation, optimizing power consumption across the range of conditions, redundancy, reliability, operation and maintenance, planning and design, and include rough timelines for design and construction, and consideration of life cycle costs. Refurbishment of the existing structure, if deemed feasible, can be considered. Modifications to the floating pump system for use as a permanent system can also be considered.
11. I am unsure of the priority of this item at this time, but the voltage was very high when we were at the site. LDPCSD will need to work with PG&E to correct the power issues at the site, such that the motors can operate within 10% of their rating to avoid damage and having them trip.

The intention is that items 1-9 above, in addition to routine maintenance and occasional repairs, should provide surface supply for a number of years, either through the fixed intake or the float as a backup, while item 10 is completed and built. As a reminder, the existing fixed intake barrels are currently at the end of their service life, so it is imperative that item 10 be initiated soon.

Pete Kampa  
8/2/17  
Page 4

Please call if you have any questions.

Very truly yours,  
**Binkley Associates, Inc.**  
Engineer for Lake Don Pedro Community Services District

By:   
Elizabeth A. Binkley, P.E.  
Principal

cc: Board of Directors, Syndie Marchesiello, Randy Gilgo, all via Email Only

# **Lake Don Pedro Community Services District**

## **Regular Meeting of August 21, 2017**

### **AGENDA SUPPORTING DATA**

#### **5. DISCUSSION AND ACTION ITEMS**

- e. Approval to proceed with bidding of the Water Service Line Replacement Project, funded by the Department of Water Resources, IRWMP grant program

#### ***Recommended Action***

Staff recommends the following motion:

***I move to authorize the General Manager to proceed with bidding of the Water Service Line Replacement Project, funded by the Department of Water Resources, IRWMP grant program***

#### ***Background***

The District has received grant funding for the replacement of leaky water service lines. To proceed with project construction, we must secure bids from qualified contractors, and award the construction contract to the lowest responsible bidder. Attached is the bid notice and Bidders instructions from the project bid packet prepared by District Engineer Elizabeth Binkley. The full bid packet was not included due to its size and technical nature.

A construction contract will be awarded after bids are received, and we will only authorize the contractor to proceed with construction of replacement lines for which we have funding available in the grant. Normally, this action would be by resolution of the Board and delegate responsibility to the GM to award the construction contract within the budget. In the case of this project, the contract will be brought to the Board for approval.

The bid advertisement will be published in both general circulation newspapers, as well as published in the trade journals and sent to plan centers.

## **Lake Don Pedro Community Services District**

Notice to Prospective Bidders for

### **WATER SERVICE LINE REPLACEMENT PROJECT**

Notice is hereby given that on September 15, 2017, at 12:00 noon, at the offices of Lake Don Pedro Community Services District, 9751 Merced Falls Road, La Grange, CA, sealed bids for the above detailed work will be publicly opened and read. The scope of the project includes installing replacement water service lines in various locations throughout the system, including piping and valving, surface restoration and related sitework. A package of electronic contract documents, that includes District Service Line Standards, special provisions and proposal, may be obtained at no cost to interested and qualified contractors by contacting Peter Kampa, General Manager at (209) 591-7100 or by email [pkampa@kampacs.com](mailto:pkampa@kampacs.com).

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
9751 Merced Falls Road, La Grange, California 95329**

**INSTRUCTIONS TO BIDDERS,  
SPECIAL PROVISIONS,  
and  
PROPOSAL**

**for construction of**

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
WATER SERVICE PIPE REPLACEMENT  
PROJECT NUMBER 2017-02**

**LA GRANGE, CALIFORNIA**

The project “Contract Documents” include these Special Provisions, the Service Line Standard Details, including drawings, the Lake Don Pedro Community Services District Standard Specifications and Drawings, and other documents described herein.

Project Engineer:  
**Binkley Associates, Inc.**  
CONSULTING ENGINEERS  
P.O. Box 70897  
Sunnyvale, CA 94086  
Phone: 408-257-9252  
Email: [info@binkleyassociates.com](mailto:info@binkleyassociates.com)

August 2017

DRAFT



**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
WATER SERVICE PIPE REPLACEMENT  
PROJECT NUMBER 2017-02**

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**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
WATER SERVICE PIPE REPLACEMENT  
PROJECT NUMBER 2017-02  
INSTRUCTIONS TO BIDDERS**

**INVITATION FOR BIDS**

Lake Don Pedro Community Services District (LDPCSD) will receive sealed Bids for:

**WATER SERVICE PIPE REPLACEMENT  
PROJECT NUMBER 2017-02**

until date: **September 15, 2017** at the offices of LDPCSD, 9751 Merced Falls Road, La Grange, CA 95329 until 12:00 noon at which time and place all bids will be publicly opened and read aloud. Any mailed in bids shall be sent to the above address, via certified mail with return receipt and must be received no later than the deadline stated above.

A package of contract documents, that includes Plans, Special Provisions and Proposal, may be obtained by contacting Peter Kampa, General Manager at (209) 591-7100 or by email [pkampa@kampacs.com](mailto:pkampa@kampacs.com).

A certified check or bank draft, payable to the order of Lake Don Pedro Community Services District, negotiable U.S. Government Bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that Prevailing Wages are required; no less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

LDPCSD reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by LDPCSD for a period not to exceed thirty days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
WATER SERVICE PIPE REPLACEMENT  
PROJECT NUMBER 2017-02**

**INSTRUCTIONS TO BIDDERS**

**SECTION 1. DESCRIPTION OF WORK**

In general, the work to be done under this contract consists of installing new customer service lateral pipes between the water main and customer meter, and abandoning existing service pipes in place.

Bidders shall visit the site of the proposed work and shall fully acquaint themselves with the existing conditions there relating to construction and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Bidders shall thoroughly examine and familiarize themselves with all contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing; and Lake Don Pedro Community Services District will be justified in rejecting any claim based on facts which he should have been on notice as a result thereof.

**SECTION 2. LAWS AND ORDINANCES**

The successful Contractor will be required to hold or obtain applicable permits for which the fees will not be waived.

If any Contractor, or any Subcontractor used in the work by the Contractor, is currently in violation of any federal, state or local law or ordinance, the Contractor's bid may be deemed to be non-responsible.

**SECTION 3. CONTRACT BONDS**

**A. GENERAL**

The successful bidder shall furnish to Lake Don Pedro Community Services District the two bonds required by the State of California Contract Act. Said bonds shall be furnished in favor of Lake Don Pedro Community Services District in a form satisfactory to Lake Don Pedro Community Services District. Each of said bonds shall be executed in an amount equal to 100% of the contract price.

**B. FAITHFUL PERFORMANCE**

One of said bonds shall guarantee the faithful performance of the Contract by the Contractor. A sample performance bond is enclosed.

**C. PAYMENT**

One of said bonds shall guarantee payment of all claims for labor, materials, provisions, provender and supplies furnished and any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code. Care shall be taken to assure that the payment bond includes the precise provisions which Section 3248, Subsection (b) of the California Civil Code requires. A sample payment bond is enclosed.

#### **D. ALTERATIONS**

All alterations, extensions of time, extra and additional work, and other changes authorized by these Special Provisions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

#### **SECTION 4. INDEMNIFICATION AND INSURANCE**

Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation Standard Specifications and the following:

##### **A. INDEMNIFICATION**

The Contractor shall indemnify and save Lake Don Pedro Community Services District, its agents, officers, and employees, and Binkley Associates, and its agents, officers, and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or cause of action arising during the term of this Contract out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or municipal law or ordinance or other cause in connection with the activities of the Contractor, its subcontractors, agents and employees under this Contract or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein unless arising out of the sole negligence or willful misconduct of Lake Don Pedro Community Services District or Binkley Associates. Approval of the insurance coverage does not relieve the Contractor or subcontractors of liability under the Indemnification Clause.

##### **B. INSURANCE**

1. Prior to commencement of services at the project site, the Contractor shall take out, carry and maintain, or cause to be taken out, carried and maintained, during the performance of the services and for such additional period as hereinafter specified, at no cost to Lake Don Pedro Community Services District, the following project insurance:
  - 1.1. Worker's Compensation.—The Contractor, at his own cost and expense, shall carry and maintain statutory Workers' Compensation Insurance and Employer's Liability with limits not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to Lake Don Pedro Community Services District. The policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least ten (10) days after receipt of such notice by Lake Don Pedro Community Services District. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of the Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from Lake Don Pedro Community Services District under the provisions of the Worker's Compensation Act, as amended or for which compensation is claimed from Lake Don Pedro Community Services District, Lake Don Pedro Community Services District may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if Lake Don Pedro

Community Services District. is compelled to pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

1.2. Liability and Property Damage.—The Contractor, at his own cost and expense, shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, including death resulting therefrom, and property damage liability for the limits of liability indicated below and including coverage for:

- premises, operations and mobile equipment;
- products and completed operations;
- broad form property damage (including completed operations);
- explosion, collapse and underground hazards;
- personal injury;
- contractual liability;
- use of owned, hired, and non-owned automobiles.

The limits of liability shall be at least:

- \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage);
- \$2,000,000 aggregate for products - completed operations;
- \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.

Such insurance shall be with insurers and under forms of policies satisfactory in all respects to Lake Don Pedro Community Services District and shall provide that notice shall be given to Lake Don Pedro Community Services District at least forty-five (45) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

- Policy shall cover on an "occurrence" basis.
- Policy shall cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.
- Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.
- "Lake Don Pedro Community Services District, its agents, officers and employees, and Binkley Associates, and its agents, officers, and employees" shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance of the above named will be called upon to contribute to a loss suffered by Contractors hereunder.

## 2. General Requirements

Copies of the insurance policy and certificates shall be certified and signed by the Contractor's insurance representative and delivered to Lake Don Pedro Community Services District with copy to the Engineer prior to the effective date of this Contract. The policy and certificates must be approved by the office of the attorney for Lake Don Pedro Community Services District before any payments will be made under this Contract.

Upon notification of receipt by Lake Don Pedro Community Services District of a Notice of Cancellation, major change in coverage or expiration, the Contractor shall file with Lake Don Pedro Community Services District a certified copy of the required new renewal policy and certificates for such policies.

If, at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by Lake Don Pedro Community Services District that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to Lake Don Pedro Community Services District. Any failure to maintain the required insurance will be sufficient cause for Lake Don Pedro Community Services District to terminate the Contract.