

Regular Meeting / Public Hearing of the Board of Directors
Lake Don Pedro Community Services District
9751 Merced Falls Road
June 15, 2015, at 1:00 p.m.

Mission Statement: The LDPCSD is dedicated to providing potable water that either meets or exceeds all state and federal standards in sufficient quantities to meet the needs of our customers utilizing the most cost effective methods possible while still maintaining a sound financial plan now and for the future.

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. Interim Manager's Report: Peter J. Kampa
- c. Chief Plant Operator's Report: R. Gilgo

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 May 2015 Treasurer's Report
- b. Approval of the Minutes:
- c. Letter of appreciation to TUD for their assistance in responding to a recent pressure regulating valve failure.
Special Board Meeting May 7, 2015
Regular Board Meeting May 18, 2015

5. DISCUSSION AND ACTION ITEMS:

- a. Approval of a Resolution authorizing the placing of availability and delinquent charges on the 2015/16 county tax rolls for collection.
- b. Water Supply Emergency Status update and report on progress on emergency water supply projects.
- c. Approval of a Resolution authorizing application for Emergency Wells 3 and 4, the Water Service Line Replacement Project, and Water Conservation Program to the Department of Water Resources, Round 3 Integrated Regional Water Management Planning (IRWMP) Implementation Grant Program through both the Tuolumne-Stanislaus and Yosemite Mariposa IRWMP regions.
- d. Consideration of approval of a Task Order addition to the Agreement with Kennedy Jenks Consultants for the addition of work associated with the preparation of an Integrated Regional Water management grant application through the Department of Water Resources, for the Lake

Don Pedro Area Water Conservation Project, and the Lake Don Pedro CSD Water Service Line Replacement Projects.

- e. Approval of a budget amendment to the Agreement with Kennedy Jenks Consultants for the Water Supply Emergency Project.
- f. Approval of a Resolution authorizing the purchase of real property needed for the Emergency Water Supply Project, property information: Owner – Medina, Location -1620 Zaramora St., La Grange, CA 95329, Mariposa County Assessor's Parcel No. 020-290-009-0.
- g. Discussion of the status of development of a District water loss audit protocol.
- h. Approval of a Resolution rescinding Resolution 2013-4 regarding the prohibition of committing water supply outside the Merced Irrigation District's Lake McClure water supply place of use.
- i. Approval of a Resolution revised the District credit card use policy.
- j. Consideration of appointment to replace a board member and fulfill their position on the Board.
- k. Approval of a Resolution removing Director Jean Hedge as a bank account signatory.
- l. Approval of a Resolution containing the amended mandatory water conservation measures approved at the May 18, 2015 Board meeting.
- m. Discussion and action regarding the development of a water rate study scope of work and authorization for the General Manager to negotiate a financial services contract.
- n. Approval of a Resolution extending appropriations and related expenditure authorizations into the 2015/16 fiscal year, authorizing continued expenditures on water supply emergency actions within previous approvals given, and with a preliminary budget planned for adoption during the July 20, 2015 Regular Board Meeting.
- o. Approval of a Resolution authorizing the District to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

6. DIRECTORS COMMENTS:

Any Director may address the Board on any item of interest that is within the subject matter and jurisdiction of the District. Generally no discussion or comment by other Board members should be expected on non-agenda items, except to properly place the matter on a future agenda for review, discussion or action as appropriate.

7. 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) 852-2331. Advance notification will enable the District to make reasonable arrangements to insure accessibility.

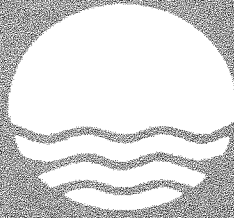


LAKE DON PEDRO
Community Services District

General Manager's Report

June 15, 2015

Due to major last minute time crunches before this Board meeting, the General Manager's Report will be given verbally during the Board meeting and will include discussion of the cost of contracting for leak repairs versus staff repairs and plans for producing additional communications in the form of a regular "Manager's message" to assist in public outreach during the emergency and beyond.



Memo

To: Danny Johnson
From: Peter Kampa, GM
cc: [Name]
Date: May 29, 2015
Re: Tuolumne–Stanislaus IRWMP meeting and protocol

You asked for an idea of the types of questions to expect at the meeting today, and I thought it would be helpful first to understand about the group and its purpose and history, as well as the specific dynamic I expect within the discussion.

Tuolumne-Stanislaus IRWMP Background

Integrated Regional Water Management is seen by the state legislators and agency officials as a way to improve water quality, quantity, sustainability and the protect/improve the water supporting ecosystem of the state. The concept of integrated regional planning is to encourage participation of a broad interest base in decisions related to water resources; thereby reducing conflict (lawsuits) and focusing state bond money on projects that are a local priority, rather than those selected to meet some statewide criteria. The reason for formation of IRWMPs throughout the state was primarily to open the door to a new and large source of grant funds. Integrated Regional Planning is seen by the state as a way for local communities, within appropriate water management areas (or regions) to come together and agree on water related conflicts, threats and opportunities; develop water resource management strategies and prioritized water projects.

Seeing more and more money funneled in to fund IRWM projects, in 2008, I called a meeting of the leaders from the water districts in the region, to discuss formation of a water management region and development of an Integrated Regional Water Management Plan (IRWMP). We received a planning grant in 2010 and by 2013, the first IRWMP was adopted in our region. Since adoption, the IRWMP has produced over \$12 million in grant funds for the Tuolumne–Stanislaus (T–Stan) Region alone, for water, wastewater, and ecosystem restoration projects.

In order to be funded under the IRWMP grants from the Department of Water Resources (DWR), a project must be contained in the IRWM plan for the region. Our projects that are located in Mariposa County would be contained in the Yosemite–Mariposa IRWMP, and projects in Tuolumne County fall in the T–Stan. There is also money allocated as “interregional” which can be for projects that cross the boundaries of regions, such as all of our projects which, although located in one county, serve a customer base in both counties and regions.

DWR offers Planning grants for project design, permitting, environmental review and study; as well as Implementation grants which are for project construction. We submitted a number of projects to the Yosemite–Mariposa IRWMP, which has not received an implementation grant to date. I recently submitted our Emergency Well Project (Wells 3 and 4 in Tuolumne County) and the deep water intake to the T–Stan, and the project was approved to be placed in the IRWMP.

Things to know:

- The state has issued its final Project Solicitation Package (PSP) from the Proposition 84 funding approved in 2012. An application from our region competes with applications from 12 other IRWMP regions in the San Joaquin, which has a total of \$6.5 million left available.
- When our region submits an application, all projects are contained in the application and the regions application is scored as a whole (all projects). So, if there are weak projects included, they can bring the score down. This is why they will be careful when selecting projects.
- We will be completed with project construction by the time we receive a contract with the state. We will basically submit one invoice and get reimbursed; meeting all the priority timelines in the grant program. Our project score will NOT be reduced simply because we are reimbursing ourselves for the project cost. In fact, we will score higher since we will be done so fast.

- We will likely receive loan funding from the state to complete project construction, then this grant will pay off the loan with NO prepayment penalty!
- There are several other projects being considered for funding at this meeting, but at the last meeting no one was very excited about any of the projects being a high priority for the region. I stated over and over that our project was a priority; and got some mild agreement.
- Many of the other projects discussed were not far enough along in the process to be successful, so I hope those drop off as if they are submitted, they may bring the total grant score down.

Bringing it all together!

1. The Emergency well project is critical to the water supply of our community and region. Without the wells, we expect to be out of water supply by November 2015 and until the lake rises back up over our pumps.
 2. The Project was ranked #2 in the recent project evaluation round
 3. LDPCSD has worked diligently to maximize funding for this emergency project and is applying only for \$700,000 of the \$2 million dollar project.
 4. The LDPCSD must immediately invest all available cash in addressing the failing infrastructure (water service lines, a \$2.5 million project itself) to reduce system leakage and increase system reliability. This leaves us with no cash to take on additional loans, which would be the case if we don't get this grant.
 5. The project will score high based on the scoring criteria contained in the current Project Solicitation Package (PSP) and has a good chance of funding.
- The LDPCSD is capable to prepare the project grant application, administer the funds in compliance with the guidelines, and complete the project on schedule
 - The project has the support of top staff from DWR, State Water Board and the Governor's Office of Emergency Services.
 - LDPCSD will consider joining the JPA if believed beneficial by the group

End of Month Water Report

Description	CCF	Acre/ft.	Percent	
Water pumped from Lake McClure acre/ft.	18086	41.52		
Water pumped from Well acre/ft.	2811	6.45		
Total Pumped acre/ft.		47.97		
Last month acre/ft.		35.40		
Difference from last month %			-35.52%	
Treated water sold acre/ft.	7607	17.46		
Last month treated water sold acre/ft.		19.68		
Difference from last month %			-12.69%	
Golf course water sold acre/ft.	0	0.00		
Hydrant usage acre/ft	0	0.00		
Billed Metered Customers				1417
Meters with no consumption this month				252
Meters with no consumption last month				258
Usage outside filed MID Place of Use	273	0.63		
Total acre/ft. Ranchito Well		6.45		
Backwash/Rinse on start up	763	1.75		
Total water loss in acre/ft. (Leaks and Evaporation)		28.76		

End of the Month MID Lake McClure Readings

Date of Reading	5/3/2015	
Inflow	611	CFS (Cubic Feet Per Second)
Storage	129,060	AF (Acre Feet)
Elevation	634.6	Feet Above Mean Sea Level
Outflow	240	CFS (Cubic Feet Per Second)
Lake McClure Capacity	1,024,600	AF (Acre Feet)

Utility Billing

Detailed Summary by Rate Code



**LAKE DON PEDRO
COMMUNITY SERVICES DISTRICT**
9751 MERCED FALLS ROAD
LA GRANGE, CA 95329

User: syndie
Printed: 06/05/2015 - 10:45 AM
Batch: 001-06-2015
Billing Cycle: 010

Code	Description	No of Accounts	No of Services	Total Billing Base	Total Billing Cons	Consumption
Summary for Service: WATER						
01	- 1" METER	4	4	424.00	0.00	0
02	- 2" METER	5	5	1,325.00	0.00	0
03	- 3" METER	1	1	530.00	0.00	0
04	- 4" METER	1	1	1,060.00	0.00	0
1.5	- 1.5" METER	1	1	159.00	0.00	0
58	- 5/8" METER	1,405	1,405	74,307.72	0.00	0
CONS	- WATER CONSUMPTION	1,165	1,165	0.00	15,214.00	7,607
WATER Totals:		2,582	2,582	77,805.72	15,214.00	7,607
Summary for Service: FIRE						
F06	- 6 IN HOOK-UP	2	2	120.00	0.00	0
FIRE Totals:		2	2	120.00	0.00	0
Grand Totals:		2,584	2,584	77,925.72	15,214.00	7,607

252 zero consumption

MID OUTSIDE PLACE OF USE METERED PROPERTIES
2015

Account #	Customer	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
1 5004	DOSCHER	5	4	31	6	8	6							
2 5009	DOSCHER (BOAT STOR)	7	6	6	5	7	7							
3 5057	COBARRUBIA	8	2	2	0	0	4							
4 5188	PARSONS	0	0	5	3	30	0							
5 100771	HILLS	X	X	X	X	X	X							
6 5443	CARPENTER	2	4	9	0	92	24							
7 5444	ELEM. SCHOOL	29	33	30	47	33	47							
8 5470	SHEPHERD	12	27	128	9	10	17							
9 5477	(AT&T)	0	1	1	0	1	0							
10 5481	C.D.F.	7	4	5	5	5	9							
11 101328	HALL	3	4	3	3	5	4							
12 5695	OLIVER	2	1	1	4	4	2							
13 101662	ROSEMIRE	37	19	16	30	22	17							
14 5754	ARTMAN	8	8	6	4	7	7							
15 5908	CLARK	5	0	1	10	0	1							
16 5910	DANIELSEN	7	6	5	5	6	5							
17 5927	ARNDT	7	4	7	3	3	5							
18 100237	HENDERSON	17	13	7	6	10	9							
19 5980	LAWSON	9	4	3	10	8	5							
20 101770	LAWSON (RENTAL)	4	3	5	4	6	5							
21 101815	BOWDEN	10	9	13	10	57	21							
22 6026	PONZO	0	0	0	0	0	0							
23 101143	MARTIN	X	X	X	X	X	X							
24 101333	KELLER	3	7	0	0	0	0							
25 6237	DUMAS	7	6	6	6	10	11							
26 6238	ROSS	21	18	11	6	14	3							
27 6245	ROSS	3	2	1	5	8	16							
28 100687	Bozslk	20	16	12	13	23	18							
29 101072	*KENNER	10	10	8	8	11	6							
30 6259	*STONE	3	4	3	4	6	4							
31 100872	BURLARLEY	24	4	4	1	10	7							
32 100181	RAYHER	11	10	6	8	11	7							
33 101248	WALKER	0	0	0	2	0	0							
34 101803	KELLER	0	0	0	0	0	0							
100473	TOTAL													
35	TOTAL GALLONS D P WASTE WTR	28	20	18	20	27	6							
	TOTAL UNITS (CCF)	309	249	353	237	434	273	0	0	0	0	1033	0	0
	TOTAL ACRES FEET	0.709	0.572	0.810	0.544	0.996	0.627	0.000	0.000	0.000	0.000	2.371	0.000	0.000

Special Meeting Minutes of the Board of Directors
Lake Don Pedro Community Services District
9751 Merced Falls Road
May 7, 2015 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 the Lake Don Pedro Community Services Board Room, 9751 Merced Falls Rd., La Grange, CA 95329.

Vice President Day called the meeting to order at 1:00 a.m.

Directors present: Ross, Day, Hedge, and Hankemeier

Directors absent: Johnson

Also present: IGM P. Kampa

Also present: Staff S. Marchesiello

2. CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

The Board will confer with its appointed negotiator, General Manager Peter J. Kampa to discuss price, terms and conditions of a potential real estate transaction related to the Emergency Water Supply Project, property location: Mariposa County Assessor's Parcel No. 020-290-009-0.

Closed Session Meeting: 1:12 p.m.

Open Special Meeting 2:32 p.m.

Report out: The Board directed its negotiator to continue negotiations on the property identified as the Medina property with any purchase offer to be contingent upon the well in meeting district requirements.

3. DIRECTORS COMMENTS:

None given

4. ADJOURNMENT: 2:37 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

Regular Meeting Minutes of the Board of Directors
Lake Don Pedro Community Services District
9751 Merced Falls Road
May 18, 2015, 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 Regular Meeting at the Lake Don Pedro Community Services Board Room, 9751 Merced Falls Rd., La Grange, CA 95329.

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

Directors present: Johnson, Ross, Day, Hedge, and Hankemeier

Also present: IGM P. Kampa

Also present: Staff S. Marchesiello

Director Day left the meeting at 1:43 p.m.

2. PUBLIC COMMENT:

There were two public comments

3. PRESENTATION ONLY:

a. Presiding Officer's Report

None given at this time

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

Presented by IGM P. Kampa

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

Presented by IGM P. Kampa

d. Report: Director Ross JPIA Meeting

Presented by Director Ross (see attached)

e. Report Directors Hankemeier / Day MID Meeting

Presented by Director Hankemeier

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 Treasurer's Report

b. Approval of the Minutes:

April 20, 2015 Regular Board Meeting

Motion: To approve the consent calendar

Votes: Carried 4-0

First: Hankemeier

Second: Ross

Ayes: Hankemeier, Ross, Johnson, and Hedge

Nays: None

5. DISCUSSION AND ACTION ITEMS:

- a. Report on the Water Supply Emergency Status and progress on emergency water supply projects.
Presented by IGM P. Kampa (See attached)
- b. Consideration of the purchase of real property necessary for the emergency water supply project with funds from District reserves.

Motion: To approve the recommended motion to approve expenditures from existing District capital reserves in an amount not to exceed \$300,000 without further Board authorization, for emergency groundwater well project expenses

Votes: Carried 4-0

First: Hankemeier Second: Hedge

Ayes: Hankemeier, Hedge, Ross, and Johnson

Nays: None

- c. Consideration of development of a Water Conservation Plan and /or limitations on outside irrigation to two days per week in compliance with the State Water Resources Control board, Emergency Water Conservation regulations adopted May 5, 2015

Motion: To approve / adopt a two day watering schedule

Votes: Carried 4-0

First: Johnson Second: Hankemeier

Ayes: Johnson, Hankemeier, Hedge, and Ross

Nays: None

- d. Consideration of amendments to the current water conservation requirements detailed in Resolution 2015-15, to achieve consistency and compliance with the State Water Resources Control Board emergency drought regulations.

Motion: To approve the recommended motion to amend the District's mandatory water conservation requirements contained in Resolution 2015-15 as follows, with the other water use restrictions remaining unchanged:

Ornamental landscape irrigation with potable water is limited to two days per week according to the following schedule:

Tuesdays and Saturdays – odd numbered addresses

Wednesdays and Sundays – even numbered addresses

No outdoor watering on Mondays, Thursday & Fridays

Irrigating outdoors during, and within 48 hours after, measurable rainfall is prohibited. This will be effective as of June 1st and communication to the public within 7 days of that date and a scheduled community meeting to follow, and in the event the projections change adjustments will be made

Votes: Carried 3-1

First: Hankemeier Second: Johnson

Ayes: Hankemeier, Johnson, and Hedge

Nays: Ross

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Treasurer's Report

Reporting Period: May 2015

The district ended the month of May 2015 with the following balances in our accounts:

* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$ 162,092	
Total Restricted:		<u>\$ 162,092</u>
Unrestricted:		
Checking	\$ (17,764)	
Money Market - Working Capital	\$ 1,282,145	
Petty Cash	<u>\$ 125</u>	
Total Unrestricted:		<u>\$ 1,264,506</u>
Total Restricted & Unrestricted:		<u>\$ 1,426,598</u>

The district ended May 2015 with the following amounts affecting our financial status:

	May-2015	Year to Date
Sales & Business Revenue:	\$ 109,406	\$ 1,335,291
Total Operating Expenses:	\$ (151,551)	\$ (1,239,482)
Non-Operating Income/Expense:	\$ (13,942)	\$ (298,707)
Change in Net Assets (P&L):	\$ (56,087)	\$ (202,898)
Net Cash Flow:	\$ (41,256)	\$ (94,537)

Accounts Receivable:

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	Accrued A/R
Current	\$ 32,536	\$ -	\$ -	\$ 93,140
> 30 Days	\$ 954	\$ -	\$ -	\$ -
> 60 Days	\$ 7,837	\$ -	\$ 58	\$ -
> 90 Days	\$ 3,843	\$ -	\$ 8	\$ -
> 120 Days	\$ 14,534	\$ 189,870	\$ 17,580	\$ -
Credits	\$ (15,987)			
Total	\$ 43,717	\$ 189,870	\$ 17,646	\$ 93,140
Total Combined	\$ 326,727		\$ 17,646	
 G/L Balance	 \$ 326,727		 \$ 17,646	
Difference	\$ -		\$ -	

* Amount of availability payments received: \$189,870

* Amount of availability payments outstanding: \$0

Accounts Payables:

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 102,720	\$ -	\$ 8,300
> 30 Days	\$ -	\$ -	\$ 4,185
> 60 Days	\$ -	\$ -	\$ 4,576
> 90 Days	\$ -	\$ -	\$ 10,499
Credits	\$ -	\$ -	\$ -
Total	\$ 102,720	\$ -	\$ 27,560
 G/L Balance	 \$ 102,720	 \$ -	 \$ 27,560
Difference	\$0	\$0	\$0

Statement of Revenues and Expenses (P&L)
May 2015 & Year-To-Date Versus 6/30/15 Budget

		May	2014-2015	YTD vs	2014-2015	Remaining
		May-15	YTD	Budget %	Budget	Budget
Revenue						
01-0-3010-301	Meter Reconnection Fee	-	15,000	60.00%	25,000	10,000
01-0-3010-302	Donated Capital - Meters Curre	-	10,000	50.00%	20,000	10,000
01-0-4010-400	Water Sales Residential	15,036	270,565	70.28%	385,000	114,435
01-0-4010-402	Water Availability Revenue	15,823	174,076	91.66%	189,908	15,832
01-0-4010-403	Water Service Charges	78,198	862,300	95.37%	904,186	41,886
01-0-4020-410	Interest Income - LAIF	-	395	79.07%	500	105
01-0-4020-413	Int Inc Penalties - Customer	1,172	19,897	79.59%	25,000	5,103
01-0-4020-414	Transfer Fee Income	350	6,494	75.52%	8,600	2,106
01-0-4020-415	Other Income	4,753	(20,253)	-139.68%	14,500	34,753
01-0-4020-416	Meter Set Fee	-	4,500	112.50%	4,000	(500)
01-0-4020-417	Interest Income Guaranty Fed	30	345	39.86%	865	520
01-0-4020-900	Hydrant Service Charge	-	-	0.00%	100	100
01-0-4020-901	Hydrant Rental	-	40	25.00%	160	120
01-0-4020-902	Hydrant Consumption	-	997	302.18%	330	(667)
01-0-4020-999	Avail Fee Income	-	1,318	0.00%	-	(1,318)
01-0-4040-100	Lease Fee	1,800	20,700	414.00%	5,000	(15,700)
01-0-4050-575	Office Fire Reimbursement	-	-	0.00%	18,046	18,046
TOTAL REVENUE		117,161	1,366,375	85.33%	1,601,195	234,820
Expenses						
01-1-5010-100	Regular Pay - Plant	8,835	135,333	79.48%	170,269	34,936
01-1-5010-101	Overtime Pay	865	15,951	93.83%	17,000	1,049
01-1-5010-102	Sick Pay	1,162	5,891	89.96%	6,549	658
01-1-5010-104	Vacation Pay	327	5,273	69.26%	7,614	2,341
01-1-5010-105	Holiday Pay	-	8,277	84.26%	9,823	1,546
01-1-5010-200	PERS	837	9,824	57.47%	17,094	7,270
01-1-5010-201	FICA/Medicare	856	13,565	83.93%	16,161	2,596
01-1-5010-202	SUI	-	1,736	72.33%	2,400	664
01-1-5010-203	Health Insurance	4,443	47,767	95.19%	50,182	2,415
01-1-5010-204	Workers Compensation	466	3,022	27.48%	11,000	7,978
01-1-5010-206	Dental Insurance	390	3,847	92.17%	4,174	327
01-1-5010-207	Vision Care	65	65	13.00%	500	435
01-1-5010-546	Travel, Meetings & Mileage	-	73	29.38%	250	177
01-1-5020-501	Lease Of Equipment	-	369	6.96%	5,300	4,931
01-1-5020-510	Repair & Maintenance - Plant	3,557	19,456	114.45%	17,000	(2,456)
01-1-5020-511	Repair & Maintenance - Vehicle	2,150	12,188	64.15%	19,000	6,812
01-1-5020-512	Repair & Maintenance - Distribution	4,039	32,426	121.45%	26,700	(5,726)
01-1-5020-515	R&M Transmission - Intake	-	23,107	-	-	-
01-1-5020-516	R&M Transmission - Well #1	-	-	-	-	-
01-1-5020-517	R&M Transmission - Well #2	-	-	-	-	-
01-1-5020-518	R&M Transmission - 10" Irrigation	-	9,461	-	-	-
01-1-5020-520	Small Tools & Equipment	136	1,607	80.36%	2,000	393
01-1-5020-522	Gas, Oil & Lubricant - Plant	1,322	18,351	93.63%	19,600	1,249
01-1-5020-524	Health & Safety	468	9,316	172.52%	5,400	(3,916)
01-1-5020-529	Telephone - T & D	410	4,739	155.39%	3,050	(1,689)
01-1-5020-535	Water Supply Emergency 2014	83,337	197,168	-	-	-
01-1-5020-544	Water Testing Fees	-	10,085	95.73%	10,535	450
01-1-5020-545	Water System Fees	-	17,887	149.06%	12,000	(5,887)
01-1-5020-548	Water Testing Materials	-	653	12.55%	5,200	4,547
01-1-5021-521	Water Treatment Chemicals	-	43,019	95.60%	45,000	1,981
01-1-5021-524	P G & E Power - Office	252	1,815	60.50%	3,000	1,185
01-1-5021-525	P G & E Power - Intake	-	97,275	81.06%	120,000	22,725
01-1-5021-526	P G & E Power - Well	890	6,076	151.90%	4,000	(2,076)
01-1-5021-527	P G & E Power - Water Treatment	7,676	30,956	93.81%	33,000	2,044

		May	2014-2015	YTD vs	2014-2015	Remaining
		May-15	YTD	Budget %	Budget	Budget
				vs Budget %		
01-1-5021-528	P G & E Power - Distribution	1,364	25,028	4.91%	27,800	2,772
01-1-5021-561	Purchased Water Actual-mid-p	6,682	100,321	7.34%	91,030	(9,291)
01-1-5023-533	Outside Services	127	2,978	5.71%	2,220	(758)
01-1-5023-535	Fire Protection/Weed Control	-	80	0.00%	600	520
01-1-5023-536	Cleaning Services	-	-	0.00%	1,000	1,000
01-1-5023-537	Pest Control	32	320	6.40%	500	180
01-1-5023-538	Engineering Services	-	-	0.00%	7,100	7,100
01-1-5023-539	Employee Education	112	292	14.89%	750	458
01-1-5024-540	Memberships	-	6,866	0.00%	1,300	(5,566)
01-1-5024-541	Subscriptions	-	-	0.00%	200	200
01-1-5024-542	Publications	-	322	0.00%	1,200	878
01-1-5024-543	Licenses, Permits & Cert.	-	425	0.00%	2,320	1,895
01-1-5032-583	Depreciation Expense	14,567	158,710	7.67%	190,000	31,290
01-2-6010-100	Regular Pay - Administration	5,231	57,696	6.79%	77,044	19,348
01-2-6010-101	Overtime Pay	284	3,189	8.10%	3,500	311
01-2-6010-102	Sick Pay	-	-	0.00%	2,160	2,160
01-2-6010-104	Vacation Pay	-	1,762	0.00%	4,320	2,558
01-2-6010-105	Holiday Pay	-	2,687	0.00%	2,808	122
01-2-6010-200	PERS	455	5,411	5.99%	7,597	2,186
01-2-6010-201	FICA/Medicare	428	5,242	6.23%	6,872	1,630
01-2-6010-202	SUI	62	783	4.74%	1,300	517
01-2-6010-203	Health Insurance	1,520	16,993	8.04%	18,900	1,907
01-2-6010-204	Workers Compensation	46	299	4.85%	950	651
01-2-6010-206	Dental Insurance	159	1,615	9.37%	1,700	85
01-2-6010-207	Vision Care	-	-	0.00%	200	200
01-2-6010-546	Travel, Meetings & Mileage	-	704	0.00%	200	(504)
01-2-6020-512	Propane	-	66	0.00%	1,000	934
01-2-6020-515	Customer Billing Supplies	-	458	0.00%	2,000	1,542
01-2-6020-529	Telephone - Admin	471	4,811	8.89%	5,300	489
01-2-6020-530	Office Supplies	363	2,276	9.08%	4,000	1,724
01-2-6020-531	Postage	555	7,204	6.94%	7,995	791
01-2-6023-531	Computer IT	1,012	18,414	1.26%	80,000	61,586
01-2-6023-532	R & M Equipment	-	104	0.00%	600	496
01-2-6023-533	Outside Services	6,250	75,092	18.52%	33,750	(41,342)
01-2-6023-535	Office Cleaning Serv	100	1,460	6.67%	1,500	40
01-2-6023-536	Legal Services	-	21,951	0.00%	36,000	14,049
01-2-6023-537	Audit Services	-	7,000	0.00%	15,000	8,000
01-2-6023-538	Engineering Services	-	-	0.00%	-	-
01-2-6023-539	Employee Education	-	-	0.00%	900	900
01-2-6024-540	Memberships	-	2,815	0.00%	12,000	9,185
01-2-6024-541	Subscriptions	-	-	0.00%	300	300
01-2-6024-542	Publications	-	1,079	0.00%	3,375	2,296
01-2-6024-543	Licenses, Permits & Cert.	-	-	0.00%	1,000	1,000
01-2-6024-547	County Fees	-	1,926	0.00%	2,000	74
01-3-6025-100	Regular Pay	900	9,100	11.39%	7,900	(1,200)
01-3-6025-201	FICA/Medicare	69	696	7.50%	918	222
01-3-6025-202	SUI	-	-	0.00%	300	300
01-3-6025-204	Workers Compensation	-	-	0.00%	113	113
01-3-6025-546	Travel, Meetings & Mileage	-	-	0.00%	400	400
01-3-6025-550	Board Meeting Expense	-	-	0.00%	1,300	1,300
01-3-6025-555	Board Election Expenses	-	-	0.00%	2,700	2,700
01-9-6030-100	Regular Pay - Non-Departmental	-	23,191	0.00%	85,000	61,809
01-9-6030-102	Sick Pay	-	-	0.00%	3,269	3,269
01-9-6030-104	Vacation Pay	-	4,008	0.00%	3,269	(739)
01-9-6030-105	Holiday Pay	-	654	0.00%	4,904	4,250
01-9-6030-106	Other Pay	-	1,364	0.00%	5,700	4,336
01-9-6030-200	PERS	-	2,388	0.00%	8,487	6,099

		May	2014-2015	YTD vs	2014-2015	Remaining
		May-15	YTD	Budget %	Budget	Budget
01-9-6030-201	FICA/Medicare	-	2,319	31.43%	7,378	5,059
01-9-6030-202	SUI	-		0.00%	1,000	1,000
01-9-6030-203	Health Insurance	-	-	0.00%	-	-
01-9-6030-204	Workers Compensation	-		0.00%	1,000	1,000
01-9-6030-206	Dental Insurance	-		0.00%	-	-
01-9-6030-207	Vision Care	-		0.00%	300	300
01-9-6030-546	Travel, Meetings & Mileage	-		0.00%	1,500	1,500
01-9-6030-569	Credit Card Service Charges	359	4,143	103.57%	4,000	(143)
01-9-6030-570	Bank Service Charges	-	-	0.00%	800	800
01-9-6030-572	Business Insurance Expense	2,488	27,371	95.20%	28,750	1,379
01-9-6030-576	Misc Other Expense	21	4,281	77.84%	5,500	1,219
01-9-6030-577	Retired Employee Health	2,573	32,766	81.30%	40,300	7,534
01-9-6030-580	Retired EE Benefit Expense			0.00%	170,000	170,000
01-9-6030-584	SWRCB Well #2	-	2,500			
01-9-6030-585	State Water Board Barge Reimb	-	212			
01-9-6030-586	Dept of Water Resources	-	79,810			
01-9-6030-587	State Revolving Fund					
01-9-6031-580	Interest Long Term Debt	4,260	48,523	90.49%	53,624	5,101
01-9-6031-581	Other Interest Charges			0.00%	100	100
01-9-6032-583	Depreciation Expense	276	2,987	49.78%	6,000	3,013
TOTAL EXPENSES		173,249	1,569,272	89.74%	1,748,604	179,332
Total Revenue		117,161	1,366,375	85.33%	1,601,195	234,820
Total Expense		173,249	1,569,272	89.74%	1,748,604	179,332
Net Income / (Loss)		(56,087)	(202,898)	137.64%	(147,409)	55,489

* Total income and expenses are different from the Statement of Revenue & Expenses due to how the finance and non-operating income are combined. Net income is identical.

Budget Amendment 3-16-15

01-0-1090-204	McClure Deep Wtr Intake Feasibility	50,000
01-0-1090-216	Meter Upgrade Project Completion	15,000
01-0-1090-312	Barge Improvement	15,000
01-0-1090-312	2nd Booster at Intake Station	75,000
01-9-6030-584	SWRCB Well #2	202,800
01-9-6030-586	Dept of Water Resources	200,000
Future SRF	Well No. 3 and 4	1,200,000
01-1-5020-511	Increased Eq. Maint (Rolling Rock)	20,000
01-1-5020-512	Distribution System Rep & Maint	20,000
01-1-5020-512	Contract Leak Repairs	18,000
01-1-6010-100	Regular Pay - Administration	3,000
01-1-6010-101	Overtime Pay	1,000
01-1-5010-100	Regular Pay - Plant	4,000
01-1-5010-101	Overtime Pay	2,000

*3/16/15 Budget amendment not reflected in the original budget above.

LDFPCSD CASH AVAILABILITY AND BANK RECONCILIATION as of month ending 5/31/2015
(exclude petty cash @\$125)

	4/30/2015	Checking	MM	Invest/LAIF	Petty Cash	Total
Begin Balance (Last Pd. Ending)		54,727	1,250,910	162,092	125	1,467,854
A/P - Checks Issued (list attached)		(143,611)				(143,611)
Payroll - Checks & Direct Deposits		(12,752)				(12,752)
Payroll Wires - Taxes & Benefits		(8,128)				(8,128)
Cash receipts			123,654			123,654
Transfer in/-out		92,000	(92,000)			
Bank charges			(449)			(449)
Interest Income			30			30
Misc (deposit/-withdrawal)						
Voided Checks from Current Month						
Accrue bank deposit adjustment						
Ending Balance	5/31/2015	(17,764)	1,282,145	162,092	125	1,426,598
Reconcile: cash in transit			(46,302)			(46,302)
outstanding checks		89,850				89,850
misc: ach credit /debit						
misc: corrections to come						
Bank Balance (verified against bank statements)		72,086	1,235,843	162,092	125	1,470,146
Restricted:				162,092		162,092
Unrestricted:		(17,764)	1,282,145		125	1,264,506
Resolution: Emergency						
Project replacement						

		<u>Amount</u>
& Engineering Inc, Golden State Surveying		
000488 & Engineering Inc, Golden Stat		
Ck. 21608	05/13/15	
Inv. 8850		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Golden State Surveying services	3,042.42
Inv. 8850 Total		3,042.42
Ck. 21608 Total		3,042.42
000488	& Engineering Inc, Golden State Surveying	3,042.42
& Engineering Inc, Golden Stat		3,042.42
 ACWA/JPIA		
000165 ACWA/JPIA		
Ck. 21603	05/08/15	
Inv. 0350078		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/15	Margaret	484.74
04/30/15	Janet	484.74
04/30/15	Joseph Santana	746.42
04/30/15	Cody Seldon	746.42
04/30/15	Kyle Hoover	746.42
04/30/15	Connie	801.96
04/30/15	Daniel	801.96
04/30/15	Cynthia Marchesiello	1,519.78
04/30/15	Randal Gilgo	2,203.90
Inv. 0350078 Total		8,536.34
Ck. 21603 Total		8,536.34
000165	ACWA/JPIA	8,536.34
ACWA/JPIA		8,536.34
 AQUA LAB		
000012 AQUA LAB		
Ck. 21601	05/08/15	
Inv. 14136		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/15	AquaLab testing fees	540.00
Inv. 14136 Total		540.00
Ck. 21601 Total		540.00
000012	AQUA LAB	540.00
AQUA LAB		540.00
 AQUA SIERRA CONTROLS, INC		
000196 AQUA SIERRA CONTROLS, INC		
Ck. 21609	05/20/15	
Inv. 26191		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/15	New Data Flow Systems	52,856.04
Inv. 26191 Total		52,856.04

		<u>Amount</u>
Ck. 21609 Total		52,856.04
Ck. 21610	05/20/15	
Inv. 25670		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/15	New network based RTU for plant	5,321.97
Inv. 25670 Total		5,321.97
Ck. 21610 Total		5,321.97
Ck. 21611	05/20/15	
Inv. 26188		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/15	Aqua Sierra Controls invoice #26188	9,855.76
Inv. 26188 Total		9,855.76
Ck. 21611 Total		9,855.76
000196	AQUA SIERRA CONTROLS, INC	68,033.77
AQUA SIERRA CONTROLS, INC		68,033.77
AT&T		
000136	AT&T	
Ck. 21619	05/27/15	
Inv. 209852-23314566		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/15	AT&T telephone service	192.53
05/11/15	AT&T telephone service	471.35
Inv. 209852-23314566 Total		663.88
Ck. 21619 Total		663.88
000136	AT&T	663.88
AT&T		
BENITEZ, MR/MRS JOHN		
UB*10387	BENITEZ, MR/MRS JOHN	
Ck. 21589	05/05/15	
Inv.		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Refund check	98.24
Inv. Total		98.24
Ck. 21589 Total		98.24
UB*10387	BENITEZ, MR/MRS JOHN	98.24
BENITEZ, MR/MRS JOHN		
BINKLEY ASSOCIATES, INC		
000106	BINKLEY ASSOCIATES, INC	
Ck. 21623	05/27/15	
Inv. 05-15-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/27/15	Binkley water drought services for April	2,065.00

		<u>Amount</u>
Inv. 05-15-02	Total	2,065.00
Ck. 21623	Total	2,065.00
000106	BINKLEY ASSOCIATES, INC	2,065.00
BINKLEY ASSOCIATES, INC		2,065.00
CANEPA AND SONS INC		
014384	CANEPA AND SONS INC	
Ck. 21596	05/08/15	
Inv. 00-8616		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/24/15	Canepa & Sons pump installation	7,850.00
Inv. 00-8616	Total	7,850.00
Ck. 21596	Total	7,850.00
014384	CANEPA AND SONS INC	7,850.00
CANEPA AND SONS INC		7,850.00
CHEMCO PRODUCTS COMPANY		
000025	CHEMCO PRODUCTS COMPANY	
Ck. 21598	05/08/15	
Inv. 83556		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/28/15	Chemco water chemicals	5,194.06
Inv. 83556	Total	5,194.06
Ck. 21598	Total	5,194.06
000025	CHEMCO PRODUCTS COMPANY	5,194.06
CHEMCO PRODUCTS COMPANY		5,194.06
D & D PEST CONTROL *		
000118	D & D PEST CONTROL *	
Ck. 21617	05/27/15	
Inv. 0344780		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/15	D&D pest control services	32.00
Inv. 0344780	Total	32.00
Ck. 21617	Total	32.00
000118	D & D PEST CONTROL *	32.00
D & D PEST CONTROL *		32.00
DAY, MR/MRS CHARLES		
UB*10388	DAY, MR/MRS CHARLES	
Ck. 21590	05/05/15	
Inv.		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Refund check	2.70
05/01/15	Refund check	148.54

	<u>Amount</u>
Inv. Total	151.24
Ck. 21590 Total	151.24
UB*10388 DAY, MR/MRS CHARLES	151.24
DAY, MR/MRS CHARLES	151.24
FRANCIS, GINA	
UB*10392 FRANCIS, GINA	
Ck. 21594 05/05/15	
Inv.	
<u>Line Item Date</u> <u>Line Item Description</u>	
05/01/15 Refund check	53.00
05/01/15 Refund check	64.66
Inv. Total	117.66
Ck. 21594 Total	117.66
UB*10392 FRANCIS, GINA	117.66
FRANCIS, GINA	117.66
GENERAL PLUMBING SUPPLY CO., I	
000067 GENERAL PLUMBING SUPPLY CO., I	
Ck. 21600 05/08/15	
Inv. S3901174.001	
<u>Line Item Date</u> <u>Line Item Description</u>	
04/27/15 General Plumbing Supply repairs	16.89
Inv. S3901174.001 Total	16.89
Ck. 21600 Total	16.89
000067 GENERAL PLUMBING SUPPLY CO., I	16.89
GENERAL PLUMBING SUPPLY CO., I	16.89
GRISWOLD, LaSALLE, COBB, DOWD	
000203 GRISWOLD, LaSALLE, COBB, DOWD	
Ck. 21597 05/08/15	
Inv. 17983	
<u>Line Item Date</u> <u>Line Item Description</u>	
04/25/15 Griswold general matters	127.60
Inv. 17983 Total	127.60
Inv. 17983.104	
<u>Line Item Date</u> <u>Line Item Description</u>	
04/25/15 Griswold employment litigation	3,635.40
Inv. 17983.104 Total	3,635.40
Ck. 21597 Total	3,763.00
000203 GRISWOLD, LaSALLE, COBB, DOWD	3,763.00
GRISWOLD, LaSALLE, COBB, DOWD	3,763.00

			<u>Amount</u>
J&S ENTERPRISE			
UB*10393 J&S ENTERPRISE			
Ck. 21595	05/05/15		
Inv.			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/15	Refund check		3.56
05/01/15	Refund check		16.00
Inv. Total			19.56
Ck. 21595 Total			19.56
UB*10393 J&S ENTERPRISE			19.56
J&S ENTERPRISE			19.56
KAMPA COMMUNITY SOLUTIONS LLC			
0003221 KAMPA COMMUNITY SOLUTIONS LLC			
Ck. 21605	05/08/15		
Inv. Emergency 4			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/15	Kampa water drought services		7,280.00
Inv. Emergency 4 Total			7,280.00
Ck. 21605 Total			7,280.00
Ck. 21616	05/27/15		
Inv. 2015-LDPCSD-5			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/06/15	Kampa managerial services		6,250.00
Inv. 2015-LDPCSD-5 Total			6,250.00
Ck. 21616 Total			6,250.00
0003221 KAMPA COMMUNITY SOLUTIONS LLC			13,530.00
KAMPA COMMUNITY SOLUTIONS LLC			13,530.00
KKI CORPORATION			
000065 KKI CORPORATION			
Ck. 21604	05/08/15		
Inv. 87168			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/23/15	KKI Corp meter project		4,995.72
Inv. 87168 Total			4,995.72
Ck. 21604 Total			4,995.72
Ck. 21613	05/20/15		
Inv. 950417			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/15	KKI general support		33.75
05/01/15	KKI water emergency 2014		276.75
Inv. 950417 Total			310.50
Ck. 21613 Total			310.50

			<u>Amount</u>
Ck. 21615	05/27/15		
	Inv. 00506115		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	05/20/15	KKI June service agreement	145.00
	Inv. 00506115	Total	145.00
Ck. 21615	Total		145.00
000065	KKI CORPORATION		5,451.22
KKI CORPORATION			5,451.22
Kyle Hoover			
0004277	Kyle Hoover		
Ck. 21622	05/27/15		
	Inv.		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	05/19/15	Kyle Hoover vision care reimbursement	65.00
	Inv. Total		65.00
Ck. 21622	Total		65.00
0004277	Kyle Hoover		65.00
Kyle Hoover			65.00
LAWSON & SON BACKHOE & GRADIN			
000047	LAWSON & SON BACKHOE & GRADIN		
Ck. 21585	05/05/15		
	Inv. 7382		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	04/30/15	Lawson & Son repairs	495.00
	Inv. 7382	Total	495.00
Ck. 21585	Total		495.00
000047	LAWSON & SON BACKHOE & GRADIN		495.00
LAWSON & SON BACKHOE & GRADIN			495.00
MARIPOSA COUNTY			
000338	MARIPOSA COUNTY		
Ck. 21588	05/05/15		
	Inv.		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	04/30/15	Mariposa county permit fee	300.25
	Inv. Total		300.25
Ck. 21588	Total		300.25
000338	MARIPOSA COUNTY		300.25
MARIPOSA COUNTY			300.25

		<u>Amount</u>
MESCAR, DEANNA		
UB*10391 MESCAR, DEANNA		
Ck. 21593	05/05/15	
Inv.		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Refund check	79.10
Inv. Total		79.10
Ck. 21593 Total		79.10
UB*10391	MESCAR, DEANNA	79.10
MESCAR, DEANNA		79.10
MO CAL OFFICE SOLUTIONS		
000585 MO CAL OFFICE SOLUTIONS		
Ck. 21607	05/08/15	
Inv. AR215507		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/15	Mo cal office supplies	7.00
Inv. AR215507 Total		7.00
Ck. 21607 Total		7.00
000585	MO CAL OFFICE SOLUTIONS	7.00
MO CAL OFFICE SOLUTIONS		7.00
MOUNTAIN ALARM INC		
000623 MOUNTAIN ALARM INC		
Ck. 21586	05/05/15	
Inv. 0102081		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/24/15	Mountain Alarm Plant Bldg	10.00
Inv. 0102081 Total		10.00
Inv. 0102082		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/24/15	Mountain Alarm Board Bldg	10.00
Inv. 0102082 Total		10.00
Ck. 21586 Total		20.00
Ck. 21621	05/27/15	
Inv. 0102439		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/15	Mountain Alarm plant bldg	156.00
Inv. 0102439 Total		156.00
Inv. 0102440		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/15	Mountain Alarm board bldg	156.00
Inv. 0102440 Total		156.00
Inv. 0102463		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/15	Mountain Alarm admin bldg	156.00
Inv. 0102463 Total		156.00

Ck. 21621 Total Amount
468.00

000623 MOUNTAIN ALARM INC 488.00

MOUNTAIN ALARM INC 488.00

**PACIFIC GAS & ELECTRIC
000105 PACIFIC GAS & ELECTRIC**

Ck. 21602 05/08/15

Inv. 7043447813-0

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/29/15	Water tank	13.34
04/29/15	Water Tank Press	22.36
04/29/15	Arbolada Boost	28.41
04/29/15	Alamo Booster	39.18
04/29/15	Tulipan Way	81.94
04/29/15	Office	123.67
04/29/15	Coronado Booster	175.57
04/29/15	Central Station	436.68
04/29/15	Enebro Boos	451.99
04/29/15	Well	659.82
04/29/15	WTR Treatment Plant	1,373.28
04/29/15	SE NW 26 3 15	4,758.80
Inv. 7043447813-0	Total	8,165.04

Ck. 21602 Total 8,165.04

000105 PACIFIC GAS & ELECTRIC 8,165.04

PACIFIC GAS & ELECTRIC 8,165.04

**Rory Drake
0003317 Rory Drake**

Ck. 21614 05/20/15

Inv.

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/15	reimbursement for coolant	37.58
Inv. Total		37.58

Ck. 21614 Total 37.58

0003317 Rory Drake 37.58

Rory Drake 37.58

**SCOTT, MR. & MRS. JEREMY
UB*10390 SCOTT, MR. & MRS. JEREMY**

Ck. 21592 05/05/15

Inv.

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Refund check	9.45
05/01/15	Refund check	48.21
Inv. Total		57.66

Ck. 21592 Total 57.66

UB*10390 SCOTT, MR. & MRS. JEREMY 57.66

		<u>Amount</u>
SCOTT, MR. & MRS. JEREMY		57.66
SDRMA Wrk Comp/QTR		
000110 SDRMA Wrk Comp/QTR		
Ck. 21620	05/27/15	
Inv. 50902		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/15	SDRMA workers comp	6,631.88
Inv. 50902 Total		6,631.88
Ck. 21620 Total		6,631.88
000110	SDRMA Wrk Comp/QTR	6,631.88
SDRMA Wrk Comp/QTR		6,631.88
Sierra Telephone		
101000 Sierra Telephone		
Ck. 21618	05/27/15	
Inv. 1900012840		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/15	Sierra telephone service	50.50
Inv. 1900012840 Total		50.50
Ck. 21618 Total		50.50
101000	Sierra Telephone	50.50
Sierra Telephone		50.50
SPRINGBROOK SOFTWARE, INC.		
000049 SPRINGBROOK SOFTWARE, INC.		
Ck. 21584	05/05/15	
Inv. INV30562		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/02/15	Springbrook meter reading interface	3,960.00
Inv. INV30562 Total		3,960.00
Ck. 21584 Total		3,960.00
000049	SPRINGBROOK SOFTWARE, INC.	3,960.00
SPRINGBROOK SOFTWARE, INC.		3,960.00
STAMPS, MR/MRS EMMETT		
UB*10389 STAMPS, MR/MRS EMMETT		
Ck. 21591	05/05/15	
Inv.		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Refund check	8.00
05/01/15	Refund check	81.00
Inv. Total		89.00
Ck. 21591 Total		89.00
UB*10389	STAMPS, MR/MRS EMMETT	89.00

		<u>Amount</u>
STAMPS, MR/MRS EMMETT		89.00
TOTAL WASTE SYSTEMS MARIPOSA		
000564 TOTAL WASTE SYSTEMS MARIPOSA		
Ck. 21606	05/08/15	
Inv. 101835		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/15	Total Waste services	126.72
Inv. 101835 Total		126.72
Ck. 21606 Total		126.72
000564	TOTAL WASTE SYSTEMS MARIPOSA	126.72
TOTAL WASTE SYSTEMS MARIPOSA		126.72
USPS		
000076 USPS		
Ck. 23215	05/06/15	
Inv. 05062015		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/06/15	Postage for May UB Billing	435.40
Inv. 05062015 Total		435.40
Ck. 23215 Total		435.40
Ck. 23216	05/06/15	
Inv. 05062015		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/06/15	2 Rolls Stamps & 40 Post Card Stamps	111.60
Inv. 05062015 Total		111.60
Ck. 23216 Total		111.60
000076	USPS	547.00
USPS		547.00
VALERO MARKETING & SUPPLY		
000091 VALERO MARKETING & SUPPLY		
Ck. 21612	05/20/15	
Inv. 6948		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/07/15	Joseph valero activity	429.84
05/07/15	Randy valero activity	536.51
Inv. 6948 Total		966.35
Ck. 21612 Total		966.35
000091	VALERO MARKETING & SUPPLY	966.35
VALERO MARKETING & SUPPLY		966.35
Warmerdam CPA Group		
702 Warmerdam CPA Group		
Ck. 21599	05/08/15	
Inv. 13048		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/15	Warmerdam accounting fees	2,440.00

	<u>Amount</u>
Inv. 13048 Total	2,440.00
Ck. 21599 Total	2,440.00
702 Warmerdam CPA Group	2,440.00
Warmerdam CPA Group	2,440.00
Total	143,611.36

LDPCSD Financials**Statement of Net Assets (Balance Sheet)****Asset :****for the month ending May 31, 2015**

Cash and investments	\$	1,426,598
Restricted cash	\$	-
Accts Receivable net of res	\$	135,661
Inventory	\$	69,646
Prpd expense & deposits	\$	18,279
Other assets		
Total current assets	\$	1,650,184
Property, plant & equipment	\$	9,081,656
less depreciation	\$	(6,485,330)
C I P	\$	683,623
Net P P & E	\$	3,279,949
Other L T Assets		
Total Assets	\$	4,930,133
Liabilites:		
Accounts payable	\$	102,720
Interest payable	\$	10,650
Water Accrual	\$	27,560
L T debt, current	\$	68,659
Total current liab	\$	209,589
L T debt		
Post Retirment Benefit	\$	749,138
Muni Loan	\$	1,034,065
less current above	\$	(68,659)
Total Liabilites	\$	1,924,133
Net assets	\$	3,006,000
Total liab & net ass't	\$	4,930,133

LDPCSD**Statement of Revenue & Expenses (P&L)
for the month ending May 31, 2015**

	Plan
(- unfavorable except inc)	
Sales & Business revenue	\$ 109,406
Water, mat'ls, elect & testing	\$ 16,612
Value-add cont'n (output)	\$ 92,794
Value-add ratio	0.61
Compensation expense	\$ 29,004
Other direct prod'n exp	\$ 12,352
Other direct office exp	\$ 9,004
Professional support	\$ -
Water Drought exp	\$ 83,337
Rent, Ins, Tech/legal req'd	\$ 2,488
Other operating expense	\$ (4,507)
Dep'n/Amort'n expense	\$ 14,843
Finance & related (inc -)	\$ 3,418
Board of Directors' expense	\$ 969
Transfer out	\$ -
Total Prod'n Exp (input)	\$ 150,908
Net Contribution from prod'n	\$ (58,114)
Non-oper income (-)/exp	\$ (2,027)
Change in net assets (P&L[-])	\$ (56,087)

Statistics:

Acre feet (pumped)- lake

Acre feet (pumped)- well

Acre feet - sold

LDPCSD

Statements of Cash Flows
(indirect method) for the Month ending May 31, 2015
(- unfavorable) Plan

Chng in net assets (P&L)	\$	(56,087)
Non-cash items in Chng (P&L):		
Dep'n/Amort'n expense	\$	14,843
Other non-cash items		
net cash flow	\$	(41,244)
Working Capital changes:		
Accts Rec	\$	5,825
Inventories	\$	-
Prpd & deposits	\$	(10,613)
Accts pay & Acc'd Payroll	\$	64,368
Water Accrual and Interest Accrual	\$	10,943
net cash flow	\$	29,279
P P & E purchased	\$	-
C I P purchases	\$	(70,535)
less new loans acquired		
net cash flow	\$	(41,256)
Finance & other activities:		
L T loan payments	\$	-
Other	\$	-
Cash flow	\$	(41,256)
Beginning cash balance	\$	1,467,854
Ending cash balance	\$	1,426,598

Lake Don Pedro CSD
Water Drought Accounts

Invoice Date	Payee	Water Supply Emergency	SWRCB Well #2	State Water Board	Dept of Water
		2014		Barge Reimb	Resources
		01-1-5020-535	01-9-6030-584	01-9-6030-585	01-9-6030-586
1/27/2015	Binkley Associates	1,706.50			
1/27/2015	Conservation Warehouse	54.50			
1/31/2015	Binkley Associates	332.50			
1/31/2015	Binkley Associates	595.00			
1/31/2015	Binkley Associates	1,517.50			
1/31/2015	Binkley Associates	910.00			
1/31/2015	Binkley Associates	122.50			
1/31/2015	Binkley Associates	181.00			
1/31/2015	Binkley Associates	2,582.00			
1/31/2015	Copy King Printers	641.45			
1/31/2015	Maskell Pipe & Supply	1,746.10			
1/31/2015	Kampa Solutions	4,860.00			
2/16/2015	Binkley Associates	1,400.00			
2/23/2015	Maskell Pipe & Supply	9,199.00			
2/23/2015	Danny Johnson	41.94			
2/24/2015	KKI Corp	2,058.75			
2/25/2015	Canepa and Sons				8,900.00
2/25/2015	Canepa and Sons				12,820.00
2/25/2015	Canepa and Sons				10,400.00
2/25/2015	Canepa and Sons				11,800.00
2/28/2015	Fastenal			162.83	
2/28/2015	Don Pedro Market	36.75			
2/28/2015	Lawson & Son	1,100.00			
3/3/2015	Canepa and Sons				1,250.00
3/3/2015	Canepa and Sons				1,250.00
3/3/2015	Canepa and Sons				1,250.00
3/3/2015	Canepa and Sons				1,250.00
3/3/2015	Canepa and Sons				1,250.00
3/3/2015	Canepa and Sons				10,400.00
3/3/2015	Canepa and Sons				4,640.00
3/6/2015	Union Democrat	116.30			
3/10/2015	Canepa and Sons				9,400.00
3/11/2015	Canepa and Sons				5,200.00
3/17/2015	Griswold	400.40			
3/17/2015	KKI Corp	375.21			
3/17/2015	Danny Johnson	51.93			
3/20/2015	Don Pedro Market	20.78			
3/24/2015	The Source Group Inc		2,500.00		
3/24/2015	Binkley Associates	2,456.00			
3/26/2015	PG&E	1,000.00			
3/30/2015	Waterford Farm Supply			49.49	
3/30/2015	Green Rubber Kennedy Ag	4,448.44			
3/31/2015	The Source Group Inc	8,123.63			
3/31/2015	Kampa Solutions	7,040.00			
3/31/2015	Kennedy Jenks	37,720.80			
3/31/2015	Griswold	1,287.00			
3/31/2015	KKI Corp	324.00			
4/20/2015	Kampa Solutions	6,400.00			
4/28/2015	Binkley Associates	1,540.00			
4/28/2015	The Source Group Inc	1,330.00			
4/30/2015	Springbrook	3,960.00			
4/30/2015	Canepa and Sons	7,850.00			
4/30/2015	Mariposa County	300.25			
5/8/2015	Kampa Solutions	7,280.00			
5/13/2015	Golden State Surveying Ag	3,042.42			
5/20/2015	KKI Corp	276.75			
5/27/2015	Binkley Associates Inc	2,065.00			
5/31/2015	Golden State Surveying	852.10			
5/31/2015	Canepa and Sons	26,520.00			
5/31/2015	Canepa and Sons	38,325.00			
5/31/2015	The Source Group Inc	693.59			
5/31/2015	The Source Group Inc	4,205.50			
5/31/2015	Griswold	77.00			
6/2/2015	Inter County Title Co	5,000.00			
	Totals	202,167.59	2,500.00	212.32	79,810.00
	General Ledger Balance	202,167.59	2,500.00	212.32	79,810.00
	Difference	-	-	-	-

*Previous invoices available upon request

GRISWOLD, LASALLE, COBB, DOWD & GIN, L.L.P.

111 E. SEVENTH STREET
 HANFORD, CA 93230
 Tax ID #94-2342369
 559-584-6656

(W)

Lake Don Pedro Community Services Dist.
 9751 Merced Falls Road
 La Grange, CA 95329

Page: 1
 Billing Date: 05/25/15
 Account No.: RLC 17983

RE: General Matters

<u>DATE</u>	<u>DESCRIPTION</u>	<u>ATTY</u>	<u>TIME</u>	<u>AMOUNT</u>
04/29/15	Telephone conference with P. Kampa re well ordinance.	RLC	0.35	77.00
	TOTAL SERVICES		0.35	\$77.00
	Previous balance			\$127.60
Accounts receivable transactions				
5/19/2015	Payment - Thank You. Check No. 21597			(\$127.60)
	Total payments and adjustments			(\$127.60)

ATTORNEY/PARALEGAL RECAP

<u>Attorney/Paralegal</u>	<u>TIME</u>	<u>RATE</u>	<u>AMOUNT</u>
Raymond Carlson	0.35	220.00	\$77.00

ACCOUNT SUMMARY

Previous Balance	\$127.60
New Payments/Adjustments	(\$127.60)
New Services	\$77.00
New Expenses	\$0.00
New Interest	\$0.00
CURRENT BALANCE DUE	\$77.00

RECEIVED
 JUN 9 1 2015
 BY: AB

Acct. # 01-1-5020-52

This invoice does not reflect payments received after the Billing Date set forth above.

TERMS: Due and payable upon receipt of invoice. A late payment charge of 1 1/2% per month (18% Annual Rate) will be imposed on all past due accounts.



Invoice

Mr. Peter Kampa, General Manager
Lake Don Pedro Community Services
P.O. Box 3221
Sonora, CA 95370

Invoice Date: Apr 24, 2015
Invoice Num: 501770
Billing Through: Apr 24, 2015

Task 01- Emergency Well Siting Evaluation (01-LDP-001)

Professional Services:

<u>Date</u>	<u>Service</u>	<u>Employee</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
3/30/2015	Principal:	Paul Horton	1.00	\$190.00	\$190.00
4/13/2015	Principal:	Paul Horton	1.00	\$190.00	\$190.00
4/13/2015	Admin:	Tania Cowden	0.50	\$75.00	\$37.50
4/20/2015	Principal:	Paul Horton	2.00	\$190.00	\$380.00
4/22/2015	Project:	Robert Robitaille	1.00	\$130.00	\$130.00
4/23/2015	Project:	Robert Robitaille	12.00	\$130.00	\$1,560.00
4/24/2015	Project:	Robert Robitaille	10.00	\$130.00	\$1,300.00

Total Services: \$3,787.50

Reimbursable Expenses:

4/2015	Equipco Rentals Sales Service	Field Supplies/Equipment (Inv. #01-91907-0)	1.00 @ \$380.00 * 10.00% MU	\$418.00
--------	-------------------------------	---	-----------------------------	----------

Total Expenses: \$418.00

Project (01-LDP-001:Task 01) Total Amount Due: \$4,205.50

Task 02- Stepped-Rate Pumping Test Monitor & Anal (01-LDP-001)

Reimbursable Expenses:

4/24/2015	SECO Controls LLC	Field Services (Inv. #140471)	1.00 @ \$630.54 * 10.00% MU	\$693.59
-----------	-------------------	-------------------------------	-----------------------------	----------

Total Expenses: \$693.59

Project (01-LDP-001:Task 02) Total Amount Due: \$693.59

Amount Due This Invoice: \$4,899.09

Please Remit Payment To:
The Source Group Inc.
3478 Buskirk Avenue, Suite 100
Pleasant Hill, CA 94523
Telephone: (925) 951-6370 Fax: (925) 944-7019

W

CANEPA AND SONS, INC.
14384 Cuesta Court
Monrovia, CA 95370
(909) 532-1136
License #425749

Invoice

Date	Invoice #
5/27/2015	00-8648

Bill To

Lake Don Pedro Community Service
9751 Merced Falls Rd.
La Grange, Ca. 95329

Quan...	Item Code	Description	Price Each	Amount
		Job Site: L - El Prado Test Hole 1		
1	Mobilization	Mobilization and Demobilization	500.00	500.00
1	Conductor	12" Conductor Casing	1,850.00	1,850.00
500	Drill Well-T	8" Well Drilling - Per Foot	34.50	20,700.00
75	Drill Well-T	12" Well Drilling - Per Foot	68.50	5,137.50
75	Steel casing	8" .188 Wall Steel Casing - Solid and Perforated includes gravel pack	28.50	2,137.50
1	San. Seal	Sanitary Seal	3,000.00	3,000.00
1	Extra/Well	Rental of Air Compressor	5,000.00	5,000.00

Water Drought Emergency
Acct. #01-1-5020-535

RECEIVED
MAY 29 2015

RJL
5-5-15

BY: AB

If you have any questions please call Ricky Canepa at (209) 532-1136. Thank you for your business!

Total \$38,325.00

Payments/Credits \$0.00

Balance Due \$38,325.00

A service charge of 1 % per month will be charged on all accounts over 30 days past due, which is an annual percentage rate of 12%.

FOR YOUR
CONVENIENCE
WE NOW OFFER VISA OR
MASTERCARD.

CANEPA AND SONS, INC.
 14384 Cuesta Court
 Monterey, CA 95370
 (209) 532-1136
 License #425749



Invoice

Date	Invoice #
5/27/2015	00-8647

Bill To

Lake Don Pedro Community Service
 9751 Merced Falls Rd.
 La Grange, Ca. 95329

Quan...	Item Code	Description	Price Each	Amount
		Job Site: M - El Prado Test Hole 2		
1	Mobilization	Mobilization and Demobilization	500.00	500.00
1	Conductor	12" Conductor Casing	1,850.00	1,850.00
300	Drill Well-T	8" Well Drilling - Per Foot	34.50	10,350.00
60	Drill Well-T	12" Well Drilling - Per Foot	68.50	4,110.00
60	Steel casing	8" .188 Wall Steel Casing - Solid and Perforated includes gravel pack	28.50	1,710.00
1	San. Seal	Sanitary Seal	3,000.00	3,000.00
1	Extra/Well	Rental of Air Compressor	5,000.00	5,000.00

Water Drought Emerg
Acct.# 01-1-5020-535
RECEIVED
 MAY 29 2015
 BY *AB*

 5-5-15

If you have any questions please call Ricky Canepa at (209) 532-1136. Thank you for your business!

Total	\$26,520.00
Payments/Credits	\$0.00
Balance Due	\$26,520.00

A service charge of 1 % per month will be charged on all accounts over 30 days past due, which is an annual percentage rate of 12%.

FOR YOUR
 CONVENIENCE
 WE NOW OFFER VISA OR
 MASTERCARD.

W

Golden State Surveying & Engineering

May 15, 2015

195 South Washington Street
Sonoma, CA 95370

Invoice submitted to:

Don Pedro Community Services District
9751 Merced Falls Road
La Grange CA 95329

RECEIVED
MAY 22 2015

MAY 22 2015

BY: AB

In Reference To: Job # 1512 - New Well #2
Invoice # 8885

Acct. # 01-1-5020-535
Drought - Wtr Sup Emerg

[Handwritten Signature]
5-29-15

Professional Services

Boundary

5/7/2015 - RLO	Research & Analysis Resolve right of way and boundary for location of two wells	2.00 140.00/hr	280.00
R			
SUBTOTAL:		[2.00	280.00]

Horizontal & Vertical Control

4/23/2015 - TAH	CADD Drafting Import GPS data from field crew, rotate and translate field work	3.00 120.00/hr	360.00
- RLO	Calculations Post process Global Positioning System observations for boundary and right of way control	1.00 140.00/hr	140.00
R			
SUBTOTAL:		[4.00	500.00]

Watermains, tanks or supply

5/8/2015 - RLO	Administration Complete and email well/boundary exhibit to Kennedy Jinks and Pete Kampa	0.50 140.00/hr	70.00
R			
SUBTOTAL:		[0.50	70.00]

For professional services rendered 6.50 \$850.00

Additional Charges :

	<u>Qty/Price</u>	<u>Amount</u>
<u>Miscellaneous Expense</u>		
5/15/2015 TAH Photocopying	1	2.10
Photocopying	2.10	
Miscellaneous Expense		
SUBTOTAL:		[2.10]
Total costs		\$2.10
Total amount of this bill		\$852.10
Previous balance		\$3,042.42
5/20/2015 Payment - Thank You. Check No. 21608		(\$3,042.42)
Total payments and adjustments		(\$3,042.42)
Balance due		\$852.10

Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert Ozblm	3.50	140.00	\$490.00
Tim Haney	3.00	120.00	\$360.00

Our terms of payment are: Net amount due by 10th of month. Overdue accounts will incur a finance charge of 1 1/2% per month.

INVOICE
Binkley Associates, Inc.

CONSULTING ENGINEERS

HYDRAULICS * WATER RESOURCES * WATER AND SEWAGE FACILITIES

Lake Don Pedro Community Services Dist.
9751 Merced Falls Road
La Grange, CA 95329

Date: 5/13/2015
Invoice No.: 05-15-02

RE: Water Supply Emergency - 2014 Drought
For Professional Services: April 2015

	Quantity	Rate	Amount
Conference calls, telephone conversations, and email with Mike Vasquez, Pete Kampa, and PMC regarding wells, Medina test water, project environmental, intake easement. Scan and send intake easement. Locate CIP and send. Begin booster #2 installation plans and specs.			
Senior Engineer	11.8	175.00	2,065.00
Total Professional Services			2,065.00

RECEIVED
MAY 18 2015

BY: *AB*

*Acct. # 01-1-5020-535
Drought-Wtr. Supply Emergency
\$2,065.00*

TOTAL DUE THIS INVOICE

Due upon presentation per agreement
PLEASE REMIT

P.O. BOX 70887 * SUNNYVALE * CALIFORNIA 94086 * (408) 257-9252



KKI Corporation
 5300 Claus Road, #10, Modesto CA 95357
 (209) 863-8550

INVOICE

Date: 04/30/2015 ***

Acct: 90730
 Pin: 2859
 Terms: Due: 05/31/2015
 Inv#: 950417

Lake Don Pedro Comm Serv Distr
 9751 Merced Falls Road
 La Grange, CA 95329

Hardware/Software Support for April 2015

53139 Equipment Rental Agreement

work-date	staff	serv	description	amount
04/10/2015	575	MISC	new temp server installation for Pedro, install OS	(NO CHARGE)
04/15/2015	575	MISC	migrate servers over to new server, redo configs, test	(NO CHARGE)
04/30/2015	575	MISC	config NAS for backups for new server, new jobs for later	(NO CHARGE)

KYOCERA SUPPORT (CONTRACT BILLED)

53440 Water Emergency 2014

work-date	staff	serv	description	amount
04/07/2015	750	EDIT	Web site mtg postings	33.75
04/09/2015	750	EDIT	w/Syndie add interview links	33.75
04/17/2015	750	EDIT	w/Syndee, Pete web site chngs	101.25
04/21/2015	750	EDIT	w/Syndie web updt wtr levels	33.75
04/23/2015	750	EDIT	w/Syndie web chng rental agrmt	20.25
04/27/2015	750	EDIT	w/Syndie conserv pg chng	33.75
04/28/2015	750	EDIT	w/Syndie wtr alert main page	20.25

SOFTWARE SUPPORT 276.75

999999 GENERAL SUPPORT & ASSISTANCE

work-date	staff	serv	description	amount
04/27/2015	225	HARDW	Accountant access issue	33.75

GENERAL SUPPORT 33.75

TOTAL DUE
 310.50

Terms are as indicated above

Payments received after the end of each month will be posted to the following month
 L charge of 1.5 percent per month (18 percent APR) will be assessed on any unpaid balance, BEFORE
 payments are posted

W

April 15, 2015

Golden State Surveying & Engineering, Inc.

488 S. Stewart Street
Sonora, CA 95370

RECEIVED
MAY 04 2015

Invoice submitted to:

Don Pedro Community Services District
9751 Merced Falls Road
La Grange CA 95329

BY: AB

WATER Supply EMER
01-1-5000-535

In Reference To: Job # 1512 - New Well #2

Invoice # 8850

RA
5-7-15

Professional Services

Hrs/Rate Amount

Boundary

3/24/2015 - RA	R Research for Estimate Well survey for Don Pedro Community Services District	1.50 95.00/hr	142.50
3/25/2015 - RA	R Research for Estimate don pedro well easement	1.00 95.00/hr	95.00
4/1/2015 - RA	R Office Functions Don Pedro CSD fees and research	1.00 95.00/hr	95.00
4/13/2015 - RA	R CADD Drafting hard copy for 1512	2.50 95.00/hr	237.50
4/14/2015 - RA	R Office Functions coordinate with client and field crew	0.75 95.00/hr	71.25
4/15/2015 - RA	R Data Collection Note Reduction download and check points for well easement-1512	2.00 95.00/hr	190.00

R

SUBTOTAL: [8.75 831.25]

Easement

3/25/2015 - RLO	R Estimating Fees review estimate for well location at Lake Don Pedro Community Services District	0.33 140.00/hr	46.67
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R

Don Pedro Community Services District

1512- Don Pedro CSD

April 15, 2015

	<u>Hrs/Rate</u>	<u>Amount</u>
4/13/2015 - RLO Administration Review and execute contract for well and waterline easement location for LDPCSD. working with Golden State Surveying Engineering staff to complete field survey for same	1.00 156.00/hr	156.00
R		
SUBTOTAL:	[1.33	202.67]
<u>Field Surveying</u>		
2/3/2015 - RLO Administration working with Golden State Surveying Engineering staff regarding proposal and estimate to locate monitoring wells	1.00 156.00/hr	156.00
4/14/2015 - TH R Boundary Boundary survey to determine easement at new well in Don Pedro subdivision.	6.50 285.00/hr	1,852.50
PW		
SUBTOTAL:	[7.50	2,008.50]
For professional services rendered	17.58	\$3,042.42
Balance due		<u>\$3,042.42</u>

Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rick Anderson	8.75	95.00	\$831.25
Robert Ozbirn	2.00	156.00	\$312.00
Robert Ozbirn	0.33	140.00	\$46.67
Tom Holcomb	6.50	285.00	\$1,852.50

Our terms of payment are: Net amount due by 10th of month. Overdue accounts will incur a finance charge of 1 1/2% per month.

Consulting Time Record

Kampa Community Solutions, LLC

Project Name: Water Supply Emergency
Lake Don Pedro CSD

Month: April 2015

Hourly Rate \$80.00

PROJECT	WORK PERFORMED	TOTAL TIME	TOTAL FEE
General Emergency	Prepare for and attend weekly project team meetings, April 8 Special Board Meeting Preparation, April 8 special meeting attendance, water conservation outreach development, customer communications, website updates, real estate communications, public notice preparation, media communication, multiple Don Pedro trips for news media interviews, prepare for and attend weekly OES coordination meetings, Prepare update reports and attend Tuolumne County Board of Supervisors meetings, attend T-Stan and Yosemite/Mariposa IRWMP meeting to promote need for project funding, prepare for and attend Tuolumne County OES Drought Task Force meeting, phone calls and emails with MID and their consultant re SWRCB petition to reduce flows and allow LDPCSD diversions below min pool	32.75	\$2,620.00
DWR Project Time	Review and sign grant agreement and emails to staff/accountant, project file preparation, review invoices and approve for payment, coordinate site survey work and prepare/sign survey contract, updates from PG&E	7.25	\$580.00
VRCB Barge Grant	Prepare project files, copy invoices and prepare reimbursement request to state	2.25	\$180.00
SWRCB Well 2	Review and sign grant agreement, prepare project files	1.50	\$120.00
Hazard Mitigation Grant	Phone calls and emails with KJ and Binkley, prepare multiple project scenarios to reduce cost, prepare for/conduct conference calls with state/feds, coordination with CalOES, phone calls permitting and environmental snags, review alternate project scope of work and budgets and discuss with MID and KJ	16.00	\$1,280.00
USDA Grant	Phone conversations with USDA Jose, meeting in Don Pedro with Jose/project tour, Medina property realtor meetings and property negotiations, review and assist in developing MHI (Income) data to qualify for grant, negotiate and secure agreement for well test access Medina,	12.00	\$980.00
SRF Project Time	Prepare and review materials for funding application, phone conversations with KJ and SRF staff, phone conversations with Kassy SWRCB, revise material submitted (multiple revisions and submittals)	6.50	\$520.00
Deep Water Intake Project	Phone conversations MID, review route maps, prepare project overview and updates, review project description and budget docs prepared by KJ, weekly conference calls re grant potential, prepare project revisions to meet reduced funding, calls with KJ and PMC regarding permitting and environmental constraints for dredging/coffer dam project	12.75	\$1,020.00
TOTAL		91.00	7,280.00

I certify that the above time and scope of work is in addition to the normal time spent in District management actions, which are billed separately under contract

Lake Don Pedro Community Services District

Regular Meeting of June 15, 2015

AGENDA SUPPORTING DATA

4. CONSENT AGENDA:

- C. Approval of a letter of appreciation to the Tuolumne Utilities District for assistance with repair of our failing pressure regulating valves.

Background

For a couple weeks the large main water line valves that regulate pressure and keep our water mains from blowing up, were failing and not operating properly and adjustments could not be made. Operations Manager Gilgo requested assistance in repairing or replacing the valves, and with a phone call to TUD, they sent a qualified valve maintenance technician the next day to help troubleshoot, repair and train on these important valves. TUD will bill for the employee's time, but these types of skills are hard to come by and very important.

Therefore it is important that we recognize the value of our neighboring utilities in not only employing quality technicians with high levels of skill, but also for making them available to us on a day's notice.

Recommended Motion

Approve the preparation of a letter thanking TUD for their assistance in troubleshooting and repair of our pressure regulating valves and authorize the President to sign.

AGREEMENT

This Agreement is made and entered into this day of June 3, 2015, between LAKE DON PEDRO COMMUNITY SERVICES DISTRICT, a community services district formed and operating under California Government Code Section 61000 et seq, hereinafter referred to as "District" and Tuolumne Utilities District hereinafter referred to as "Responding Agency".

WITNESSETH

WHEREAS, the District has several malfunctioning pressure regulating valves in its water system and the staff of the District does not have the experience or expertise to troubleshoot and repair such valves, and

WHEREAS, the pressure regulating valves are currently malfunctioning and causing additional leaks to occur within the water system at a time when drought has seriously reduced the water supply available, and

WHEREAS, the District has determined that it is in its best interest to enter into this mutual aid agreement with Responding Agency for the provision of assistance from a qualified employee(s) from within its staff, to perform the work herein mentioned; and

WHEREAS, Responding Agency has agreed to provide said qualified employee(s) to assist the District in exchange for the payment of associated costs and other conditions set forth herein;

NOW THEREFORE, in consideration of the public benefit provided under this agreement, it is mutually agreed between the parties hereto as follows:

REQUEST FOR ASSISTANCE

Assistance provided by Responding Agency will be in the form of resources, such as equipment, supplies, and personnel. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. The Responding Agency shall not be held liable for failing to provide assistance, or the inability to achieve resolution to the pressure problem caused by the valve failure.

The parties agree to cooperate and coordinate a reasonable schedule for completion of the work. Understanding the importance of a resolution, Responding Agency agrees to attempt an immediate assignment of personnel to the District. The District will assign the personnel necessary to receive training from this effort, and to assist in the testing and repair of the valves.

RESPONSE COORDINATION

When providing assistance under this Agreement, the District shall coordinate directly with the Operations Manager of the Responding Agency, or directly with the Responding Agency's employee if so directed by the Operations Manager.

A. **Personnel** – Responding Agency retains right to identify the employees who are to be assigned to the work and the resources that are available.

B. **Control** – While employees so provided may be under the supervision of the Responding Agency, the District's employees come under the direction and control of the

Requesting Agency employee, consistent with the NIMS Incident Command System to address the needs identified by the District. The Responding Agency's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. **Communication** – The District shall provide Responding Agency personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

D. **Status** - Unless otherwise provided by law, the Responding Agency's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

E. **Licenses and Permits** – To the extent permitted by law, Responding Agency personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. **Right to Withdraw Resources** - The Responding Agency's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Agency's sole and absolute discretion. Notice of intention to withdraw must be communicated to the District's Authorized Official as soon as soon as is practicable under the circumstances.

COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the District shall reimburse the Responding Agency for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

A. **Personnel** – Responding Agency will make such employees as are necessary and available, at the discretion of the Responding Agency, to District at District's expense equal to Responding Agency's full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Responding Agency's collective bargaining agreements or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The District shall be responsible for all direct and indirect labor costs.

B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at Responding Agency's current equipment rate and subject to the following conditions: The District shall reimburse the Responding Agency for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Agency as soon as is practicable and reasonable under the circumstances.

(a) At the option of Responding Agency, equipment may be provided with an operator.

(b) Equipment shall be returned to Responding Agency within 24 hours after receipt of an oral or written request for return.

(c) District shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment.

(d) Responding Agency's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to District.

(e) In the event equipment is damaged while being dispatched to District, or while in the custody and use of District, District shall reimburse Responding Agency for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then District shall reimburse Responding Agency for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Agency. If Responding Agency must lease a piece of equipment while District equipment is being repaired or replaced, District shall reimburse Responding Agency for such lease costs.

C. *Materials and Supplies* – District shall reimburse Responding Agency in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to Responding Agency in a clean, damage-free condition shall not be charged to the District and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Responding Agency with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. *Payment Period* – The Responding Agency shall provide an itemized bill to the District for all expenses incurred by the Responding Agency while providing assistance under this Agreement. The Responding Agency shall send the itemized bill not later than (30) thirty days following the end of the Period of Assistance. The Responding Agency may request additional periods of time within which to submit the itemized bill, and District shall not unreasonably withhold consent to such request. The District agrees to reimburse the Responding Agency within 60 days from receipt of an invoice for assistance provided under this Agreement. The District may request additional periods of time within which to pay the itemized bill, and Responding Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than sixty days (60 days) after the date a final itemized bill is submitted to the District.

REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4 District shall assume the defense of, fully indemnify and hold harmless Responding Agency, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the District's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to District or faulty workmanship or other negligent acts, errors or omissions by Responding Agency, or by personnel provided to District from the time assistance is requested and rendered until the assistance is returned to Responding Agency's control, portal to portal.

SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties

involved in rendering or receiving assistance agree to indemnify and hold harmless all those whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

WORKER'S COMPENSATION CLAIMS

The Responding Agency is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The District is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Party shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

INSURANCE

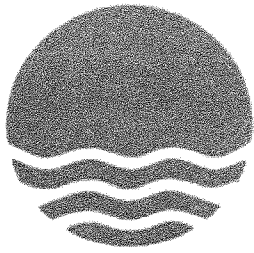
Both Parties shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of this agreement.

Lake Don Pedro Community Services District

Peter J. Kampa, General Manager

Tuolumne Utilities District

Tom Scesa, General Manager



Lake Don Pedro Community Services District

STAFF REPORT

To: Board of Directors
From: Syndie Marchesiello
Date of Meeting: June 15, 2015
Subject: Availability Billing / Delinquent Accounts
Purpose: For the Board of Directors to approve placing the availability and delinquent amounts on the tax rolls for collections.

At the beginning of the fiscal year in July the availability lots are billed the yearly availability (standby) fee. In addition throughout the year there are metered lots that have delinquent charges that remain unpaid. The availability fees and delinquent charges are placed on the county tax rolls for collection. A lien will be filed on the delinquent properties and recorded with both Mariposa and Tuolumne Counties.

Per Government Code 61115(b), a notice was posted for a Public Hearing held June 15, 2015 at 1:00 p.m. at the District office.

Recommended Motion:

The Board approves all delinquent charges plus lien & release fees, to be sent to Mariposa and Tuolumne Counties to be placed on the 2015 / 2016 tax rolls for collection with the exception of any balances that have been paid prior to placing them on the tax rolls or any changes regarding the property. In addition, to have liens placed on those properties so as to meet the requirements of the counties and aid in collection of those fees.

Amount Applied to Mariposa and Tuolumne Co.
2015-2016 Tax Rolls

Mariposa County Availability (Standby) Fee

\$123,116.00

Tuolumne County Availability (Standby) Fee

\$70,270.00

Delinquents without Processing Fees

\$9,571.75

Total \$202,957.75

APN	Past Due Amount
0211400120	616.88
0202000160	536.24
0190400180	449.70
0190800060	978.10
0191200180	736.10
0191300200	427.00
0201700170	445.90
0211200030	770.70
0211700160	886.80
0021200038	609.60
0212300140	485.30
0212600210	485.30
0202400190	819.70
075190270	579.20
075080350	745.23

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D. C. 20426

OFFICE OF ENERGY PROJECTS

Project No. 2179--California
Merced River Hydroelectric Project
Merced Irrigation District

May 26, 2015

Maria Rea
Assistant Regional Administrator
California Central Valley Office
National Marine Fisheries Service
650 Capitol Mall, Suite 5-100
Sacramento, CA 95814-4700

Subject: National Marine Fisheries Service's comments regarding Merced Irrigation District's request for a temporary variance of license requirements

Dear Ms. Rea:

Thank you for your letters filed May 4 and 22, 2015 providing comments by the National Marine Fisheries Service (NMFS), regarding the April 22, 2015 request by Merced Irrigation District (MID) for an emergency, temporary variance of the minimum flow and storage requirements at its Merced River Hydroelectric Project (FERC No. 2179). Specifically, MID requested that during April and May 2015, it be allowed to release sufficient flows from the project dam to provide a minimum flow of 40 cubic feet per second (cfs), as measured downstream at Shaffer Bridge, rather than the 60 cfs required by the project license, and further, that the minimum pool requirement in the project impoundment, Exchequer Reservoir [Lake McClure], be 85,000 acre-feet (AF) instead of 115,000 AF. The purpose of this variance would be to allow MID to provide additional municipal water supplies to the Lake Don Pedro Community Services District.

You stated in your May 4 letter that additional information and an evaluation is needed on how these flow reductions would affect water temperatures in the lower Merced River and how anadromous fish would be affected due to these changes. You added that comments concerning the licensee's request were provided as technical assistance and were not intended to take place of consultation as required under the Endangered Species Act (ESA). You requested that the Commission enter into consultation with NMFS under section 7 of the ESA regarding the potential impact of MID's proposed action on endangered steelhead. You added that the Commission has the responsibility under section 7 of the ESA to consult with NMFS regarding projects that may affect listed species under NMFS' jurisdiction, and to ensure that any activities the

Project No. 2179

- 2 -

Commission authorizes are not likely to jeopardize threatened or endangered species or adversely modify designated critical habitat.

In your May 22 letter you discussed our recent verbal communications regarding clarification of your request for consultation. You stated that you understand the Commission's decision to move forward on MID's temporary variance, if necessary, and reiterated that your letter is being provided as technical assistance to the Commission. You further stated that your letter is not intended to take the place of consultation as required under the ESA, and advised that the Commission initiate consultation on MID's proposed operations as soon as possible.

Commission staff is very sensitive to the Commission's ESA obligations and accordingly has not acted on MID's request because of your recommendations concerning section 7 consultation. In light of the current serious drought in California and the effects it is having on natural and human resources, we propose that NMFS and the Commission agree that the Commission act on MID's proposal and that ESA consultation between the Commission and NMFS then take place under the emergency provisions of section 7 of the ESA. We request your agreement to this process.

Thank you for your cooperation and if you have any questions regarding this letter, please contact John Aedo at (415) 369-3335.

Sincerely,

Thomas J. LoVullo
Chief, Aquatic Resources Branch
Division of Hydropower Administration
and Compliance

cc: William Cochran
Hydro Project Manager
Merced Irrigation District
P.O. Box 2288
Merced, CA 95340

Barbara Evoy
State Water Resources Control Board
P.O. Box 2000
Sacramento, California 95812-2000

Project No. 2179

- 3 -

Hicham El Tal
Merced Irrigation District
744 West 20th Street
P.O. Box 2288
Merced, California 95344-0288

Deborah Giglio
U.S. Fish and Wildlife Service
2800 Cottage Way, Suite W-2605
Sacramento, California 95825

Jeffrey R. Single, Ph.D.
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710

Document Content(s)

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LAKE DON PEDRO

Community Services District

May 27, 2015

Kimberly D. Bose, Secretary
FEDERAL ENERGY REGULATORY COMMISSION
888 – 1st Street, N.E.
Washington, D.C. 20426-0001

Subject: Merced River Hydroelectric Project, FERC Project No. 2179-043
Comments on Flow Proposals

Dear Secretary Bose:

The Lake Don Pedro Community Services District (LDPCSD or District) is a Community Services District formed and operating pursuant to California Government Code 61000 et seq. Formed by vote of the local community in 1980, the LDPCSD provides water service to 3300 parcels of land, 1420 of which are currently developed. LDPCSD'S water service is provided in accordance with the California Water Code and under permits issued by the State Water Resources Control Board. The District is required to take all actions necessary to maintain water supply to meet the human consumption, sanitation and fire protection needs of our community. As further described herein, the reservoir outflow requirements proposed in the environmental impact statement will continuously place the community water supply in seriously jeopardy.

The District relies on the water stored in Lake McClure by Merced Irrigation District (MID) for over 90% of our community potable water supply. Our District has just one groundwater well with a maximum safe yield of 5% of summer demand and less than 10% winter demand. Due to concerns about Lake McClure reaching dead pool this year in a fourth year of drought, we have set about attempting to establish new groundwater wells to offset the water deficit.

In December 2014 the District adopted mandatory water conservation measures due to the prediction of a water supply shortage, with a community-wide water outage expected by April 2015. By January 2015, the releases from Lake McClure required of MID by its state agreements and federal license, coupled with the driest January on record, were causing the water surface elevation of Lake McClure to drop one foot every two to three days. Reservoir outflow for fish and environmental purposes averaged 500 acre feet while our District's total annual water consumption is 500 acre feet; the amount required to be released on a daily basis by MID.

MID received approval in February 2015 and again in May 2015 for a temporary reduction in mandatory fish releases from Lake McClure. These four months of fish flow relief improved the water supply available to the District to the point where it is now estimated that the LDPCSD pumps will continue to have water supply available until late October, 2015. This additional time is critical to allow the District to develop additional water supply through the installation of groundwater wells. If the wells were to be successful, the District will be able to meet the minimal water supply demand required for human consumption, sanitation and fire protection within the District.

Because the Lake Don Pedro Community is located in the foothills, rather than the valley, there is no underground aquifer which can be tapped; therefore the success of wells cannot be definitively determined. Since January 2015, the District has drilled nine groundwater test wells, and only two of those locations produced adequate water to warrant pump installation. Unfortunately, even the most

minimal water needs of our community cannot be met with groundwater alone, and additional water from Lake McClure is absolutely necessary to sustain the community.

The District has some of the highest water rates in the region, and such rates are considered unaffordable by both state and federal affordability guidelines. Many of our residents are senior citizens, including veterans, who live on fixed incomes and simply cannot support the tens of millions of dollars of expense necessary to construct a project that would allow for water diversions from Lake McClure with the predicted much lower water surface levels resulting from the proposed flow requirements.

Unfortunately the District customers cannot “conserve” their way out of this situation. Even with 50% mandatory water conservation this year, due to the current flow requirements, the lake will drop below our pumping system in Late October. Even if LDPCSD diverted NO water from Lake McClure this summer, the date in which the water level drops below our pumps will not change. The mandatory releases cause the lake level to drop, not LDPCSD water demand.

Lake Don Pedro Community Services District is adamantly opposed to the flow requirements in the draft environmental impact statement for the Merced River Hydroelectric Project. Our objections include:

- Methodologies for determining water-year types
- River flow releases for steelhead – a fish that does not exist on the Merced River
- Arbitrary pulse flows, dependence on instantaneous flows at Schafer Bridge – rather than average flows
- Unsustainable spring river flow releases.

In order to achieve a balanced approach to multiple beneficial uses of Lake McClure, these issues must be re-examined by FERC. The human consumption, sanitation and fire protection water supply needs of the Lake Don Pedro Community must be taken into consideration when establishing flow requirements.

The proposed flows result in significantly reduced carryover storage. Years in which Lake McClure will fall below minimum pool and the LDPCSD pumping system will occur much more frequently. With the lake reaching these levels, a good portion of the lake becomes a river, thereby increasing the mobility of siltation in the lake’s bottom. As a result, turbidity and algae would directly impact our water supply and quality, and disrupt our pumping capabilities in years when water is available to pump.

We respectfully request that you revisit these issues and consider the challenges they pose to our community. We stand prepared to meet and/or to provide any information necessary for FERC to establish reasonable flow standards that are balanced with the human water supply needs of our region.

Sincerely,

Peter J. Kampa
General Manager

Cc: LDPCSD Board of Directors
John Swegard, MID General Manager
MID Board of Directors
Congressman Tom McClintock, 4th District of California

Lake Don Pedro Community Services District

Regular Meeting of June 15, 2015

AGENDA SUPPORTING DATA

5. CONSENT AGENDA:

- b. Water supply emergency update.

Background

A verbal water supply emergency update will be provided at the meeting. Included in this packet are letters from MID to the FERC requesting relief from the prohibition on pumping water to the District below Minimum Pool in the reservoir at 115,000 acre feet. The lake has been above minimum pool since mid May, but is expected to drop below minimum pool by early August 2015, at which time we may need to stop pumping water. This change has resulted in near full time effort over the past week to secure additional state and federal support, both politically and financially.

Recommended Motion

Report only



LAKE DON PEDRO

Community Services District

May 27, 2015

Kimberly D. Bose, Secretary
FEDERAL ENERGY REGULATORY COMMISSION
888 – 1st Street, N.E.
Washington, D.C. 20426-0001

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Because the Lake Don Pedro Community is located in the foothills, rather than the valley, there is no underground aquifer which can be tapped; therefore the success of wells cannot be definitively determined. Since January 2015, the District has drilled nine groundwater test wells, and only two of those locations produced adequate water to warrant pump installation. Unfortunately, even the most

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Unfortunately the District customers cannot “conserve” their way out of this situation. Even with 50% mandatory water conservation this year, due to the current flow requirements, the lake will drop below our pumping system in Late October. Even if LDPCSD diverted NO water from Lake McClure this summer, the date in which the water level drops below our pumps will not change. The mandatory releases cause the lake level to drop, not LDPCSD water demand.

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We respectfully request that you revisit these issues and consider the challenges they pose to our community. We stand prepared to meet and/or to provide any information necessary for FERC to establish reasonable flow standards that are balanced with the human water supply needs of our region.

Sincerely,

Peter J. Kampa
General Manager

Cc: LDPCSD Board of Directors
John Swegard, MID General Manager
MID Board of Directors
Congressman Tom McClintock, 4th District of California

Lake Don Pedro Community Services District
Wells No. 2, 3, 4, and Medina Work Scope, Budget, Funding Source, and Schedule
 June 3, 2015

Well 2: Phase 1 - Planning/Engineering/Environmental

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Project Evaluations and Pre-Design Engineering	\$ 30,000.00		\$ 30,000.00			
2	Plans, Specifications, and Estimates (PS&E)	\$ 30,000.00		\$ 30,000.00			
3	Environmental Documents	\$ 3,500.00		\$ 3,500.00			
4	Right-of-Way (ROW) Acquisition	\$ 15,000.00		\$ 15,000.00			
5	Permitting	\$ 1,500.00		\$ 1,500.00			
6	Project Management	\$ 10,000.00		\$ 10,000.00			
Total:		\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -

Well 2: Phase 2 - Construction

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Test Hole Drilling, Sampling, Logging, Testing (Assume 8 Test Holes)	\$ 88,000.00	\$ 83,000.00				\$ 5,000.00
2	Well Drilling, Install Casing and Screening, Development, and Testing	\$ 50,000.00	\$ 45,000.00				\$ 5,000.00
3	Well Equipping, Mechanical, Electrical, and Controls	\$ 60,000.00	\$ 60,000.00				
4	Site Improvements and Fencing	\$ 10,000.00	\$ 10,000.00				
5	Power Source Improvements	\$ 25,000.00	\$ 2,000.00	\$ 23,000.00			
6	Connection to Raw Water System, Pipe, Valving, Surface Restoration	\$ 15,000.00		\$ 15,000.00			
	Contingency (12%)	\$ 29,760.00		\$ 29,760.00			
Total:		\$ 277,760.00	\$ 200,000.00	\$ 67,760.00	\$ -	\$ -	\$ 10,000.00

Well 2: Phase 3 - Construction Management/Inspection/Project Closeout

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Resident Engineering	\$ 10,000.00		\$ 10,000.00			
2	Construction Surveying	\$ 2,500.00		\$ 2,500.00			
3	Inspection	\$ 10,000.00		\$ 10,000.00			
4	Project Closeout	\$ 2,500.00		\$ 1,240.00			\$ 1,260.00
Total:		\$ 25,000.00	\$ -	\$ 23,740.00	\$ -	\$ -	\$ 1,260.00

Well 2 Total: \$ 392,760.00 \$ 200,000.00 \$ 181,500.00 \$ - \$ - \$ 11,260.00

Medina Well: Phase 1 - Planning/Engineering/Environmental

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Project Evaluations and Pre-Design Engineering	\$ 10,000.00					\$ 10,000.00
2	Plans, Specifications, and Estimates (PS&E)	\$ 30,000.00					\$ 30,000.00
3	Environmental Documents	\$ 3,500.00					\$ 3,500.00
4	Right-of-Way (ROW) Acquisition (Property Purchase + Pipeline Easement)	\$ 262,350.00					\$262,350.00
5	Permitting	\$ 1,500.00					\$ 1,500.00
6	Project Management	\$ 10,000.00					\$ 10,000.00
Total:		\$ 317,350.00	\$ -	\$ -	\$ -	\$ -	\$317,350.00

Medina Well: Phase 2 - Construction

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Existing Well, Sampling, Logging, Testing	\$ 10,000.00		\$ 10,000.00			
2	Install Temporary Piping to Existing WTP, Transducers at Wells 1 and 2, Testing	\$ 50,000.00		\$ 50,000.00			
3	Well Equipping, Mechanical, Electrical, and Controls	\$ 60,000.00		\$ 60,000.00			
4	Site Improvements and Fencing	\$ 10,000.00		\$ 10,000.00			
5	Power Source Improvements	\$ 25,000.00		\$ 25,000.00			
6	Connection to Raw Water System, Pipe, Valving, Surface Restoration	\$ 75,000.00		\$ 75,000.00			
	Contingency (12%)	\$ 27,600.00		\$ 27,600.00			
Total:		\$ 257,600.00	\$ -	\$ 257,600.00	\$ -	\$ -	\$ -

Medina Well: Phase 3 - Construction Management/Inspection/Project Closeout

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Resident Engineering	\$ 10,000.00					\$ 10,000.00
2	Construction Surveying	\$ 2,500.00					\$ 2,500.00
3	Inspection	\$ 10,000.00					\$ 10,000.00
4	Project Closeout	\$ 2,500.00					\$ 2,500.00
Total:		\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00

Medina Well Total: \$ 599,950.00 \$ - \$ 257,600.00 \$ - \$ - \$ 342,350.00

Wells 3 & 4: Phase 1 - Planning/Engineering/Environmental

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Project Evaluations and Pre-Design Engineering	\$ 25,000.00			\$ 25,000.00		
2	Plans, Specifications, and Estimates (PS&E)	\$ 100,000.00			\$ 100,000.00		
3	Environmental Documents	\$ 25,000.00			\$ 25,000.00		
4	Right-of-Way (ROW) Acquisition	\$ 50,000.00			\$ 50,000.00		
5	Permitting	\$ 10,000.00			\$ 10,000.00		
6	Project Management	\$ 25,000.00			\$ 25,000.00		
Total:		\$ 235,000.00	\$ -	\$ -	\$ 235,000.00	\$ -	\$ -

Wells 3 & 4: Phase 2 - Construction

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Test Hole Drilling, Sampling, Logging, Testing (Assume 2 Test Holes)	\$ 22,000.00			\$ 22,000.00		
2	Well Drilling, Install Casing and Screening, Development, and Testing	\$ 100,000.00			\$ 100,000.00		
3	Well Equipping, Mechanical, Electrical, and Controls	\$ 120,000.00			\$ 120,000.00		
4	Site Improvements and Fencing	\$ 20,000.00			\$ 20,000.00		
5	Power Source Improvements	\$ 100,000.00			\$ 3,000.00	\$ 97,000.00	
6	Connection to Water System, Pipe, Valving, Surface Restoration	\$ 50,000.00				\$ 50,000.00	
7	Portable Water Treatment Plant	\$ 275,000.00				\$ 275,000.00	
	Contingency (15%)	\$ 103,050.00				\$ 103,050.00	
Total:		\$ 790,050.00	\$ -	\$ -	\$ 265,000.00	\$ 525,050.00	\$ -

Wells 3 & 4: Phase 3 - Construction Management/Inspection/Project Closeout

Task No.:	Task Description:	Cost:	DWR:	SWRCB:	USDA:	SRF:	District:
1	Resident Engineering	\$ 30,000.00				\$ 30,000.00	
2	Construction Surveying	\$ 7,500.00				\$ 7,500.00	
3	Inspection	\$ 30,000.00				\$ 30,000.00	
4	Project Closeout	\$ 5,000.00				\$ 5,000.00	
Total:		\$ 72,500.00	\$ -	\$ -	\$ -	\$ 72,500.00	\$ -

Well 3 & 4 Total: \$ 1,097,550.00 \$ - \$ - \$ 500,000.00 \$ 597,550.00 \$ -

Grand Total: \$ 2,090,260.00 \$ 200,000.00 \$ 439,100.00 \$ 500,000.00 \$ 597,550.00 \$ 353,610.00

Lake Don Pedro Community Services District

Regular Meeting of June 15, 2015

AGENDA SUPPORTING DATA

5. CONSENT AGENDA:

- c. Approval of DWR Resolutions

Background

Included in this packet is a resolution approving application for DWR grant funding for the Water Service Line Replacement Project. The plan is for the District to apply for state grant funds currently available through the IRWMP program, for three projects needed to extend our limited water supply. Similar Resolutions will be needed for the Water Conservation Project and the Wells 3 and 4 Project contemplated for submittal.

Additional information on the projects will be provided at the Board meeting.

Recommended Motion

Approve Resolutions for each project

RESOLUTION NO. 2015-____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
APPROVING APPLICATION TO THE DEPARTMENT OF WATER
RESOURCES AND AUTHORIZING THE GENERAL MANAGER TO
SUBMIT APPLICATIONS AND EXECUTE A FUNDING
AGREEMENT**

WHEREAS, the District main water service lines are failing at an abnormally high rate; and

WHEREAS, repair of these service lines is not advised as additional leaks show up nearly immediately and complete replacement is the only reasonable and cost effective solution to the high leakage rate; and

WHEREAS, due to the extensive leaks, District staff is consumed performing service line replacements rather than performing normal operation and maintenance of the system, which will cause further problems if not addressed; and

WHEREAS, the drought has caused the District's surface water supply to be depleted to the point that emergency groundwater wells are being installed as quickly as possible to sustain public water demand when no surface water is available in the coming months; and

WHEREAS, the leaky service lines contribute to high amounts of lost water to the point that no matter how much customers conserve, the service lines may fail at a rate that depletes the LDPCSD system of water; and

WHEREAS, the District does not have the funds to complete the project without state grant assistance and the Yosemite-Mariposa Integrated Water management Region has chosen the District's Water Service Line Replacement Project as its highest priority or state funds.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT DOES HEREBY:

1. Approve that application be made to the California Department of Water Resources to obtain a 2015 Integrated Regional Water Management Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and
2. Authorize the District to enter into an agreement to receive a grant for the Lake Don Pedro CSD Water Service Line Replacement Project.

3. Authorize and direct the General Manager to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on June 15, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CERTIFICATE OF SECRETARY

I, Syndic Marchesiello, the duly appointed and acting 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 June 15, 2015.

DATED: _____.

Kennedy/Jenks Consultants
Engineers & Scientists

10850 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670
916-858-2700
Fax 916-858-2754

11 June 2015

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

Subject: Lake Don Pedro Community Services District Drought Emergency Services Contract
Amendment #1
K/J Project No. 1570004*00

Dear Mr. Kampa:

Pursuant to our conversation and request, Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this scope of work and fee estimate to the Lake Don Pedro Community Services District (District) for on-going engineering services to support the District during this drought emergency. This scope of work and fee includes an amendment #1 to tasks in the original contract and addition of new funding source applications, engineering design for well drilling and equipping, environmental compliance assistance, and engineering assistance during construction.

Background

Kennedy/Jenks was contracted by the District on 31 January 2015 to prepare funding applications for four new wells and a new deep water intake and pipeline project. The original work scope has evolved to include additional items to assist the District with the drought emergency. To date, Kennedy/Jenks has used the original as-needed assistance task for on-going engineering assistance, and this amendment will transfer applicable hours to new tasks for more efficient expenditure tracking pursuant to funding source requirements as well as new project tasks to assist the District during the drought emergency.

This amendment also includes new project work scope tasks as requested by the District to prepare additional funding applications and to design and construct four new water wells. Wells 2, 3, and 4 will be drilled and equipped at locations defined by previously drilled test holes. The Medina Well is an existing well that was drilled and completed on private property by the land owner in late 2014, but not equipped. The District is currently in negotiations with the Medina Family to purchase the well and property. Upon purchase, the well will be equipped and connected to the District's existing water treatment plant.

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Scope of Work

In coordination with the District, Kennedy/Jenks will perform the following tasks:

Phase 1 – Original Contract for Drought Emergency Services

This phase includes work associated with the original contract and additional requested budget based on District and funding source requests.

Task 1 – DWR Grant Agreement Attachments (Well 2)

Kennedy/Jenks prepared a project description work scope, budget, schedule and other attachments to the DWR funding application initially prepared by the District for funding of Well 2.

Task 2 – SRF Funding Application (Wells 3 and 4)

Kennedy/Jenks prepared a SWRCB DDW SRF funding application for the planning, design, and construction of Wells 3 and 4. This task included developing the project description, location, work scope, budget, schedule, and other application requirements.

Task 3 – USDA RD Funding Application (Wells 3 and 4)

Kennedy/Jenks prepared a USDA RD funding application for the planning, design, and construction of Wells 3 and 4. This task included developing the project description, location, work scope, budget, schedule, and other application requirements.

Task 4 – Feasibility Evaluation of a Permanent Water Supply Solution

Kennedy/Jenks has been working with the District to prepare a list of possible permanent water supply alternatives. The list and concepts will be described at a preliminary and planning level, and will be utilized as a basis of description for project funding applications. Not all project specific details will be worked out due to the fast tracking in resolving the District's emergency and other unknowns, such as water rights, water quality, and right-of-way needs.

Task 5 – SRF Funding Application (Permanent Water Supply)

Kennedy/Jenks will prepare a SWRCB DDW SRF funding application for the planning, design, and construction of a selected permanent water supply solution based on the Task 4 feasibility evaluation. This task includes developing the project description, location, work scope, budget, schedule, and other application requirements. This task has not commenced.

Task 6 – USDA RD Funding Application (Permanent Water Supply)

Kennedy/Jenks will prepare a USDA RD funding application for the planning, design, and construction of a selected permanent water supply solution based on the Task 4 feasibility evaluation. This task includes developing the project description, location, work scope, budget, schedule, and other application requirements. This task has not commenced.

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Task 7 – As-Needed Assistance

Kennedy/Jenks has been available to provide general assistance as necessary and as requested by the District with tasks such as preparing emergency contingency plans, drawings, figures, infrastructure evaluation methods, and other technical services as required by the State Water Resources Control Board, multiple funding agencies and/or provide other relevant services necessary as requested by the District during this emergency.

Task 8 – Project Management

Kennedy/Jenks has provided general project coordination efforts required to organize the project team, assign and control work, prepare and submit invoices, and report progress to the District. The purpose of this task is to provide supervision and coordination of the project team for the duration of the work to ensure timely and successful project completion.

Phase 2 – Additional Grant Applications and Engineering Assistance for Drought Emergency Services

This phase includes work requested by the District to prepare additional grant applications, coordinate water well test hole drilling and data, and assist the District with managing funding source expenditures.

Task 1 – Test Hole Coordination

Kennedy/Jenks will assist the District and District's consulting hydrogeologist Paul Horton of The Source Group with locating approximately ten well test holes sites, coordinating with Mariposa and Tuolumne counties, preparing test hole location exhibits and processing test hole applications with the counties.

Task 2 – FEMA Hazard Mitigation Grant Program Pre-Application

Kennedy/Jenks will prepare a letter of interest pre-application for Wells 3 and 4 requesting the opportunity to submit a formal funding application for all cost associated with construction of two new wells.

Task 3 – Yosemite/Mariposa IRWMP Grant Applications

Kennedy/Jenks will prepare three applications to be included in the Yosemite/Mariposa IRWMP including the Wells 3 and 4 Project, Barrett Cove Intake Extension Project, and McClure Point Deep Water Intake and Pipeline Project.

Task 4 – Funding Source and Expenditure Management

Kennedy/Jenks will assist the District's accountant with expenditure tracking and coding to the correct project and funding source. This include invoices from Kennedy/Jenks, Binkley Associates, The Source Group, contractors, District, and other consultants, for projects including the Well 2, the Medina Well, and Wells 3 and 4.

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Phase 3 – Environmental Documents

This phase includes work by Pacific Municipal Consultants to conduct research, perform field work, and prepare environmental documents as required by the CEQA/NEPA process and consistent with funding source expectations.

Task 1 – Technical Studies

PMC will perform biological and cultural evaluations, and prepare technical memorandums for Wells 2, Medina, 3, and 4. Biological evaluations include coordination with the US Geological Survey, US Fish and Wildlife Service, California Department of Fish and Wildlife, California Native Plant Society, and various other scientific resources. Field reconnaissance-level surveys will be performed at all 4 project sites to ground truth and refine data collected during initial project review.

Task 2 – Environmental Documents

PMC will prepare a Notice of Exemption and Categorical Exclusion for each of the four well projects, as well as the RUS Environmental Bulletin 1794A-602 for Wells 3 and 4.

Task 3 – On-Call Services

PMC will be available to assist the District on as-needed basis on any environmental items arising from the evolving drought emergency projects.

Phase 4 – Engineering Design

This phase includes engineering design assistance for testing, drilling, and equipping of Wells 2, Medina, 3 and 4. Based on preliminary conversations with the District's hydrogeologist, and test hole driller's logs, these hard rock wells are anticipated to be approximately 250 feet to 700 feet deep, have 8" steel casing, and produce 75 gpm to 125 gpm. It is anticipated that equipping of these wells will include submersible pumps, connection to the raw water or distribution system, and electrical starter control panel, with a 10' x 10' fenced footprint. A SCADA system design is not included. These hard rock wells are anticipated to be open bottom wells closely resembling the existing Ranchito Well.

The District currently has a well drilling contractor under contract and will proceed with an informal sole source bid process for the equipping phase to expeditiously complete the well during the drought emergency. It is anticipated that the District will contract with Golden State Surveying and Engineering to provide all necessary surveying for the well projects.

The Source Group will conduct all well pump testing and prepare data reports. As part of hard rock well pump testing, casing and test pumps will be installed to depths as agreed upon with The Source Group. It is anticipated that the casing and test pumps will be kept and used for final production wells.

The approach for design of each well is summarized as follows:

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- Kennedy/Jenks will prepare 90% design drawings, technical specifications, and opinion of probable construction cost for equipping each well. The drawings, technical specifications will be submitted to the District and well drilling contractor simultaneously for comment and for the contractor to begin preparing a bid. The opinion of construction cost estimate will be submitted to the District only for their review.
- In addition, the 90% design drawings and specifications will be submitted to SWRCB, Division of Drinking Water (DDW) for review and comment.
- The District will be responsible for putting together the front end bid and contract documents for the construction contract to be negotiated with the well drilling contractor.
- The District will be responsible for obtaining from DDW the Water Supply Permit prior to placing each new well and water treatment plant in service.
- After receiving comments from the District and contractor, 100% design drawings, technical specifications and bid schedule will prepared. The opinion of construction cost estimate will be updated as well.
- The District will then receive and negotiate the bids from the well drilling contractor, execute the contract and award the contract.

Deliverables:

- Three (3) hard copy of 90% contract documents
- Three (3) hard copies and one (1) electronic copy (PDF and AutoCAD drawings) of bid level contract documents (100%)

Task 1 – Medina Well Testing

Kennedy/Jenks will assist the District in coordinating well step test and 10-day pump testing for the existing Medina Well. It is anticipated that the step test water will be discharged to an existing on-site swale, while 10-day pump test water will be discharged into the District's existing WTP raw water tank via temporary surface pumping. 10-day tests will be conducted by The Source Group and Canepa Well Drilling.

Task 2 – Medina Well Equipping

Kennedy/Jenks will prepare 90% and 100% design drawings and specifications. This task will provide construction documents for the above ground improvements, pipeline and connection to the existing water treatment plant. Site improvements will include a well outlet concrete apron, exterior electrical panel and manual pump to waste outlet. The site will be gravel with a 10' x 10' perimeter chain link fence with privacy slats and gate.

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Task 3 – Well 2 Equipping

Kennedy/Jenks will prepare 90% and 100% design drawings and specifications. This task will provide construction documents for the above ground improvements, pipeline and connection to the existing water treatment plant. Site improvements will include a well outlet concrete apron, exterior electrical panel and manual pump to waste outlet. The site will be gravel with a 10' x 10' perimeter chain link fence with privacy slats and gate.

Task 4 – Well 3 Equipping

Kennedy/Jenks will prepare 90% and 100% design drawings and specifications. This task will provide construction documents for the above ground improvements, pipeline and connection to the existing water treatment plant. Site improvements will include a well outlet concrete apron, exterior electrical panel and manual pump to waste outlet. The site will be gravel with a 10' x 10' perimeter chain link fence with privacy slats and gate.

Task 5 – Well 4 Equipping

Kennedy/Jenks will prepare 90% and 100% design drawings and specifications. This task will provide construction documents for the above ground improvements, pipeline and connection to the existing water treatment plant. Site improvements will include a well outlet concrete apron, exterior electrical panel and manual pump to waste outlet. The site will be gravel with a 10' x 10' perimeter chain link fence with privacy slats and gate.

Task 6 – Wells 3 and 4 Portable WTP

Kennedy/Jenks will prepare 90% and 100% design drawings and specifications for a pre-manufactured or portable water treatment plant for anticipated manganese removal at Wells 3 and 4. Both wells are in the same general vicinity and both will be connected to the new WTP for treatment prior to being connected to the District's water distribution system. The WTP may include pumps, pressure filters, valving, controls, chemical addition, disinfection, backwash waste holding tank, backwash recycle and backwash disposal into the adjacent drainage swale. This work scope task is difficult to anticipate prior to knowing water quality and well capacity, and will be revisited once these are known.

Task 7 – Bidding and Contract Support

Kennedy/Jenks will assist the District with bidding and contract support services in coordination with ensuring work scopes from project consultants and contractors are consistent with project goals, contracts are in place, and managing budgets. The bidding support shall include issuing the bid documents to the well drilling contractor, responding to bidder's questions by issuing up to two addendums, and reviewing the bids for completeness and comparison to the cost estimate.

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Task 8 – Project Management

This task provides general project coordination efforts required to organize the project team, assign and control work, prepare and submit invoices, and report progress to the District. The purpose of this task is to provide supervision and coordination of the project team for the duration of the work to ensure timely and successful project completion. The work in this task includes developing and maintaining schedules, project status conference calls, and compliance with Quality Assurance/Quality Control (QA/QC) procedures. This task also provides for internal QA/QC review of all deliverables prior to submittal to the District. Kennedy/Jenks' senior staff not directly involved in the project work shall provide QA/QC review of key aspects and provide independent peer review.

Phase 5 – Engineering Assistance During Construction

Kennedy/Jenks will provide technical support during construction to resolve questions, provide necessary inspections as requested by the District on a time and materials basis. The budget is based on two site visits during drilling and two during equipping. The District will contract with a certified water quality laboratory for a full analysis as required under California Code of Regulations, Title 22, for demonstrating compliance with California Drinking Water Standards. Kennedy/Jenks will coordinate with the Contractor and the District's preferred laboratory service provider to facilitate sampling at the completion pump testing.

Task 1 – Medina Well Equipping

Kennedy/Jenks will provide technical support during construction, perform office engineering to resolve questions, conduct periodic site inspections and prepare project record drawings based on Contractor provided, marked-up as-builts. Our work will include weekly scheduled conference calls with the District and Contractor to track the progress of the work and provide technical input. We will review the Contractor progress pay requests and provide recommendations for payment to the District. We will conduct the pre-final and final inspections prior to preparing a recommendation for final acceptance. Kennedy/Jenks will work with The Source Group to establish an estimated well capacity. Kennedy/Jenks will coordinate regularly with District Staff to assess construction progress and maintain the project schedule.

Task 2 – Well 2 Drilling

Kennedy/Jenks will coordinate with The Source Group during well drilling to establish well depth, casing size and depth, and screen locations, and test pump size and depth placement. Pump testing and water quality testing coordination will also take place. Kennedy/Jenks will work with The Source Group to establish an estimated well capacity.

Task 3 – Well 2 Equipping

Kennedy/Jenks will provide technical support during construction, perform office engineering to resolve questions, conduct periodic site inspections and prepare project record drawings based on Contractor provided, marked-up as-builts. Our work will include weekly scheduled conference calls with the District and Contractor to track the

Peter J. Kampa
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progress of the work and provide technical input. We will review the Contractor progress pay requests and provide recommendations for payment to the District. We will conduct the pre-final and final inspections prior to preparing a recommendation for final acceptance.

Task 4 – Well 3 Drilling

Kennedy/Jenks will coordinate with The Source Group during well drilling to establish well depth, casing size and depth, and screen locations, and test pump size and depth placement. Pump testing and water quality testing coordination will also take place. Kennedy/Jenks will work with The Source Group to establish an estimated well capacity.

Task 5 – Well 3 Equipping

Kennedy/Jenks will provide technical support during construction, perform office engineering to resolve questions, conduct periodic site inspections and prepare project record drawings based on Contractor provided, marked-up as-builts. Our work will include weekly scheduled conference calls with the District and Contractor to track the progress of the work and provide technical input. We will review the Contractor progress pay requests and provide recommendations for payment to the District. We will conduct the pre-final and final inspections prior to preparing a recommendation for final acceptance.

Task 6 – Well 4 Drilling

Kennedy/Jenks will coordinate with The Source Group during well drilling to establish well depth, casing size and depth, and screen locations, and test pump size and depth placement. Pump testing and water quality testing coordination will also take place. Kennedy/Jenks will work with The Source Group to establish an estimated well capacity.

Task 7 – Well 4 Equipping

Kennedy/Jenks will provide technical support during construction, perform office engineering to resolve questions, conduct periodic site inspections and prepare project record drawings based on Contractor provided, marked-up as-builts. Our work will include weekly scheduled conference calls with the District and Contractor to track the progress of the work and provide technical input. We will review the Contractor progress pay requests and provide recommendations for payment to the District. We will conduct the pre-final and final inspections prior to preparing a recommendation for final acceptance. Kennedy/Jenks will work with The Source Group to establish an estimated well capacity.

Task 8 – Wells 3 and 4 Portable WTP

Kennedy/Jenks will provide technical support during construction, perform office engineering to resolve questions, conduct periodic site inspections and prepare project record drawings based on Contractor provided, marked-up as-builts. Our work will include weekly scheduled conference calls with the District and Contractor to track the progress of the work and provide technical input. We will review the Contractor progress

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pay requests and provide recommendations for payment to the District. We will conduct the pre-final and final inspections prior to preparing a recommendation for final acceptance. District public works staff will be responsible for startup and commissioning of the WTP.

Task 9 – Project Management

This task provides general project coordination efforts required to organize the project team, assign and control work, prepare and submit invoices, and report progress to the District. The purpose of this task is to provide supervision and coordination of the project team for the duration of the work to ensure timely and successful project completion. The work in this task includes developing and maintaining schedules, project status meetings, and compliance with Quality Assurance/Quality Control (QA/QC) procedures. This task also provides for internal QA/QC review of all deliverables prior to submittal to the District. Kennedy/Jenks' senior staff not directly involved in the project work shall provide QA/QC review of key aspects and provide independent peer review.

Deliverables:

- One (1) hard copy set of reviewed Contractor submittals and RFIs
- Field notes and weekly conference call notes
- Review and recommendations for Progress Payment requests
- Pre-final inspection notes and Punch List
- Final Inspection and recommendation for Final Acceptance
- One (1) hard copy and electronic copy (AutoCAD and PDF) of well equipping record drawings

Phase 6 – LDPCSD/Yosemite-Mariposa IRWM Prop 84 IRWM Grant Application
Kennedy/Jenks proposes to perform the following scope of services based on our discussion with LDPCSD, Yosemite-Mariposa IRWM, and the preliminary information provided by LDPCSD. Efforts will be made to utilize additional resources offered by staff of the Mariposa County Resource Conservation District (RCD). The project will be billed on a time and materials basis, therefore if RCD support is provided that reduces our efforts, we will only bill for the actual work completed by Kennedy/Jenks.

The tasks outlined below are based on the final May 2015 Proposition 84 IRWM 2015 Implementation Grant Proposal Solicitation Package (PSP) and accompanying final May 2015 Guidelines for the Proposition 84 IRWM grant program. Based on the initial conversation regarding project selection discussed with the LDPCSD, we understand the following projects are likely to be included in the drought grant application. Our approach is based on the

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assumption that there will be three (3) projects, all for LDPCSD, included in the application. There may be changes to the overall level of effort if one of the projects is removed from the application, or a different project is added after this agreement has been approved. The projects to be included in the grant application are:

1. Water Service Line Replacement for Leak Reduction
2. Water Use Efficiency for Mariposa County portion of LDPCSD
3. Wells 3 and 4

The tasks outlined below are based on the final May 2015 Proposition 84 IRWM Implementation 2015 Grant PSP and Guidelines. The grant application elements include Attachments that generally need to cover each project individually, as well as integrate across projects (Attachments 1, 3, 4, 5, 6, 7, and 8 and the GRanTS questionnaire for the on-line portion of the application). In addition, as part of Attachment 2 Kennedy/Jenks will need assistance from LDPCSD to summarize the regional drought impacts and water conservation program elements that have been implemented with supporting documentation.

Task 1 – Information Collection

Kennedy/Jenks will review Request for Information materials for the three projects with LDPCSD and their consultant. Customized information specific to each project will be requested as appropriate, for each project. Kennedy/Jenks will also provide a sample work plan, budget, schedule, and examples of performance measures from past Implementation Grant applications. Kennedy/Jenks will prepare a “mockup” of the Technical Justification section including definitions of “physical benefits”, “with and without project conditions”, and “primary and secondary benefits” to assist LDPCSD in the preparation of appropriate documentation. Self-certification forms for the compliance with the Groundwater Management Plan Act (CWC §10753.7), AB 1420 (CWC §10631.5), and Water Meter Compliance (CWC §525 et seq.) will be provided for completion by each project proponent, as appropriate.

Kennedy/Jenks will also create a mockup of the information-gathering template for the cost effectiveness analysis that will include project capital and operation, maintenance, and replacement (OM&R) costs over the project lifetime, a description of the project alternatives considered, information on the capital and OM&R costs of those alternatives, and explanation of why the proposed project was selected if it is not the least cost alternative.

We will conduct up to two (2) hour conference calls for each project to review the requests for information, discuss the projects, answer questions, and identify any data gaps that may warrant additional consideration of the subject project(s).

Kennedy/Jenks and our subconsultant, Stratus will review materials provided by project proponents and then schedule phone calls with each project proponent. The intent of the phone call will be to clarify on the materials provided and to brainstorm on potential project benefits. One phone call, up to 2 hours in length is proposed with each project

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proponent. However additional coordination between LDPCSD, Stratus, and Kennedy/Jenks may be necessary by email or telephone.

Task 2 – GRanTS Form

LDPCSD or RCD will open the GRanTS account, and complete relevant project applicant information and provide access to two Kennedy/Jenks users to the account. Kennedy/Jenks will prepare the on-line GRanTS applicant information tab. The GRanTS applicant information tab (pg. 10 of the PSP) requires information regarding the Applicant (LDPCSD), proposal objective, a summary budget (derived from Attachment 5), geographic and legislative information, a name, and start/end date for each project as well as 7 narrative questions regarding the project, and overall eligibility. In addition, basic information specific to each project such as organizational information, budget, and schedule information will also be required. A draft of the questionnaire will be developed in MS Word and circulated to LDPCSD staff, for review, and comments will be incorporated before submitting the final version to the online system.

Task 3 – Attachment 1 – Authorization and Eligibility Requirements

Kennedy/Jenks will assist in preparation and/or assembly of the authorization and eligibility documentation for this attachment using information provided by LDPCSD and RCCD. The LDPCSD will provide a resolution adopted by their Board designating an authorized representative to submit the application and execute an agreement with the State for an IRWM Implementation Grant.

Evidence of formal adoption of the IRWM Plan will be required from LDPCSD. Formal adoption can be documented by a resolution or similar action, with signatures and dates of signatures by all Yosemite-Mariposa IRWM (Y-M IRWM) members consistent with CWC § 10543. The PSP notes that if proof of adoption was submitted with any IRWM grant applications after January 1, 2012 (such as the Round 2 Implementation Grant and the Drought Grant), Kennedy/Jenks will utilize portions of that documentation and new documentation may not have to be resubmitted for some Y-M IRWM members.

Additional Attachment 1 required documentation includes denoting how each project proponent is:

- proposing a project that is consistent with the adopted IRWM Plan (see Task 1)
- either a local public agency or applicable non-profit organization

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- meeting urban water management compliance (as applicable); this requires self-certification documentation
- meeting agricultural water management compliance (as applicable)
- meeting surface water diverter compliance (as applicable)
- in compliance with a groundwater management plan for those projects with potential direct groundwater impacts, and
- California Statewide Groundwater Elevation Monitoring (CASGEM) compliant

Confirmation of applicability of compliance forms will occur once project and applicant selection is confirmed. Certification documents will need to be provided signed and submitted in hard copy. Only a single hard copy submittal is required for this attachment.

Task 4 – Attachment 2 – Project Justification

Attachment 2 provides a summary of the three proposed projects, including the purpose and how it meets the needs created by the drought. The attachment also contains the estimated physical benefits of each project; justifies how the project is technically feasible; describes how the project can achieve the claimed level of benefits; and explain whether the benefits will be attained through the least cost alternative. It will be presented in the following sub-sections:

- Project Summary Table: Table 4 from the draft PSP will be completed with one column per project to identify the applicable IRWM Project Elements.
- Project Description. A narrative summary limited to 25 words per project followed by an expanded description and a discussion on how the project will address a current need of the region, limited to one page.
- Regional Map and Project Map: A regional map will be prepared by Kennedy/Jenks, based on information provided by LDPCSD and their consultant that includes the IRWM regional boundary and a marker identifying the location of each project contained in the proposal. There will also be a map for each project, also based on information from LDPCSD, that shows, as applicable, the project's geographical location and the surrounding work boundaries, facilities of the project, the water resources (groundwater or surface water) that will be affected, and proposed monitoring locations based on information provided by the project proponent.

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- Project Physical benefits: describes and quantifies the expected measurable accomplishments of a project. To be eligible to receive IRWM Grant funding each project must have multiple benefits (§75026 (a)).
- Technical Analysis of Physical Benefits Claimed: addresses the technical basis for the projects, recent and historical conditions, estimates of without-project conditions, description of methods used to estimate physical benefits.
- Project Performance Monitoring Plan. A table describing the tools and methods used to monitor project performance and interim targets used to track progress, based on benefits claimed for each project.
- Cost Effectiveness/Project Analysis: evaluates whether the physical benefits provided by the project are provided at the least possible cost. If a lower cost alternative exists and no other features of the proposed project justify its implementation over the alternative, then the proposed project is not cost-effective, and an explanation must be provided for why it was selected as the preferred alternative. If the lowest cost alternative costs more than the proposed project, then the cost savings from implementing the proposed project will be viewed as a project benefit.

Stratus will provide consultation for portions of Attachment 2 pertaining to the technical justification and cost-effectiveness analysis of the projects. Specifically, Stratus will support Kennedy/Jenks efforts in completing the Project Physical Benefits section and Table 5 (of the draft PSP) which presents all physically quantifiable benefits. At least one table will be completed for each claimed primary and secondary benefit for each project contained in the Proposal. Stratus will also support the Technical Analysis (including technical justification for each project, recent and historical conditions, without-project baseline, methods to estimate physical benefits, any new facilities or policies needed, and any potential adverse effects of the project).

Per the PSP, a Project Performance Monitoring Plan (Table 6) will be completed for each project to help ensure the proposed project meets its intended benefits. The monitoring plan subtask will be completed by Kennedy/Jenks, based on information provided by the project proponent. Lastly, Kennedy/Jenks will lead the completion of the narrative discussion of alternative project(s) to the proposed project and cost-effectiveness analysis with a discussion of why the current project was selected if it is not the most cost-effective and complete Table 7 – Cost Effective Analysis. Stratus will assist/advise Kennedy/Jenks on all of the above tasks, based on information provided by the project proponent.

Based on information provided by project proponents, Kennedy/Jenks will prepare questions and data requests based on these materials, and review these with Stratus before submittal to the LDPCSD for distribution to the project proponents. These detailed information requests will serve as a guide for teleconferences with

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Kennedy/Jenks and LDPCSD to gain a complete understanding of the projects, data available and additional data or understanding needed to complete the analyses. This task includes one (1) 2-hour conference call (for each of the projects) with two (2) staff from Kennedy/Jenks, and LDPCSD, to obtain details on benefits of each project. Additional conference calls between Kennedy/Jenks, LDPCSD and Stratus are anticipated to plan and manage the work.

Task 5 – Attachment 3 - Work Plan

Based on information requested of, and provided by, each project proponent, the Work Plan will be prepared that includes a summary of the tasks necessary to complete each project included within the Proposal. In accordance with the final PSP, the Work Plan includes descriptions of the major project tasks, anticipated deliverables for each task, and current status (% complete) by task for each project. The Work Plan is limited to five pages per project.

The Work Plan tasks will be consistent with the major tasks identified in Attachment 4 – Budget, and Attachment 5 – Schedule.

Task 6 – Attachment 4 – Budget

Kennedy/Jenks will provide an example detailed budget form within Task 1 as well as an example narrative that documents the development of the costs for each budget category for a previous grant project. Kennedy/Jenks will provide clear descriptions of eligible costs, funding match, and state funds. Kennedy/Jenks will review budget information provided by project proponents for consistency with Attachment 3 - Work Plan, and Attachment 5 - Schedule. Using information provided by all project proponents, Kennedy/Jenks will prepare the budget section to comply with the format found in the PSP Table 8 – Project Budget as well as a proposal budget consistent with the PSP Table 9. It is understood that in addition to the budgets for the projects, the proposal budget will include a Grant Administration budget and District will provide this budget amount to Kennedy/Jenks when required for the application.

Task 7 – Attachment 5 – Schedule

Kennedy/Jenks will prepare a project schedule for each project using either Microsoft Project or Microsoft Excel. The schedules will be consistent with the grant application template described in Task 1 and will show the sequence and timing of implementation of each project with a planned start by April 1, 2016. While not an eligibility requirement, Proposals that contain projects or programs which are not ready to proceed to construction/implementation on or before April 1, 2016 or be completed by October 31, 2019 will not be able to obtain the maximum points for the Schedule Scoring Criterion. For construction projects, “ready to proceed” means that construction bids have been awarded by the specified date.

The schedule will show the start and end dates for each milestone and will be in a horizontal bar or Gantt chart format. In addition, based on information provided by the

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project proponent, there will be a narrative (no more than 500 words per project) describing how the schedule is realistic, reasonable, and accomplishable.

Task 8 – Attachment 6 - Program Preferences

Kennedy/Jenks will prepare a discussion of how each project assists in meeting the Program Preference(s) as described in the May 2015 Guidelines Section II.F (including Table 1). The discussion will identify the specific Program Preference(s) that the Proposal will meet; the certainty that the Proposal will meet the Program Preference(s); and the breadth and magnitude to which the Program Preference(s) will be met. Also included will be a discussion of whether the proposal addresses the Human Right to Water Policy in CWC §106.3.

Task 9 - Attachment 7 - Disadvantaged Community Assistance

Attachment 7 is optional for the application and is required only if the proposal includes a project that specifically addresses a need of a DAC. It is believed that two of the three projects are in a DAC and the third will benefit a DAC; this will be confirmed when project latitude/longitude are received. These proponents will need to provide Kennedy/Jenks information that supports the determination of DACs in their project's service area, such as a map or shapefile that shows the project service area is congruent with a DAC as shown using the median household income (MHI) data and/or income survey information.

After consulting the May 2015 Guidelines to determine that the projects qualify for DAC assistance and using input from the project proponents, Kennedy/Jenks will describe the specific DAC needs met by the proposed project and how the project addresses the each need.

Task 10: Grant Application Production

The limited timeframe means it will not be possible to prepare multiple drafts of the entire grant application. Rather, Kennedy/Jenks proposes submitting grant materials to LDPCSD staff as these materials are completed and the reviewers will have up to two opportunities to review and comment on materials. It is expected that attachments for the first representative project will receive several reviews to identify problems/issues and work flow so that subsequent attachments will be able to be completed with fewer reviews. The effort in this task also includes word processing and table formatting.

The complete Proposal and all supporting documentation will be submitted no later than the final PSP deadline (August 7, 2015) via electronic submittal through DWR's on-line GRanTS system, and as a hardcopy submittal.

DWR is requiring electronic submittal of all attachments and hard-copy submittal of forms associated with Attachment 1. Attachments and supporting documentation will be submitted in an electronic format where applicable. File size for each attachment submitted via GRanTS is limited to 50MB.

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Deliverables:

- One hard copy and one electronic CD-ROM of the Proposal will be provided to the District.

Task 11 – Project Management

Project Management activities will include coordination of Kennedy/Jenks staff, internal project setup, preparation of monthly billings, and other project management duties such as quality assurance/quality control review on a technical and editorial basis. The major project management activities that will be enacted as part of the grant application development process will be to:

- Develop a grant development schedule that clearly lays out when input from each project proponent is required, and to set strict review timeframes. The grant development schedule will identify “critical path” items.
- Provide regular tracking of information received from project proponents, the status of the project proponent information (e.g., outstanding, reviewed, additional information needed). Provide regular tracking of each attachment.
- Setup of a data management system for collecting and providing access to review the documents and working draft/final application.
- Review of project status reports.
- Conduct internal coordination conference calls during application and weekly calls with LDPCSD and RCD (as applicable) for coordination.

Quality Assurance/Quality Control:

Kennedy/Jenks will provide quality control/quality assurance review of the grant application sections to ensure that it meets our quality standards and maintains consistency with the PSP and Guidelines prior to submitting them to the LDPCSD.

Schedule

Time is of the essence for completion of the project and appropriate staff will be assigned to the project and work diligently through its completion.

Fee

Kennedy/Jenks proposes a not to exceed budget of \$341,559 for phases 1-5 and \$87,672 for phase 6 pursuant to the enclosed fee spreadsheets with this amendment to provide the services described herein in accordance with the standard conditions in the current contract agreement between the District and Kennedy/Jenks. Grant application and engineering services will be

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provided on a time and materials basis and the budget will not be exceeded without prior written authorization from the District.

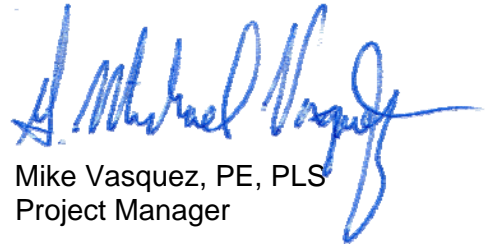
We look forward to continue working with you to assist the District with resolving this very challenging issue of water supply. If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization. Please contact Tim Williams or Mike Vasquez at (916) 858-2700 if you have any questions regarding Phases 1-5 or Sachi Itagaki at (650) 852-2817 or Sean Maguire (916) 858-2700 regarding Phase 6 or require additional information.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Tim Williams, PE
Principal



Mike Vasquez, PE, PLS
Project Manager

AUTHORIZATION:

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

By: _____
(Signature)

Name/Title: Peter J. Kampa, General Manager

Date: _____

Enclosure: Fee Spreadsheet Phases 1-5
Fee Spreadsheet Phase 6

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Lake Don Pedro CSD
 PROJECT Description: Drought Emergency Services - Amendment #1
 Proposal/Job Number: 1570004*00 Date: 6/11/2015

January 1, 2015 Rates	D. Ferguson E8	T. Walkim E8	A. Peterson E8	S. Itagaki E7	M. Vasquez E6	J. Morris E5	J. Lau E4	R. Young E3	J. Rios E2	Eng-Sci-1	Designer	CAD	C. Cotton Project Adm.	B. Eklund Adm. Assist.	Aide	Total	KJ Labor	KJ Escalation	KJ Comm. Charges	Sub Fees	Sub Contr. #2	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$270	\$250	\$250	\$235	\$215	\$190	\$175	\$160	\$145	\$130	\$155	\$120	\$110	\$90	\$70	Hours	Fees	3%	4%	Fees	Fees	10%	Fees	10%				Fees
Phase **** (Default)																												
Task **** (Communications Charges)																		\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0
Task **** (Contingency)																		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase **** - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1 - Emergency Drought Services																												
Task 1 - DWR Grant Agreement Attachments (Well 2)					4				6								10	\$1,730	\$52			\$0		\$0	\$1,782	\$0	\$0	\$1,782
Task 2 - SRF Funding Application (Wells 3 & 4)					12				24								36	\$6,060	\$182			\$0		\$0	\$6,242	\$0	\$0	\$6,242
Task 3 - USDA RD Application (Wells 3 & 4)					6				10								16	\$2,740	\$82			\$0		\$0	\$2,822	\$0	\$0	\$2,822
Task 4 - Feasibility Evaluation of a Permanent Water Supply Solution					10			10	10			16					46	\$7,120	\$214			\$0		\$0	\$7,334	\$0	\$0	\$7,334
Task 5 - SRF Application (Permanent Water Supply)																	0	\$0	\$0			\$0		\$0	\$0	\$0	\$0	\$0
Task 6 - USDA RD Application (Permanent Water Supply)						40											0	\$0	\$0			\$0		\$0	\$0	\$0	\$0	\$0
Task 7 - As-Needed Assistance																	80	\$14,400	\$432			\$0	\$750	\$75	\$14,832	\$0	\$825	\$15,657
Task 8 - Project Management			4	8	80				20				12	24			148	\$26,460	\$794			\$0	\$750	\$75	\$27,254	\$0	\$825	\$28,079
Phase 1 - Subtotal	0	0	4	8	152	0	0	10	110	0	0	16	12	24	0	336	\$58,510	\$1,755	\$0	\$0	\$0	\$1,500	\$150	\$60,265	\$0	\$1,650	\$61,915	
Phase 2 - Additional Grant Applications and Engineering Assistance for Drought Emergency Services																												
Task 1 - Test Hole Coordination			2		10				20								32	\$5,550	\$167			\$0		\$0	\$5,717	\$0	\$0	\$5,717
Task 2 - FEMA Hazard Mitigation Grant Program Pre-Application				2	10				4								16	\$3,200	\$96			\$0		\$0	\$3,296	\$0	\$0	\$3,296
Task 3 - Yosemite/Mariposa IRWMP Grant Applications			2	16													18	\$3,910	\$117			\$0		\$0	\$4,027	\$0	\$0	\$4,027
Task 4 - Funding Source and Expenditure Management					40				20								60	\$11,500	\$345			\$0		\$0	\$11,845	\$0	\$0	\$11,845
Phase 2 - Subtotal	0	0	2	4	76	0	0	0	44	0	0	0	0	0	0	126	\$24,160	\$725	\$0	\$0	\$0	\$0	\$0	\$24,885	\$0	\$0	\$24,885	
Phase 3 - Environmental Documents																												
Task 1 - Technical Studies					4												4	\$860	\$26		\$12,317		\$1,232	\$0	\$886	\$13,549	\$0	\$14,435
Task 2 - Environmental Documents					4												4	\$860	\$26		\$5,312		\$531	\$0	\$886	\$5,843	\$0	\$6,729
Task 3 - On-Call Services					4												4	\$860	\$26		\$5,000		\$500	\$0	\$886	\$5,500	\$0	\$6,386
Phase 3 - Subtotal	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	12	\$2,580	\$77	\$0	\$22,629	\$0	\$2,263	\$0	\$2,657	\$24,892	\$0	\$27,549	
Phase 4 - Engineering Design																												
Task 1 - Medina Well Testing			6		24				24								54	\$10,140	\$304			\$0		\$0	\$10,444	\$0	\$0	\$10,444
Task 2 - Medina Well Equipping			8		24	8		24				40					104	\$17,320	\$520			\$0		\$0	\$17,840	\$0	\$0	\$17,840
Task 3 - Well 2 Equipping			8		24	8		16				24					80	\$14,120	\$424			\$0		\$0	\$14,544	\$0	\$0	\$14,544
Task 4 - Well 3 Equipping			8		24	8		24				24					88	\$15,400	\$462			\$0		\$0	\$15,862	\$0	\$0	\$15,862
Task 5 - Well 4 Equipping			8		24	8		24				24					88	\$15,400	\$462			\$0		\$0	\$15,862	\$0	\$0	\$15,862
Task 6 - Wells 3 and 4 Portable WTP			16		40	8		40				40					144	\$25,320	\$760			\$0		\$0	\$26,080	\$0	\$0	\$26,080
Task 7 - Bidding and Contract Support			6		24			16									46	\$9,220	\$277			\$0		\$0	\$9,497	\$0	\$0	\$9,497
Task 8 - Project Management	36	2			40			20						28			126	\$24,540	\$736			\$0	\$2,500	\$250	\$25,276	\$0	\$2,750	\$28,026
Phase 4 - Subtotal	36	2	60	0	224	40	0	164	24	0	0	152	0	28	0	730	\$131,460	\$3,944	\$0	\$0	\$0	\$2,500	\$250	\$135,404	\$0	\$2,750	\$138,154	
Phase 5 - Engineering Assistance During Construction																												
Task 1 - Medina Well Equipping			4		16			16									36	\$7,000	\$210			\$0		\$0	\$7,210	\$0	\$0	\$7,210
Task 2 - Well 2 Drilling			4		16			16									36	\$7,000	\$210			\$0		\$0	\$7,210	\$0	\$0	\$7,210
Task 3 - Well 2 Equipping			4		16			16				10					46	\$8,200	\$246			\$0		\$0	\$8,446	\$0	\$0	\$8,446
Task 4 - Well 3 Drilling			4		16			16									36	\$7,000	\$210			\$0		\$0	\$7,210	\$0	\$0	\$7,210
Task 5 - Well 3 Equipping			4		16			16				10					46	\$8,200	\$246			\$0		\$0	\$8,446	\$0	\$0	\$8,446
Task 6 - Well 4 Drilling			4		16			16									36	\$7,000	\$210			\$0		\$0	\$7,210	\$0	\$0	\$7,210
Task 7 - Well 4 Equipping			4		16			16				10					46	\$8,200	\$246			\$0		\$0	\$8,446	\$0	\$0	\$8,446
Task 8 - Wells 3 and 4 Portable WTP			16		40			16				10					82	\$16,360	\$491			\$0		\$0	\$16,851	\$0	\$0	\$16,851
Task 9 - Project Management			6		40			16						36			98	\$15,900	\$477			\$0	\$1,500	\$150	\$16,377	\$0	\$1,650	\$18,027
Phase 5 - Subtotal	0	0	50	0	192	0	0	144	0	0	0	40	0	36	0	462	\$84,860	\$2,546	\$0	\$0	\$0	\$1,500	\$150	\$87,406	\$0	\$1,650	\$89,056	
All Phases Total	36	2	116	12	656	40	0	318	178	0	0	208	12	88	0	1666	\$301,570	\$9,047	\$0	\$22,629	\$0	\$2,263	\$5,500	\$550	\$310,617	\$24,892	\$6,050	\$341,559

Proposal Fee Estimate

CLIENT Name: Lake Don Pedro CSD
 LDPCSD Phase 6: Yosemite-Mariposa IRWM -2015 Prop 84
 PROJECT Description: IRWM Grant Application - Three Projects
 Proposal/Job Number: _____ Date: 6/12/2015

January 1, 2015 Rates	Eng-Sci-8	Eng-Sci-7 Itagaki	Eng-Sci-6 Maguire	Eng-Sci-6 Vasquez	Eng-Sci-5 Goel	Eng-Sci-4 Lau	Eng-Sci-2	Designer	CAD	Project Admin.	Aide	Total	KJ Labor	Sub Stratus	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses	
Classification:												Hours	Fees	Fees	10%	Fees	10%				Fees	
Hourly Rate:	\$250	\$235	\$215	\$215	\$190	\$175	\$145	\$155	\$120	\$110	\$70											
Phase 6 – Prop 84 Implementation Grant Application																						
Task 1 Information Collection and Attachment Templates		1	4	2	4	2						13	\$2,635	\$1,200	\$120	\$100	\$10	\$2,635	\$1,320	\$110	\$4,065	
Task 2 GRanTS Form		1	4		2	6	8					21	\$3,685		\$0	\$80	\$8	\$3,685	\$0	\$88	\$3,773	
Task 3 Attachment 1 – Authorization and Eligibility Requirements			2			2	8					12	\$1,940		\$0	\$80	\$8	\$1,940	\$0	\$88	\$2,028	
Task 4 Attachment 2 – Project Justification		14	8	12	50	32	16		8	8		148	\$26,850	\$875	\$88	\$300	\$30	\$26,850	\$963	\$330	\$28,143	
Task 5 Attachment 3 - Work Plan		2	6	4	2	12	4			4	6	40	\$6,540		\$0	\$100	\$10	\$6,540	\$0	\$110	\$6,650	
Task 6 Attachment 4 – Budget		2	6	4	4	8	6			2		32	\$5,870		\$0	\$100	\$10	\$5,870	\$0	\$110	\$5,980	
Task 7 Attachment 5 – Schedule		2	6	4	2	8	6			2		30	\$5,490		\$0	\$100	\$10	\$5,490	\$0	\$110	\$5,600	
Task 8 Attachment 6 - Program Preferences		1	4	1	1	6	2			2		17	\$3,060		\$0	\$40	\$4	\$3,060	\$0	\$44	\$3,104	
Task 9 Attachment 7 - Disadvantaged Community Assistance			2			8	4			2		16	\$2,630		\$0	\$40	\$4	\$2,630	\$0	\$44	\$2,674	
Task 10 Compile Completed Grant Application, Final Review, Submittal		4	8			16	16				13	57	\$8,690		\$0	\$400	\$40	\$8,690	\$0	\$440	\$9,130	
Tasks 1-10- Subtotal	0	27	50	27	65	100	70	0	8	20	19	386	\$67,390	\$2,075	\$208	\$1,340	\$134	\$67,390	\$2,283	\$1,474	\$71,147	
Task 11: Project Management, Conference Calls and Meetings, and QA/QC																						
11.1 Project Management		6	12			6				1	2	27	\$5,290		\$0		\$0	\$5,290	\$0	\$0	\$5,290	
1.2 Conference Calls and Meetings		2	6	4	4	6	6					28	\$5,300		\$0		\$0	\$5,300	\$0	\$0	\$5,300	
11.3 Quality Assurance/Quality Control	16	8										24	\$5,880		\$0		\$0	\$5,880	\$0	\$0	\$5,880	
Task 11 - Subtotal	16	16	18	4	4	12	6	0	0	1	2	79	\$16,470	\$0	\$0	\$0	\$0	\$16,470	\$0	\$0	\$16,470	
All Phases Total	16	43	68	31	69	112	76	0	8	21	21	465	\$83,860	\$2,075	\$208	\$1,390	\$139	\$83,860	\$2,283	\$1,529	\$87,672	

Binkley Associates, Inc.

CONSULTING ENGINEERS

HYDRAULICS · WATER RESOURCES · WATER AND SEWAGE FACILITIES

WATER AUDIT PROGRAM MEMORANDUM

June 9, 2015

Prepared for:

Lake Don Pedro Community Services District

Prepared by:

Binkley Associates, Inc.

The main objective of this Water Audit Program is to estimate loss of water in the supply and distribution systems.

We strongly recommend that LDPCSD obtain and utilize American Water Works Association (AWWA) Manual M36: “Water Audits and Loss Control Programs” and the free water audit software prepared by AWWA titled “AWWA Free Water Audit Software V5.0” (Excel spreadsheets). The AWWA manual provides definitions, background information, and extensive details and recommendations that we will not restate herein. The AWWA manual is available for purchase on their website for download or hard copy. We have attached a copy of their free software to this document as Appendix A.

In addition to AWWA’s Excel software which provides an overall picture of the entire system, we have prepared a separate Excel spreadsheet which you can use to break down your water audit by tank zone (Appendix B). Our spreadsheet provides information for each tank zone in the distribution system and for the raw water supply system. It will help to identify which zones have the highest losses per foot of pipe and you can then use that information to prioritize target areas for programs such as contracting physical leak detection, replacement of customer services, and any other programs addressing other water loss issues.

While the main objective of this audit is to estimate water loss due to leakage (“real” loss), it will also measure unauthorized uses (“apparent loss”) because they are unknown to LDPCSD therefore there is no way to separate them from leaks. We have prepared a spreadsheet that will estimate these real and apparent losses within each tank zone. In the effort to keep it simple, it does not tally apparent water loss due to meter inaccuracy, but instead corrects for it. Apparent water loss due to meter inaccuracy is a concern in terms of potential revenue loss rather than actual water loss (i.e. the water is being used by the customer and is not being lost to system leakage). The spreadsheet can be expanded for the purpose of estimating revenue loss if this information desired for each tank zone, or the AWWA free software can be used for this purpose system-wide.

METER TESTING AND SCADA RECOMMENDATIONS:

All water meters, even new ones, have some degree of inaccuracy. Though it can be small for new meters, they do either over or under register and this adds up over the entire system. Both Excel programs account for this. It is therefore very important to repair/replace meters as needed so that they are as accurate as possible, and test them to determine their accuracy value to be input into the spreadsheet.

Pump Station Zone Meters and Intake Meter:

In some cases, it may be found that the meter or some parts of the meter should be replaced in order to meet AWWA meter performance standards. According to our records, all of these meters were originally Sparling Tube (Propeller) Meters and we do not know whether they have been well maintained or replaced. It is our understanding that the workings of these meters can be removed for replacement or servicing while the tube of the meter stays in place, which simplifies maintenance.

Also according to our records, these meters are not connected to the SCADA system. Connection to the SCADA system will enable all zone meters and tank level readings to happen almost simultaneously, which will help minimize inaccuracy. This will provide a “snapshot” of the water in each zone on the day that customer meters are read. To connect to SCADA, a meter head with a special output needs to be installed on each zone meter. Your SCADA consultant will need to determine the exact specifications of the output and wiring and make the actual connection.

These meters are located at:

- Central Pump Station
- Enebro Pump Station
- Tulipan Pump Station
- Coronado Pump Station
- Barrett Cove Intake
- Plant Effluent (located in vault between plant and road)

Should you decide to hire a meter testing company, we will be happy to work with them directly. We recommend that meter testing and repair be done in conformance with AWWA Standards and recommendations, and a meter testing company should be able to do so. However, should you decide to test in house, a fairly accurate method of testing these meters in house without removing the meter or wasting water involves:

1. Isolate the flow so that water from the tank only can flow through the meter (and no water can flow into the tank).

2. Have someone accurately measure depth of water from top hatch while someone else reads the meter. Measuring by hand will give a more precise result than using the existing transducers, assuming the transducer only measures to the 10th of a foot. Using a flashlight and tape measure may be more accurate than using a sounding tape. The more water pumped for the test, the more accurate the result will be.
3. Compare volume pumped through the meter with volume measured in the tank. The percentage difference will be the accuracy correction for the meter.

Special cases:

- a. The intake meter should be read in conjunction with the intake surge tank level with the booster pump running.
- b. Tulipan pump station is not located at a tank site so this technique can not be used. You can either obtain a very accurate fire hydrant meter and isolate the discharge piping beyond the next hydrant, and flow the hydrant reading both meters simultaneously. This method wastes water and is not as accurate because 1) some services along that section of pipe may be using water during the test; not all can be isolated, and 2) the results are only as good as the fire hydrant meter accuracy. Alternatively, this meter is likely in similar condition as the other pump station meters, so an average accuracy number based on testing of the other meters could be utilized.
- c. Plant effluent meter can be tested using the raw water reservoir. Ensure other plant demands aren't active, including backwash.

Customer Meters:

We understand residential customer meters have been replaced in recent years as part of the AMR project. Therefore, we assume they are fairly accurate but will still need testing to determine a correction value.

- If you have some of the new meters in your warehouse, you may send a group of them to a meter testing facility and obtain the average accuracy to use as a correction in your calculations.
- Review meter reading routes and ensure that commercial meters, fire service meters, and any detector-check meters are being read monthly on the day of their route. They may need to be read manually as non-residential meters may not have been part of your AMR project.

METER READING AND DATA ENTRY:

At the time of writing of this procedure, it is thought that once the AMR system is operational, the entire system may be read in one long working day. We assume that is the case and that all customer meters will be read monthly on one day between 8 a.m. and 8 p.m. This procedure can be modified at a later date if it is determined that two or more days are needed.

Tank level data and pump station meter data should be collected midway through the same day at 2 p.m. This data should be directly input into the Excel spreadsheet.

In your customer meter reading data file, each customer meter must be tagged with their tank zone, and the quantities distributed to customers in each tank zones then must be subtotaled. These subtotals are then inserted into the attached spreadsheet. The tank zones are as follows:

- Central-Enebro
- Arbolada
- Sturtevant
- Coronado-Alamo
- Lazo

At the time of writing this memo, we are working with you to determine which customer addresses fall into each zone.

Warning:

It must be noted here that there are two PRVs in the system that allow water to move BETWEEN tank zones in a high demand emergency situation when the development is close to build-out. This situation should be unusual and these PRVs should be normally closed. However, if one does open it will negatively affect the results of the audit. You may want to consider moving to a manual operation of these PRVs, in other words, keeping a gate valve closed at the PRV, and only opening it if use of the PRV is needed. One is located on Arbolada Drive, and the other is on Villareal Drive. Please notify us immediately if the system operators are aware that these PRVs do sometimes open.

ACCURACY OF PROGRAM:

It is not possible to implement a water audit program that is 100% accurate, so the goal is to be as accurate as possible while keeping cost of the program in mind. Thorough meter testing along with calibration or replacement will be necessary. Testing will determine the correction factor to be used in the spreadsheets.

There will still be some inaccuracy due to lag time since all customer meters can not be read simultaneously with the zone meters and tank levels. The AWWA manual recommends water audit periods should be not less than 12 months, which helps minimize the effects of such lag and also helps account for seasonal changes. We understand that you want information now to help start leak management ASAP in response to the drought. You may utilize monthly data for this purpose, while bearing in mind that over longer periods of time you will have more accurate information.

Finally, please consider our attached spreadsheet a work in progress. It is difficult for us to do a thorough test of our spreadsheet without real data. We therefore request that you send us the data when you start collecting data, so we can check the numbers and correct any errors in the embedded formulae or customize as needed.

Please do not hesitate to contact us if you have any questions.

APPENDIX A:
AWWA FREE WATER AUDIT SOFTWARE V5.0
(MS Excel Format)

APPENDIX B:
LDPCSD WATER AUDIT BY TANK ZONE
(MS Excel Format)

RESOLUTION NO. 2013-4

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE
DON PEDRO COMMUNITY SERVICES DISTRICT REGARDING
DISTRICT POLICY NOT TO SUPPLY WATER TO NEW USES
OUTSIDE THE BOUNDARIES OF THE DISTRICT OR OUTSIDE THE
AUTHORIZED PLACE OF USE OF MERCED IRRIGATION DISTRICT
WATER RIGHT LICENSE 11395**

The Board of Directors of the Lake Don Pedro Community Services District does hereby find:

WHEREAS, the Lake Don Pedro Community Services District (“District”) is a California community services district formed and existing under the provisions of the California Community Services District Law, codified at Government Code §§ 61000-61144, and all acts and laws amendatory thereof or supplementary thereto, and possessing all the powers thereof; and

WHEREAS, the District receives water from Lake McClure on the Merced River; and

WHEREAS, said water is supplied to the District by Merced Irrigation District (MID); and

WHEREAS, MID holds water right License 11395 issued by the State Water Resources Control Board; and

WHEREAS, water received by the District from MID is subject to all conditions imposed on L 11395, including limits on the place of use (POU) of the water; and

WHEREAS, the District has a groundwater well located on Ranchito Road (the Ranchito Well); and

WHEREAS, the District supplies water from the Ranchito Well to approximately 36 water users outside the POU some of whom are also outside the boundaries of the District; and

WHEREAS, the District’s Engineer has determined that the Ranchito Well cannot supply any more uses than those it currently supplies; and

WHEREAS, the District does not have jurisdiction over the annexation into or detachment of territory from the District; and

WHEREAS, the District’s boundaries and the annexation into and detachment of territory from the District are under the jurisdiction of the Mariposa County Local Agency Formation

Commission (LAFCO); and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT RESOLVED by the Board of Directors of the Lake Don Pedro Community Services District hereby adopts the following policies:

- 1 No new water connections will be approved where the water will be used outside the POU.
- 2 No new water connections will be approved where the water will be used outside the District's boundaries. WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on July 15, 2013, by the following vote:

Votes: Carried 3-1-1

Ayes: (3) Day, Afanasiev and, Richardson

Nays: (1) Ross

Abstain: (1) Johnson

_____, President, Board of Directors ATTEST:

_____, ACTING SECRETARY

CERTIFICATE OF SECRETARY

I, _____, the duly appointed and acting 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 _____, Merced Falls Road, on July 15, 2013.

DATED: July 15, 2013.

_____, ACTING SECRETARY

Approved 7/15/2013

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Policy and Procedures Manual

POLICY TITLE: CREDIT CARD USAGE

POLICY NUMBER: 2265

- 2265.1** The purpose of this policy is to prescribe the internal controls for management of District credit cards.
- 2265.2** This policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.
- 2265.3** A credit card shall be issued to the General Manager and other employees as specified by the General Manager. Credit cards shall not be issued or used by members of the Board of Directors.
- 2265.3.1** All credit card bills shall be paid in a timely manner to avoid late fees and finance charges. If needed, payment for these may be made by phone or online as long as a check has been signed according to policy to approve the payment and then the physical check is voided.
- 2265.3.2** All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal *expenses* shall be charged on an District credit card. If there is an overlap on a transaction between personal and District business, the employee shall pay for the transaction personally and then request reimbursement by the District.
- 2265.3.3** All credit card transactions shall have third-part documents (receipts) attached, the District purpose and cardholder's name annotated by the cardholder.
- 2265.3.4** All gas receipts shall have the vehicle, odometer reading, and employee's name annotated by the cardholder.
- 2265.3.5** The General Manager will review and approve all credit card transactions.
- 2265.4** If the required receipts are not provided, the charges will automatically be deducted from the employee's next paycheck.
- 2265.5** Each employee issued a company credit card will sign the attached exhibit "A" recognizing their responsibility for repayment listed in item 2265.4.
- 2265.6** If the employee's credit card is lost or stolen, the employee is responsible to report it immediately to the General Manager so the credit card can be canceled.

Approved and Adopted May 16, 2011

2265.7 A violation of this policy will be grounds for discipline including, but not limited to, termination.

EXHIBIT "A"

Employee Name: _____

Credit card account #: _____

I understand that I am being issued a company credit card under the business name of Lake Don Pedro Community Services District. I have read and understand policy 2265 Credit Card Usage and realize that any charges that do not have valid, detailed receipts will be deducted automatically from my next paycheck.

Employee Signature

Date

General Manager Signature

Date

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Credit Card Use
POLICY NUMBER: 2266
ADOPTED:
AMENDED:

3145. Purpose

The purpose of this policy is to establish the policies and procedures for the issuance and usage of District Credit Cards.

3145.1. Policy/Procedure

3145.1.1. Purpose of District Credit Cards

District credit cards will be issued for the sole purpose of conducting the official business of the District. Credit cards will be provided to the General Manager and select employees for the purpose of making purchases, securing reservations, paying travel expenses, placing orders, and doing District business in the most efficient manner. The District credit card is intended to replace the use of petty cash and open purchase orders.

3145.1.2. Issuance of District Credit Cards

When a District credit card is issued, the General Manager will ask the employee to sign a form acknowledging his/her understanding of the policies and procedures for the use of the District credit card and acknowledging the receipt of the credit card.

3145.1.3. Restricted Use of the Credit Card

The following restrictions are placed on all District credit cards:

3145.1.3.1. Credit cards are issued to District employees for the sole purpose of conducting official business of the District. Improper use of a District credit card will be treated as misuse of public funds and will subject the Cardholder to disciplinary action.

3145.1.3.2. The District credit card is for the cardholder's use only.

3145.1.3.3. Cardholders must ensure that budgeted funds are available prior to making purchases. The General Manager or Supervisors can assist the cardholder with any needed budget information.

3145.1.3.4. The District credit card shall not be used for any of the following:

- Cash advances, wire transfers, money orders, etc.

- Betting, casino gaming, or related activities.
- Political or religious organizations.
- Personal court costs, fines, bail or bonds.
- Purchases of items for which the District has cash discount agreements, unless for an emergency situation.
- Any personal items and personal services.

3145.2. Safekeeping of the Credit Card

The Cardholder is responsible for the security of the District credit card. If a District credit card is used infrequently, such as for staff travel, the card will be safely stored and under the control of the General Manager while it is not in use, and will be signed in and out as needed.

3145.3. Credit Card Purchase Procedures

Cardholders will complete the following steps with each purchase:

- 3145.3.1.** For all orders, including mail and phone, require the vendor to provide a sales draft with pertinent information such as the vendor name, date, items purchased, and total sales. Email or fax confirmation shall be provided to the Supervisor upon receipt.
- 3145.3.2.** All gas receipts shall have the vehicle, odometer reading, and employee's name annotated by the cardholder.
- 3145.3.3.** Retain the sales draft with accompanying receipt/invoice.
- 3145.3.4.** Submit any late received order confirmation receipts to the Supervisor on a monthly basis in conjunction with the credit card billing cycle.

3145.4. Payment of Credit Card Account

The District's Bookkeeper shall complete the following steps upon receipt of the credit card statement:

- 3145.4.1.** Balance all sales drafts to the statement, which will show all transactions made during the billing cycle. All items must be accounted for on the statement with a supporting sales draft, receipt/invoice, log entry, or order form, and district employee signature verifying receipt of all items purchased and/or billed.
- 3145.4.2.** Indicate the account number to be charged for each item by writing it on the statement, or statement recap.
- 3145.4.3.** As quickly as possible following receipt of the monthly statement, the statement will be verified, reconciled and prepared for payment. The payment will be mailed in a timely manner to avoid finance charges. The General Manager or his/her designee is authorized to arrange for automatic payment of the monthly credit card billing if all payment conditions above are met.

3145.5. Lost or Stolen Credit Card

Should a cardholder lose or have his/her District credit card stolen, it is his/her responsibility to contact the bank immediately, and notify the General Manager or Supervisor as well. The Supervisor will record the following: cardholder's complete name; District credit card number; date reported to police, if stolen; date the bank was notified, and; any purchase(s) made on the day the card was lost or stolen. A new

District credit card will be provided to the cardholder as soon as possible from the time the loss or theft is reported to the bank

3145.6. Return of the Credit Card

The General Manager / Supervisor is responsible for retrieving the credit card when an employee separates from the District. Use of the credit card for any purpose after its surrender is prohibited.

3145.7. Responsibility Assignments

Cardholders:	Purchase supplies and services on behalf of the District in accordance with these guidelines
	Notify both the bank and the General Manager / Supervisor if the card is lost or stolen
	Return card to the General Manager if it is not to be used for an extended period
	Provide order confirmation and verification of order receipt as quickly as possible
<hr/>	
CPA:	Review of the monthly credit card charge summary provided by the bank
	Ensure each transaction is fully documented, and ensure that the correct budget account is charged for each purchase
	Prompt payment of the monthly credit card statement
<hr/>	
General Manager	Ensure that the credit card is surrendered upon separation from the District
	Review credit card program administration for compliance with this policy

Exhibit A

Lake Don Pedro Community Services District

*Acknowledgment of Receipt of Credit Card and
Cardholder Agreement*

1. I acknowledge that I have received a Credit Card issued through Lake Don Pedro Community Services District to be used for purposes of conducting District business. I also acknowledge that I have received the District's Credit Card Policy providing guidelines for the use of this card. I agree to read the policy and abide by its procedures.
2. I understand that this card is issued as a convenience to the District and may be cancelled by the District at any time for any reason. I will not permit another person to use the Credit Card issued to me. I further understand that misuse of the card may result in discipline, up to and including termination and legal action.
3. I will be responsible for the security of the card. If lost or stolen, I will immediately notify the District's General Manager and the issuing bank.

I HAVE READ, UNDERSTAND AND AGREE TO THE CONDITIONS ABOVE:

Name of Cardholder

Signature

Date

CARD RECEIPT:

Card Account Number: _____

Date Issued to Cardholder: _____

CARD RETURN:

I hereby surrender the credit card issued to me by the Lake Don Pedro Community Services District. I declare that all outstanding charges on the credit card are for official District business and will be paid through established procedures.

Card Holder Name: _____

Signature/Date Returned: _____

Lake Don Pedro Community Services District

Regular Meeting of June 15, 2015

AGENDA SUPPORTING DATA

5j. Approval of a resolution calling for applications for appointment of a director, in lieu of calling a special election, to replace a candidate elected in the 2014 election that resigned due to inability to fulfill his position on the Board.

Background

The California Elections Code governs the District's elections. One of the recently elected Directors, Jean Hedge, was unable to assume her duties as Director and has resigned his position in writing. The code requires that the Board either appoint a new Board member, allow the County Board of Supervisors to appoint a new Board member (which they are allowed to do after 60 days) or to call for a special election which would occur in both Tuolumne and Mariposa Counties. If the Board chooses to call a special election, the entire cost of the election is the responsibility of the District, in both counties.

In my experience, the appointment of a new Board member, chosen through an inclusive process is the best and most economical method to fill the Board vacancy. The best processes include an application process and simple public interview where all candidates are asked the same questions, prepared and conducted by the District Board. The code requires that a notice of vacancy be posted and published for a minimum of 14 days in advance of the appointment of the new director.

Recommended Motion

Direct staff to arrange for the appointment of a replacement Director.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

RESOLUTION 2015-xxxx

**Resolution to update Signature Cards
On All District Accounts**

WHEREAS, the District has had a change in Directors, Staff, and Bank Account which requires an update to all banking accounts, as well as open a new business account at BBVA Compass, to reflect the current Board of Directors and Staff,

And

WHEREAS, the BBVA Compass Business Money Market Bank requires the log in password, the Local Agency Investment Account requires the pin number and the BBVA Compass Business Checking account is set up to require one (1) signature for the Bank to withdraw funds, however, the District will internally require two (2) signatures – one a Director and one a Staff Member,

NOW THEREFORE IT IS RESOLVED, that the Board of Directors update the BBVA Compass bank accounts, and the Local Agency Investment Fund account to include current Directors and approved staff on the signature cards.

BE IT RESOLVED, on this 15th day of June, 2015 the Board of Directors for the Lake Don Pedro Community Services District have agreed to update the signature cards for the financial institutions as follows:

Authorized Signers
BBVA Compass Business Checking Account

Director Ross
Director Johnson
Director Hankemeier
Director Day
Interim GM Pete Kampa
Syndie Marchesiello

Personnel Authorized to
Transfer Funds and Direct Deposits
BBVA Compass Money Market Account
LAIF Account

Director Ross
Director Johnson
Director Hankemeier
Director Day
Pete Kampa *Interim GM*
Syndie Marchesiello, *Office Supervisor*

WHEREFORE, this resolution was passed and adopted this 15th day of June 2015 at the Regular Meeting by the Board of Directors by the following vote:

AYES: Zero (0)

NAYS: Zero (0)

ABSTAIN: Zero (0)

ABSENT: Zero (0)

Resolution 2015-xxxx

Bank Signature Card Update

This policy supersedes and replaces all previous policies pertaining to Bank Signature Card as of June 15, 2015

President - Board of Directors – Director Johnson

Attest:

Syndie Marchesiello, Board Secretary

CERTIFICATE OF SECRETARY

*I, Syndie Marchesiello, Secretary of the **Lake Don Pedro Community Services District**, do hereby certify that the foregoing Resolution was duly and regularly updated on the 15th day of June, 2015 at the Regular Meeting of the Board of Directors.*

Syndie Marchesiello, Secretary

Resolution 2015-xxxx

Bank Signature Card Update

This policy supersedes and replaces all previous policies pertaining to Bank Signature Card as of June 15, 2015

1 **Articles of Agreement**
2 **California Water/Wastewater Agency Response Network**
3 **WARN 2007 Omnibus Mutual Assistance Agreement**
4

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have
6 adopted and signed this agreement to provide mutual assistance in times of emergency in
7 accordance with the California Emergency Services Act and the California Disaster and Civil
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies
9 and personnel made available on an emergency basis.

10
11 All of said water and wastewater utilities being herein referred to collectively as "the parties."
12

13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree
14 to provide mutual assistance to one another in times of emergency as follows:
15

16
17 **ARTICLE I.**
18 **PURPOSE**
19

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
23 Members coordinate response activities and share resources during emergencies. This
24 Agreement sets forth the procedures and standards for the administration of the Intrastate
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public
26 and private, in the State of California.
27

28
29 **ARTICLE II.**
30 **DEFINITIONS**
31

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance
34 under this.
35
- 36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury
38 to person or property, human suffering or financial loss, and includes, but is not limited to,
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or
42 other conditions which is, or is likely to be beyond the control of the services, personnel,
43 equipment, and facilities of a Member and requires mutual assistance.
44
- 45 C. **Member** – Any public or private water or wastewater utility that manifests intent to
46 participate in the Mutual Aid and Assistance Program by executing this, the California
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.
48
- 49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member’s facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.**
34 **ADMINISTRATION**
35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25

26
27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member’s Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member’s decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member’s employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member’s Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member’s
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member’s
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.** 40 **ARBITRATION** 41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
47
48

1 **ARTICLE IX.**
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
3

4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by
11 personnel provided to Requesting Member from the time assistance is requested and
12 rendered until the assistance is returned to Responding Member's control, portal to portal.
13

14
15 **ARTICLE X.**
16 **SIGNATORY INDEMNIFICATION**
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature
19 arising out of the rendering of assistance through this Agreement, the parties involved in
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose
21 only involvement is the execution and approval of this Agreement, in the transaction or
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage
25 and workers compensation.
26

27
28 **ARTICLE XI.**
29 **WORKER'S COMPENSATION CLAIMS**
30

31 The Responding Member is responsible for providing worker's compensation benefits and
32 administering worker's compensation for its employees. The Requesting Member is
33 responsible for providing worker's compensation benefits and administering worker's
34 compensation for its employees.
35

36
37 **ARTICLE XII.**
38 **NOTICE**
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,
42 contingently or otherwise, affects or might affect them, and each Member shall have the
43 right to participate in the defense of the same, as it considers necessary to protect its own
44 interests.
45
46

1 **ARTICLE XIII.**
2 **INSURANCE**

3
4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**

11
12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**

26
27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**

33
34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**

43
44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

1
2 **ARTICLE XVIII.**
3 **SEVERABILITY**
4

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18
19

20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34

35
36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the [information requested on Emergency](#)

[Contacts List](#) to:

Raymond Riordan
CalWARN, State Steering Committee
2662 Marsh Drive
San Ramon, California 94583.