

**Lake Don Pedro Community Services District**  
9751 Merced Falls Rd., La Grange, CA 95329  
(209) 852-2331 – [www.ldpcsd.org](http://www.ldpcsd.org)

DIRECTORS  
Danny Johnson, President  
Dan Hankemeier, Vice President  
Emery Ross  
Russell Warren  
Nellie Sperry

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

**9751 Merced Falls Road  
June 17, 2019 at 1:00 p.m.**

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

### **AGENDA**

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

**2. PUBLIC COMMENT:**

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

**3. PRESENTATION ONLY:**

- a. Presiding Officer's Report
- b. General Manager's Report:
- c. Chief Plant Operator's Report:

**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 for the period ending May 2019, including summary of claims paid
- b. Approval of the Minutes of the Regular Meeting of May 20, 2019 and Special Meeting of May 22, 2019

**5. Discussion and Action Items**

- a. Approve the 2019/20 Preliminary Fiscal Year Budget
- b. Authorization to transfer funding from LAIF reserves
- c. Adoption of a Resolution accepting dedication of water system improvements constructed by CDDG La Grange, LLC to serve the Dollar General Store located at the Dollar General, 14370 Las Palmas Way
- d. Approve amendment to the General Manager Employment Agreement to receive health benefits

beginning July 1, 2019

- e. Adopt a Resolution for Change of Bank Signature to add and remove employees to bank signature cards

**6. ADJOURNMENT:**

# LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

## OPERATIONS MANAGER REPORT

Board of Directors Meeting  
Monday June 17th 2019

**Treatment Operations** – The plant has continued to operate well with no problems to report at this time.

**Plant Maintenance** –Maintenance included daily cleaning and calibrating of all our process analysis equipment, chemical injection pump maintenance and filter pump/motor maintenance.

E.R.S. Industrial Services was on site and completed the filter surveillance but I am still waiting to receive the final report of analysis.

SCCI is moving along quickly with phase B of the line replacement project. Phase B should be completed or near completion by the end of the week of the board meeting.

**Water Distribution System** - In the distribution system, staff performed site inspections for all facilities and conducted manual reading of all remote tank/pump site meters and gauges.

The service line replacement project has been completed with the exception of a few small asphalt patches remaining and SCCI will be demobilizing this week along with removal of asphalt and spoil piles.

**Intake** – As we all are aware, intake only has one operational pump at this time and last week we had an electrical issue that caused a break down. Luckily with the help from Barry Electric we were able to diagnose and repair the issue using parts from the electrical panel for the other in operational pump. The cause of the problem was not determined but were assuming some kind of power surge resulting in two blown fuses, two burnt relays and a burnt up transformer. While staff was working to repair the intake pump, we had noticed that the air relief valve had a significant leak so we again swapped parts from one pump to another to get the remaining pump operational again.

**Barge** – I have spoken with TLMC in regards to the urgency of needing the barge completed with the potential of intake pump failure. I was informed that all the material has been ordered and they plan to start working on it the week of the board meeting but still could not give me a completion date due to their high work load.

**Wells** – Three of the four wells continue to operate perfectly at this time and Njirich should have construction completed on Ranchito well #1 in the next day or two. Once completed, there will be some time needed for startup and flushing of the well before a series of laboratory testing on the water can be conducted. Upon getting the water analysis results we will have to have the state inspect the results and the well itself before granted permission to bring it online again. In summary, I believe all wells should be online in the first part of July

**Customer Service** - In customer service, staffs remaining available time was spent responding to customer service requests and work orders that included meter lock offs and unlocks, meter read requests, meter install or removals, leak identification and underground service alerts.

**Other** – a new concern that is coming down the line is the mandatory PG&E power outages that can affect all customers in California during times of high fire danger. It has been said that during these outages widespread outages can be anticipated for up to two to five days. Our system at full storage capacity can serve the community for three days without pumping or possibly less depending on high demands with higher temperatures. I highly recommend that we start taking the steps to secure backup power at all necessary stations so water service is not interrupted to our customers and even more important that hydrants will have capability to supply water in case of fires in our community.

Randy Gilgo  
Water Operations Manager/Chief Operator  
Lake Don Pedro C.S.D.

# LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

## Treasurer's Report

Reporting Period: May 2019

**The district ended the month of May 2019 with the following balances in our accounts:**

\* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$	169,427
Total Restricted:		<u>\$ 169,427</u>
Unrestricted:		
Checking	\$	(213,477)
Money Market - Working Capital	\$	826,906
Petty Cash	\$	<u>125</u>
Total Unrestricted:		<u>\$ 613,554</u>
Total Restricted & Unrestricted:		<u>\$ 782,981</u>

**The district ended May 2019 with the following amounts affecting our financial status:**

	May-2019	Year to Date
Sales & Business Revenue:	\$ 120,221	\$ 1,337,937
Total Operating Expenses:	\$ (92,982)	\$ (940,455)
Non-Operating Income/Expense:	\$ (22,965)	\$ (193,962)
Water Drought Income/Expense:	\$ (72,399)	\$ (168,725)
Change in Net Assets (P&L):	\$ (68,125)	\$ 34,795
Net Cash Flow:	\$ (358,251)	\$ (181,067)

**Accounts Receivable:**

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water IRWMP	A/R Water USDA
Current	\$ 26,165	\$ -	\$ -	\$ 103,949	\$ 231,255	\$ -
> 30 Days	\$ 9,218	\$ -	\$ -	\$ -	\$ -	\$ -
> 60 Days	\$ 3,538	\$ -	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 1,229	\$ -	\$ -	\$ -	\$ -	\$ -
> 120 Days	\$ 8,348	\$ 186,360	\$ 5,241	\$ -	\$ -	\$ -
Credits	\$ (15,225)					
<b>Total</b>	<b>\$ 33,273</b>	<b>\$ 186,360</b>	<b>\$ 5,241</b>	<b>\$ 103,949</b>	<b>\$ 231,255</b>	<b>\$ -</b>
<b>Total Combined</b>	<b>\$ 323,582</b>		<b>\$ 5,241</b>		<b>\$ 231,255</b>	
<b>G/L Balance</b>	<b>\$ 323,582</b>		<b>\$ 5,241</b>		<b>\$ 231,255</b>	
<b>Difference</b>	<b>\$ -</b>		<b>\$ -</b>			<b>\$ -</b>

\* Amount of availability payments received: \$174,871

\* Amount of availability payments outstanding: \$11,489

**Accounts Payables:**

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 19,716	\$ -	\$ 1,901
> 30 Days	\$ -	\$ -	\$ 4,610
> 60 Days	\$ -	\$ -	\$ 3,593
> 90 Days	\$ -	\$ -	\$ 7,757
Credits	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 19,716</b>	<b>\$ -</b>	<b>\$ 17,861</b>
<b>G/L Balance</b>	<b>\$ 19,716</b>	<b>\$ -</b>	<b>\$ 17,861</b>
<b>Difference</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

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Name	Title	Date
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**Statement of Revenues and Expenses (P&L)**  
**May 2019 & Year-To-Date Versus 6/30/19 Approved Final Budget**

		May-19	May vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget
<b>Revenue</b>							
01-0-3010-301	Meter Reconnection Fee	-	#DIV/0!	250	#DIV/0!	-	(250)
01-0-3010-302	Donated Capital - Meters Curre	-	0.00%	25,000	166.67%	15,000	(10,000)
01-0-4010-400	Water Sales Residential	23,946	7.58%	273,635	86.62%	315,917	42,282
01-0-4010-402	Water Availability Revenue	15,530	8.31%	171,841	91.91%	186,971	15,130
01-0-4010-403	Water Service Charges	79,889	8.40%	877,999	92.28%	951,430	73,431
01-0-4020-410	Interest Income - LAIF	-	0.00%	3,758	161.84%	2,322	(1,436)
01-0-4020-413	Int Inc Penalties - Customer	2,055	7.12%	25,134	87.13%	28,847	3,713
01-0-4020-414	Transfer Fee Income	550	7.16%	5,550	72.27%	7,680	2,130
01-0-4020-415	Other Income	168	3.04%	6,730	121.57%	5,536	(1,194)
01-0-4020-416	Meter Set Fee	-	0.00%	3,500	194.44%	1,800	(1,700)
01-0-4020-417	Interest Income Guaranty Fed	-	#DIV/0!	-	#DIV/0!	-	-
01-0-4020-901	Hydrant Rental	168	87.50%	1,141	594.27%	192	(949)
01-0-4020-902	Hydrant Consumption	139	288.58%	2,250	4686.50%	48	(2,202)
01-0-4020-999	Avail Fee Income	-	0.00%	1,771	110.22%	1,607	(164)
01-0-4040-100	Lease Fee	900	2.08%	29,970	69.38%	43,200	13,230
01-0-4050-575	Office Fire Reimbursement	-	0.00%	-	0.00%	32,000	32,000
TBD	Connection/Capacity Fees	-				-	-
TBD	Transfer From Reserve	-				-	-
<b>TOTAL REVENUE</b>		<b>123,345</b>	<b>7.75%</b>	<b>1,428,528</b>	<b>89.70%</b>	<b>1,592,550</b>	<b>164,022</b>
<b>Expenses</b>							
01-1-5010-100	Regular Pay - Plant	11,205	7.18%	85,427	54.73%	156,093	70,666
01-1-5010-101	Overtime Pay	1,898	10.76%	15,801	89.61%	17,634	1,833
01-1-5010-102	Sick Pay	505	9.10%	4,035	72.80%	5,543	1,508
01-1-5010-104	Vacation Pay	791	10.55%	6,422	85.65%	7,498	1,076
01-1-5010-105	Holiday Pay	443	6.74%	5,432	82.71%	6,568	1,136
01-1-5010-200	PERS	1,109	11.48%	8,648	89.48%	9,665	1,017
01-1-5010-201	FICA/Medicare	1,151	8.61%	9,111	68.16%	13,367	4,256
01-1-5010-202	SUI	-	0.00%	868	47.96%	1,810	942
01-1-5010-203	Health Insurance	3,736	6.84%	40,692	74.46%	54,646	13,954
01-1-5010-204	Workers Compensation	571	9.43%	6,259	103.39%	6,054	(205)
01-1-5010-206	Dental Insurance	240	7.01%	2,645	77.15%	3,428	783
01-1-5010-207	Vision Care	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	169	5.62%	3,000	2,832
01-1-5020-501	Lease Of Equipment	-	0.00%	-	0.00%	643	643
01-1-5020-510	Repair & Maintenance - Plant	6,140	34.11%	8,076	44.86%	18,000	9,925
01-1-5020-511	Repair & Maintenance - Vehicle	-	0.00%	10,876	93.46%	11,637	761
01-1-5020-512	Repair & Maintenance - Distribution	1,526	2.59%	61,621	104.53%	58,950	(2,671)
01-1-5020-515	R&M Transmission - Intake	-	0.00%	13,862	138.62%	10,000	(3,862)
01-1-5020-520	Small Tools & Equipment	60	2.05%	2,172	74.32%	2,923	751
01-1-5020-522	Gas, Oil & Lubricant - Plant	927	7.76%	11,028	92.24%	11,956	928
01-1-5020-524	Health & Safety	468	7.80%	4,036	67.26%	6,000	1,964
01-1-5020-529	Telephone - T & D	586	7.56%	6,312	81.43%	7,751	1,439
01-1-5020-544	Water Testing Fees	46	0.24%	11,286	59.40%	18,999	7,713
01-1-5020-545	Water System Fees	-	0.00%	3,534	33.86%	10,437	6,903
01-1-5020-548	Water Testing Materials	1,508	39.57%	3,294	86.44%	3,811	517
01-1-5021-521	Water Treatment Chemicals	8,150	20.37%	24,862	62.15%	40,000	15,138
01-1-5021-524	P G & E Power - Office	155	6.00%	2,187	84.75%	2,581	394
01-1-5021-525	P G & E Power - Intake	3,664	5.63%	59,675	91.74%	65,049	5,374
01-1-5021-526	P G & E Power - Well	20	0.66%	239	7.98%	3,000	2,761
01-1-5021-527	P G & E Power - Water Treatment	2,399	7.25%	24,987	75.52%	33,088	8,101
01-1-5021-528	P G & E Power - Distribution	2,525	7.92%	31,182	97.85%	31,868	686
01-1-5021-529	P G & E Power - Well 2	402	13.40%	9,755	325.18%	3,000	(6,755)
01-1-5021-530	P G & E Power - Medina	518	17.26%	3,392	113.05%	3,000	(392)
01-1-5021-532	P G & E Power - Well 5/6	518	17.26%	2,986	99.54%	3,000	14
01-1-5021-561	Purchased Water Actual-mid-p	1,901	2.48%	58,553	76.49%	76,546	17,993
01-1-5023-533	Outside Services	-	0.00%	7,320	25.95%	28,203	20,883
01-1-5023-535	Fire Protection/Weed Control	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5023-537	Pest Control	32	0.55%	4,600	78.82%	5,836	1,236
01-1-5023-538	Engineering Services	450	4.50%	6,654	66.54%	10,000	3,346
01-1-5023-539	Employee Education	-	0.00%	166	4.14%	4,000	3,834



		May vs	2018-2019	YTD vs	2018-2019 Approved	Remaining
	May-19	Budget %	YTD	Budget %	Final Budget	Budget
01-1-5024-540	Memberships	-	400	46.40%	862	462
01-1-5024-542	Publications	-	914	147.86%	618	(296)
01-1-5024-543	Licenses, Permits & Cert.	-	744	92.94%	800	56
01-1-5032-583	Depreciation Expense	20,722	223,936	111.99%	199,967	(23,969)
01-2-6010-100	Regular Pay - Administration	11,035	81,411	93.51%	87,058	5,647
01-2-6010-101	Overtime Pay	362	2,081	84.40%	2,466	385
01-2-6010-102	Sick Pay	463	6,052	101.39%	5,969	(83)
01-2-6010-104	Vacation Pay	751	7,001	98.62%	7,099	98
01-2-6010-105	Holiday Pay	322	4,032	90.43%	4,459	427
01-2-6010-200	PERS	1,032	8,225	127.24%	6,464	(1,761)
01-2-6010-201	FICA/Medicare	951	7,561	90.20%	8,382	821
01-2-6010-202	SUI	7	868	54.94%	1,580	712
01-2-6010-203	Health Insurance	2,011	21,748	91.10%	23,873	2,125
01-2-6010-204	Workers Compensation	56	621	102.84%	604	(17)
01-2-6010-206	Dental Insurance	159	1,752	97.12%	1,804	52
01-2-6010-207	Vision Care	-	-	0.00%	252	252
01-2-6010-546	Travel, Meetings & Mileage	-	39	3.24%	1,200	1,161
01-2-6020-512	Propane	-	633	92.49%	684	51
01-2-6020-515	Customer Billing Supplies	-	1,106	66.33%	1,667	561
01-2-6020-529	Telephone - Admin	313	3,415	89.83%	3,802	387
01-2-6020-530	Office Supplies	155	2,561	106.46%	2,406	(155)
01-2-6020-531	Postage	470	6,734	74.47%	9,042	2,308
01-2-6023-531	Computer IT	4,686	30,429	68.27%	44,572	14,143
01-2-6023-533	Outside Services	9,245	114,050	83.85%	136,017	21,967
01-2-6023-534	Temporary Outside Labor	-	#DIV/0!	#DIV/0!	-	-
01-2-6023-535	Office Cleaning Serv	-	1,360	89.95%	1,512	152
01-2-6023-536	Legal Services	3,420	9,238	89.83%	10,283	1,046
01-2-6023-537	Audit Services	-	7,000	56.68%	12,350	5,350
01-2-6023-539	Employee Education	-	348	23.20%	1,500	1,152
01-2-6024-540	Memberships	-	5,336	82.16%	6,495	1,159
01-2-6024-542	Publications	-	1,079	34.41%	3,137	2,058
01-2-6024-547	County Fees	-	80	79.21%	101	21
01-2-6024-999	County Avail Fee	-	1,788	87.84%	2,035	248
01-3-6025-100	Regular Pay	400	5,600	101.01%	5,544	(56)
01-3-6025-201	FICA/Medicare	31	428	101.04%	424	(4)
01-3-6025-546	Travel, Meetings & Mileage	39	97	4.87%	2,000	1,903
01-9-6030-546	Travel, Meetings & Mileage	-	-	0.00%	95	95
01-9-6030-569	Credit Card Service Charges	525	6,135	99.41%	6,172	37
01-9-6030-572	Business Insurance Expense	2,907	41,427	97.96%	42,289	862
01-9-6030-576	Misc Other Expense	37	259	12.95%	2,000	1,741
01-9-6030-577	Retired Employee Health	2,267	24,857	89.88%	27,655	2,798
01-9-6030-580	Retired EE Benefit Expense	-	-	0.00%	148,142	148,142
01-9-6031-580	Interest Long Term Debt	3,045	35,310	79.01%	44,692	9,382
01-9-6032-583	Depreciation Expense	18	192	87.64%	219	27
01-9-6035-575	Office Fire Recovery	-	#DIV/0!	#DIV/0!	-	-
<b>TOTAL EXPENSES</b>		<b>119,070</b>	<b>1,225,008</b>	<b>75.44%</b>	<b>1,623,876</b>	<b>398,867</b>

	May-19	May vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>						
01-1-5020-535		#DIV/0!	-	#DIV/0!	-	-
01-9-6030-584		#DIV/0!	-	#DIV/0!	-	-
01-9-6030-585		#DIV/0!	-	#DIV/0!	-	-
01-9-6030-586		#DIV/0!	-	#DIV/0!	-	-
01-9-6030-587		#DIV/0!	-	#DIV/0!	-	-
01-9-6030-588		#DIV/0!	-	#DIV/0!	-	-
01-0-1090-315						
01-0-1090-314		0.00%	1,988	2.48%	80,000	78,013
TBD		0.00%	-	0.00%	30,000	30,000
01-0-1090-305		0.00%	6,155	41.03%	15,000	8,845
01-9-6030-591	303,654	31.96%	692,786	72.92%	950,000	257,214
01-9-6030-592	-	0.00%	1,820	16.10%	11,307	9,487
01-9-6030-593	-	0.00%	86,989	104.34%	83,369	(3,620)
<b>TOTAL CIP IN PROGRESS</b>	<b>303,654</b>	<b>25.96%</b>	<b>789,738</b>	<b>67.52%</b>	<b>1,169,676</b>	<b>379,938</b>
<b>CARRYOVER PROJECT (GRANT) REVENUE</b>						
01-0-4020-418		#DIV/0!	21,630	#DIV/0!		
01-0-4020-419		#DIV/0!	21,630	#DIV/0!		
01-0-4020-420		#DIV/0!	21,630	#DIV/0!		
01-0-4020-421		#DIV/0!	21,630	#DIV/0!		
01-0-4020-428		#DIV/0!		#DIV/0!		
01-0-4020-429		#DIV/0!	45,672	#DIV/0!		
TBD					86,520	
01-0-4020-425	60,579	7.15%	244,552	28.86%	847,287	602,735
01-0-4020-427	15,006	13.99%	130,270	121.45%	107,260	(23,010)
01-0-4020-426	155,669	1297.24%	160,049	1333.75%	12,000	(148,049)
<b>TOTAL CARRYOVER PROJECT REVENUE</b>	<b>231,255</b>	<b>21.96%</b>	<b>667,064</b>	<b>63.34%</b>	<b>1,053,067</b>	<b>386,003</b>
<b>NEW CAPITAL PURCHASES / IMPROVEMENTS</b>						
01-0-1090-318	4,337	7.89%	37,961	69.02%	55,000	17,039
01-0-1090-319			26,958			
01-0-1090-320	4,078		6,119			
TBD		0.00%		0.00%	32,000	32,000
TBD		#DIV/0!		#DIV/0!	-	-
TBD		#DIV/0!		#DIV/0!	-	-
TBD		#DIV/0!		#DIV/0!	-	-
TBD		0.00%		0.00%	12,000	12,000
TBD		0.00%		0.00%	46,463	46,463
01-0-1090-316	-	0.00%		0.00%	6,000	6,000
TBD		0.00%		0.00%	151,463	80,425
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>	<b>8,415</b>	<b>5.56%</b>	<b>71,038</b>	<b>46.90%</b>		
<b>PROJECT PLANNING, DESIGN AND STUDIES</b>						
TBD					20,000	20,000
TBD					10,000	10,000
TBD					19,000	(35,194)
01-9-6030-594	-	0.00%	54,194	285.23%	5,000	5,000
01-9-6030-595		0.00%		0.00%	-	-
TBD		0.00%	54,194	100.36%	54,000	(194)
<b>TOTAL PLANNING, DESIGN AND STUDIES</b>						

\*\*\*Amounts from these accounts were not added properly on the approved budget. Differences on the totals of the approved budget and the budget on this form are from these accounts

**LDPCSD Financials****Statement of Net Assets (Balance Sheet)****Asset :****for the month ending May 2019**

Cash and investments	\$	782,981
Restricted cash	\$	-
Accts Receivable net of res	\$	146,410
Water Drought Receivable	\$	231,255
Inventory	\$	69,931
Prpd expense & deposits	\$	23,781
Deferred Outflow of Resources	\$	157,167
<b>Total current assets</b>	<b>\$</b>	<b>1,411,525</b>

Property, plant & equipment	\$	11,414,788
less depreciation	\$	(7,210,642)
C I P	\$	538,581
<b>Net P P &amp; E</b>	<b>\$</b>	<b>4,742,727</b>

**Other L T Assets**

<b>Total Assets</b>	<b>\$</b>	<b>6,154,252</b>
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**Liabilites:**

Accounts payable	\$	19,716
Interest payable	\$	7,612
Water Accrual	\$	17,861
Accrued Payroll	\$	54,811
A/P Accrued Payables	\$	3,981
L T debt, current	\$	83,491
<b>Total current liab</b>	<b>\$</b>	<b>187,472</b>

**L T debt**

Post Retirement Benefit	\$	1,168,000
Net Pension Liability	\$	296,584
Deferred Inflow of Resources	\$	95,631
Muni Loan	\$	738,086
less current above	\$	(83,491)

<b>Total Liabilites</b>	<b>\$</b>	<b>2,402,282</b>
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<b>Net assets</b>	<b>\$</b>	<b>3,751,970</b>
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<b>Total liab &amp; net ass't</b>	<b>\$</b>	<b>6,154,252</b>
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<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23286	000076	USPS	05/06/2019	462.07
23960	0001226	McCoy Passenger Tire Co	05/09/2019	392.49
23961	000550	LUIS'S HOUSEKEEPING / YARDS	05/09/2019	140.00
23962	000304	HRM Consulting Inc	05/09/2019	2,285.50
23963	0000605	Black Water Consulting Engineers Inc	05/09/2019	6,944.14
23964	019970	NJIRICH & SON'S INC	05/09/2019	19,023.68
23965	0000303	Kennedy/Jenks Consultants	05/09/2019	24,815.00
23966	000746	Mariposa Co. Resource Conservation Distr	05/09/2019	3,150.00
23967	0003221	KAMPA COMMUNITY SOLUTIONS LLC	05/09/2019	6,250.00
23968	UB*10654	LENORA SIMOES	05/09/2019	184.06
23969	UB*10655	THOMAS BUTTS	05/09/2019	139.00
23970	UB*10656	MR/MRS JOHN TURNER	05/09/2019	150.00
23971	UB*10657	MR/MRS PAUL BAKER	05/09/2019	150.00
23972	UB*10658	VERLYN SKORE	05/09/2019	164.00
23973	UB*10659	DAWN WALKER	05/09/2019	91.50
23974	UB*10660	BANK OF AMERICA	05/09/2019	53.70
23975	000105	PACIFIC GAS & ELECTRIC	05/16/2019	7,381.09
23976	0002487	GREG COX TRUCKING	05/16/2019	1,454.15
23977	000025	CHEMCO PRODUCTS COMPANY	05/16/2019	7,335.24
23978	000263	Brenntag	05/16/2019	814.47
23979	0002321	STREAMLINE	05/16/2019	400.00
23980	000165	ACWA/JPIA	05/16/2019	8,013.98
23981	000065	KKI CORPORATION	05/16/2019	67.50
23982	00071	Mother Lode Answering Service	05/16/2019	312.00
23983	000203	GRISWOLD, LaSALLE, COBB, DOWD	05/16/2019	1,969.35
23984	UB*10661	JUAN JOSE ARCE-RODRIGUEZ	05/16/2019	5,500.00
23985	702	Warmerdam CPA Group	05/17/2019	2,500.00
23986	0004375	Accela Inc #774375	05/17/2019	15,498.00
23987	000105	PACIFIC GAS & ELECTRIC	05/17/2019	1,035.76
23988	000105	PACIFIC GAS & ELECTRIC	05/17/2019	402.02
23989	00008	SENTRY ALARM SYTEMS	05/17/2019	468.00
23990	000094	USA BlueBook	05/17/2019	1,567.86
23991	000196	AQUA SIERRA CONTROLS, INC	05/30/2019	4,337.38
23992	000106	BINKLEY ASSOCIATES, INC	05/30/2019	385.00
23993	000091	VALERO MARKETING & SUPPLY	05/30/2019	523.02
23994	000136	AT&T	05/30/2019	441.38
23995	000118	D & D PEST CONTROL *	05/30/2019	32.00
23996	660108	VERIZON WIRELESS	05/30/2019	146.26
23997	000383	BUSINESS CARD	05/30/2019	353.24
23998	000383	BUSINESS CARD	05/30/2019	123.45
23999	000383	BUSINESS CARD	05/30/2019	162.58
24000	000383	BUSINESS CARD	05/30/2019	6.15
24002	0000605	Black Water Consulting Engineers Inc	05/30/2019	9,378.06
24003	000308	Sierra Communications and Construction I	05/30/2019	295,846.62
24004	000292	Linda Sheperd Butts	05/30/2019	139.00

**Report Total: 430,988.70**

## Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
May 20, 2019 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 9751 Merced Falls Rd., La Grange, CA 95329.

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

Directors present: Johnson, Hankemeier, Sperry, and Ross

Directors absent: Warren

Also present: GM P. Kampa

Also present: Staff S. Marchesiello

**2. PUBLIC COMMENT:**

*The Board received three public comments*

**3. PRESENTATION ONLY:**

a. Presiding Officer's Report

***None at this time***

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

- Report on Estimated Cashflow Related to Construction Contract Payments and Grant Reimbursement Timing
- Report on Outstanding District Issues and Projects

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

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

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

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

a. Read and file the Treasurer's Report for the period ending April 30, 2019, including summary of claims paid

b. Approval of the Minutes of the Regular Meeting of April 15, 2019 and Special Meeting of April 22, 2019

**Motion: To approve the consent calendar**

**Votes: Carried 4-0**

**First: Hankemeier                      Second: Ross**

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

**Absent: Warren**

**5. DISCUSSION AND ACTION ITEMS**

- a. Progress Report on the Water Service Line Replacement and Effluent Meter Vault Upgrade Project

***No action taken***

- b. Review of the District's Draft Updated Capital Improvement Plan for Upgrade and Replacement of District Infrastructure

***No action taken***

- c. Receipt of a Notice of Agreement Termination From Kampa Community Solutions, LLC for General Management Consulting Services and Consideration of Options Related to a Revised Consulting Agreement for Consulting Services During the General Manager Transition

***Motion: To accept the notice of agreement termination from Kampa Community Solutions, LLC***

***Votes: Carried 4-0***

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

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

***Absent: Warren***

- d. Adoption of a Resolution Approving a Revised Salary Schedule to Include an Update to the Compensation of the General Manager

***Motion: To approve the recommended motion to adopt the resolution approving a revised salary schedule to include an update to the compensation of the General Manager***

***Votes: Carried 4-0***

***First: Hankemeier                      Second: Sperry***

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

***Absent: Warren***

- e. Consideration of a Revised General Manager Job Description

***Motion: To approve the revisions of the General Manager Job description adding "may assist in emergency repair, must be able to operate all district equipment, and may be on call rotation"***

***Votes: Carried 3-1***

***First: Hankemeier                      Second: Sperry***

***Ayes: Hankemeier, Sperry, and Johnson***

***Nays: Ross***

***Absent: Warren***

- f. Appointment of a Board Representative(s) for the Purpose of Negotiations with the General Manager Candidate Regarding Contract Terms and Conditions

***Consensus of the Board - To approve the Ad Hoc committee that currently consists of President Danny Johnson and Vice President Dan Hankemeier to communicate and negotiate with the future General Manager candidates regarding contract terms and conditions***

- g. Call a Special Meeting for May 22, 2019 at 4:00 PM to Consider Approval of an Employment Agreement With a General Manager Candidate

**Motion: To approve the holding a special meeting for May 22, 2019 to consider approval of an employment agreement with a General Manager candidate**

**Votes: Carried 4-0**

**First: Hankemeier                      Second: Sperry**

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

**Absent: Warren**

**6. CLOSED SESSION - Public Employee Appointment (Pursuant to Govt. Code Sec. 54957)**

Title General Manager

(Public may comment on closed session item prior to Board convening into closed session)

**Closed Open Session: 2:40 p.m.**

**Reconvene Open Session: 3:36 p.m.**

**7. RECONVENE OPEN SESSION**

- a. Announcement of Action Taken in Closed Session

**Report Out: To have the Ad Hoc committee make an offer to the candidate and provide a contract at the Special Meeting of May 22, 2019 if the candidate is available at that time**

**8. ADJOURNMENT: Time 3:36 p.m.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary

## Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
May 22, 2019 at 4:00 p.m.

1. **CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:  
The Board of Directors of the Lake Don Pedro Community Services District held a special meeting at 9751 Merced Falls Rd., La Grange, CA 95329.  
President Johnson called the meeting to order at 4:08 p.m.  
Directors present: Johnson, Hankemeier, Sperry, and Ross  
Directors absent: Warren  
Also present: Via phone Pete Kampa  
Also present: Staff S. Marchesiello

2. **PUBLIC COMMENT:**

*The Board received one public comments*

3. **Discussion and Action Items**

- a. Consideration of Adoption of a Resolution Approving an Employment Agreement with Patrick McGowan for the Position of General Manager

**Motion: To approve the adoption of a resolution approving an employment agreement with Patrick McGowan for the position of General Manager**

**Votes: Carried 4-0**

**First: Ross                      Second: Hankemeier**

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

**Absent: Warren**

- b. Consideration of Adoption of Resolution Approving Agreement with Kampa Community Solutions, LLC for Management Consulting Services Related to the District's Management Transition.

**Motion: To approve the adoption of a resolution and approve Attorney Ray Carlson's version of the agreement with Kampa Community Solutions, LLC for Management Consulting Services Related to the District's Management Transition with the proposed amount of one hundred and ten (\$110.00) dollars an hour**

**Votes: Carried 4-0**

**First: Ross                      Second: Hankemeier**

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

**Absent: Warren**

4. **ADJOURNMENT:** 4:27 p.m.  
Respectfully submitted by,  
S. Marchesiello  
Board Secretary



**LDPCSD**  
**2019-20 Preliminary Budget**

		2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
<b>Revenue</b>					
01-0-3010-301	Meter Reconnection Fee	-	250	300	-
01-0-3010-302	Donated Capital - Meters Curre	15,000	25,000	25,000	15,000
01-0-4010-400	Water Sales Residential	315,917	249,689	299,627	299,627
01-0-4010-402	Water Availability Revenue	186,971	156,311	187,573	187,573
01-0-4010-403	Water Service Charges	951,430	798,110	957,732	957,732
01-0-4020-410	Interest Income - LAIF	2,322	3,758	4,510	4,510
01-0-4020-413	Int Inc Penalties - Customer	28,847	23,079	27,694	27,694
01-0-4020-414	Transfer Fee Income	7,680	5,000	6,000	6,000
01-0-4020-415	Other Income	5,536	6,562	7,874	7,874
01-0-4020-416	Meter Set Fee	1,800	3,500	4,200	4,200
01-0-4020-417	Interest Income Guaranty Fed	-	-	-	-
01-0-4020-900	Hydrant Service Charge		333	333	333
01-0-4020-901	Hydrant Rental	192	640	768	768
01-0-4020-902	Hydrant Consumption	48	2,111	2,533	2,533
01-0-4020-999	Avail Fee Income	1,607	1,771	1,771	1,771
01-0-4040-100	Lease Fee	43,200	29,070	34,884	34,884
01-0-4050-575	Office Fire Reimbursement	32,000	-	-	-
TBD	Connection/Capacity Fees	-	-	-	-
TBD	Transfer From Reserve	-	-	-	-
<b>TOTAL REVENUE</b>		<b>1,592,550</b>	<b>1,305,184</b>	<b>1,560,800</b>	<b>1,550,500</b>
<b>Expenses</b>					
01-1-5010-100	Regular Pay - Plant	156,093	74,223	89,067	103,521
01-1-5010-101	Overtime Pay	17,634	13,904	16,685	17,519
01-1-5010-102	Sick Pay	5,543	3,531	4,237	4,448
01-1-5010-104	Vacation Pay	7,498	5,631	6,757	7,095
01-1-5010-105	Holiday Pay	6,568	4,990	5,988	6,287
01-1-5010-200	PERS	9,665	7,539	9,047	9,499
01-1-5010-201	FICA/Medicare	13,367	7,960	9,552	10,030
01-1-5010-202	SUI	1,810	868	1,042	1,094
01-1-5010-203	Health Insurance	54,646	36,956	44,347	46,564
01-1-5010-204	Workers Compensation	6,054	5,688	6,826	7,167
01-1-5010-206	Dental Insurance	3,428	2,404	2,885	3,029
01-1-5010-546	Travel, Meetings & Mileage	3,000	169	202	212
01-1-5020-501	Lease Of Equipment	643	-	-	-
01-1-5020-510	Repair & Maintenance - Plant	18,000	1,936	2,323	18,000
01-1-5020-511	Repair & Maintenance - Vehicle	11,637	10,876	13,052	2,000
01-1-5020-512	Repair & Maintenance - Distribution	58,950	60,094	72,113	75,719
01-1-5020-515	R&M Transmission - Intake	10,000	13,862	16,635	32,000
01-1-5020-520	Small Tools & Equipment	2,923	2,113	2,535	2,662
01-1-5020-522	Gas, Oil & Lubricant - Plant	11,956	10,100	12,120	12,726
01-1-5020-524	Health & Safety	6,000	3,568	4,281	4,495
01-1-5020-529	Telephone - T & D	7,751	5,725	6,870	7,214
01-1-5020-544	Water Testing Fees	18,999	11,240	13,488	14,162
01-1-5020-545	Water System Fees	10,437	3,534	4,241	4,453
01-1-5020-548	Water Testing Materials	3,811	1,786	2,143	2,250
01-1-5021-521	Water Treatment Chemicals	40,000	16,712	20,054	21,057
01-1-5021-524	P G & E Power - Office	2,581	2,033	2,439	2,561

		<b>2018-2019 Approved Budget</b>	<b>2018-2019 YTD Totals Thru 04/30/19</b>	<b>2018-2019 Projected Amounts</b>	<b>2019-2020 Proposed Budget</b>
01-1-5021-525	P G & E Power - Intake	65,049	56,011	67,213	70,574
01-1-5021-526	P G & E Power - Well	3,000	220	264	277
01-1-5021-527	P G & E Power - Water Treatment	33,088	22,587	27,105	28,460
01-1-5021-528	P G & E Power - Distribution	31,868	28,657	34,389	36,108
01-1-5021-529	P G & E Power - Well 2	3,000	9,353	11,224	11,785
01-1-5021-530	P G & E Power - Medina	3,000	2,874	3,448	3,621
01-1-5021-532	P G & E Power - Well 5/6	3,000	2,468	2,962	3,110
01-1-5021-561	Purchased Water Actual-mid-p	76,546	56,652	67,982	71,381
01-1-5023-533	Outside Services	28,203	7,320	8,784	9,223
01-1-5023-535	Fire Protection/Weed Control	-	-	-	-
01-1-5023-537	Pest Control	5,836	4,568	5,482	5,756
01-1-5023-538	Engineering Services	10,000	6,204	7,445	27,817
01-1-5023-539	Employee Education	4,000	166	199	209
01-1-5024-540	Memberships	862	400	480	504
01-1-5024-542	Publications	618	914	1,097	1,151
01-1-5024-543	Licenses, Permits & Cert.	800	744	892	937
01-1-5032-583	Depreciation Expense	199,967	203,213	243,856	256,049
01-2-6010-100	Regular Pay - Administration	87,058	70,376	84,451	183,674
01-2-6010-101	Overtime Pay	2,466	1,719	2,063	2,166
01-2-6010-102	Sick Pay	5,969	5,589	6,707	7,042
01-2-6010-104	Vacation Pay	7,099	6,250	7,500	7,875
01-2-6010-105	Holiday Pay	4,459	3,710	4,452	4,675
01-2-6010-200	PERS	6,464	7,193	8,632	16,663
01-2-6010-201	FICA/Medicare	8,382	6,610	7,932	15,596
01-2-6010-202	SUI	1,580	861	1,034	1,519
01-2-6010-203	Health Insurance	23,873	19,737	23,684	53,069
01-2-6010-204	Workers Compensation	604	565	678	1,662
01-2-6010-206	Dental Insurance	1,804	1,593	1,911	2,007
01-2-6010-207	Vision Care	252	-	-	-
01-2-6010-546	Travel, Meetings & Mileage	1,200	39	47	49
01-2-6020-512	Propane	684	633	759	797
01-2-6020-515	Customer Billing Supplies	1,667	1,106	1,327	1,393
01-2-6020-529	Telephone - Admin	3,802	3,102	3,722	3,908
01-2-6020-530	Office Supplies	2,406	2,407	2,888	3,032
01-2-6020-531	Postage	9,042	6,264	7,517	7,892
01-2-6023-531	Computer IT	44,572	25,743	30,891	32,436
01-2-6023-533	Outside Services	136,017	104,805	125,766	62,054
01-2-6023-534	Temporary Outside Labor	-	-	-	-
01-2-6023-535	Office Cleaning Serv	1,512	1,360	1,632	1,714
01-2-6023-536	Legal Services	10,283	5,818	6,981	10,300
01-2-6023-537	Audit Services	12,350	7,000	8,400	8,820
01-2-6023-539	Employee Education	1,500	348	418	1,500
01-2-6024-540	Memberships	6,495	5,336	6,403	6,723
01-2-6024-542	Publications	3,137	1,079	1,295	1,360
01-2-6024-547	County Fees	101	80	96	101
01-2-6024-999	County Avail Fee	2,035	1,788	2,145	2,252
01-3-6025-100	Regular Pay	5,544	5,200	6,240	6,552
01-3-6025-201	FICA/Medicare	424	398	477	501
01-3-6025-546	Travel, Meetings & Mileage	2,000	59	70	74
01-9-6030-546	Travel, Meetings & Mileage	95	-	-	-
01-9-6030-569	Credit Card Service Charges	6,172	5,610	6,732	7,069

		<b>2018-2019 Approved Budget</b>	<b>2018-2019 YTD Totals Thru 04/30/19</b>	<b>2018-2019 Projected Amounts</b>	<b>2019-2020 Proposed Budget</b>
01-9-6030-572	Business Insurance Expense	42,289	38,520	46,224	48,535
01-9-6030-576	Misc Other Expense	2,000	222	267	280
01-9-6030-577	Retired Employee Health	27,655	22,591	27,109	28,464
01-9-6030-580	Retired EE Benefit Expense	148,142	-	148,142	155,549
01-9-6031-580	Interest Long Term Debt	44,692	32,265	38,718	40,654
01-9-6032-583	Depreciation Expense	219	174	209	219
<b>TOTAL EXPENSES</b>		<b>1,623,876</b>	<b>1,105,938</b>	<b>1,475,268</b>	<b>1,670,904</b>

		2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>					
01-9-6030-584	Well 2	-	-	-	
01-9-6030-585	Medina Well	-	-	-	
01-9-6030-586	Well 3/4	-	-	-	
01-9-6030-587	Well 5	-	-	-	
01-9-6030-588	Well 6	-	-	-	
01-0-1090-315	Intake Booster #2 Installation	-	-	-	
01-0-1090-314	CIP-Barge Renovation	80,000	1,988	1,988	
TBD	Springbrook Update	30,000	-	-	
01-0-1090-305	Ranchito Well #1 Renovation	15,000	6,155	36,155	
01-9-6030-591	IRWMP Service Lines	950,000	389,133	1,101,133	
01-9-6030-592	IRWMP Administrative Expenses	11,307	1,820	1,820	
01-9-6030-593	IRWMP Water Use Efficiency	83,369	86,989	86,989	
<b>TOTAL CIP IN PROGRESS</b>		<b>1,169,676</b>	<b>486,084</b>	<b>1,228,084</b>	<b>-</b>
<b>CARRYOVER PROJECT (GRANT) REVENUE</b>					
01-0-4020-428	USDA Grant	-	-	-	
TBD	DWR Grant	86,520	86,520	86,520	
01-0-4020-425	IRWMP Service Line Replacement	847,287	183,973	183,973	
01-0-4020-427	IRWMP Regional Water Use Efficiency	107,260	115,264	115,264	
01-0-4020-426	IRWMP Grant Administration	12,000	4,380	4,380	
01-0-4020-429	Flood Reimb	-	45,672	45,672	
<b>TOTAL CARRYOVER PROJECT REVENUE</b>		<b>1,053,067</b>	<b>435,810</b>	<b>435,810</b>	<b>-</b>
<b>NEW CAPITAL PURCHASES / IMPROVEMENTS</b>					
TBD	Replacement Truck (2003 Chevy)	32,000	-	-	
TBD	Replacement Truck	-	-	-	75,000
TBD	Tablets for System Maintenance	-	-	-	
TBD	Effluent Meter Replacement (Plant)	-	-	-	
TBD	Replacement Flocculator Gear Drives	12,000	-	-	
01-0-1090-316	Hormiga Water Line Replacement	46,463	-	-	
TBD	Portable Generator	6,000	-	-	
01-0-1090-318	SCADA Improvments 2019	55,000	33,624	50,000	
01-0-1090-319	Fire Hydrant Replace 18/19	-	26,958	-	
01-0-1090-320	Alamo, enebro, & Intake	-	2,041	-	
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>		<b>151,463</b>	<b>62,623</b>	<b>50,000</b>	<b>75,000</b>
<b>PROJECT PLANNING, DESIGN AND STUDIES</b>					
TBD	CIP Development	20,000	0	-	
TBD	Connection Fee Study	10,000	0	-	
01-9-6030-594	Grant Application Services	19,000	54,194	54,194	
01-9-6030-594	District Map Digitizing and Updates	5,000	-	-	
TBD	Planning Study re Lake McClure	-	-	-	
<b>TOTAL PLANNING, DESIGN AND STUDIES</b>		<b>54,000</b>	<b>54,194</b>	<b>54,194</b>	<b>-</b>

	2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
<b>BUDGET SUMMARY</b>				
<b>OPERATING REVENUE</b>	1,592,550	1,305,184	1,560,800	1,550,500
<b>OPERATING EXPENSES</b>	1,623,876	1,105,938	1,475,268	1,670,904
<b>INCOME/LOSS FROM OPERATIONS</b>	<b>(31,326)</b>	<b>199,246</b>	<b>85,532</b>	<b>(120,404)</b>
<b>LOAN PAYMENTS (PRINCIPAL)</b>	75,713	75,313	79,507	79,507
<b>TOTAL CIP AND STUDIES</b>	1,375,139	602,901	1,332,278	75,000
<b>TOTAL OPERATING EXPENSES PLUS LOAN &amp; CIP</b>	3,074,728	1,784,152	2,887,052	1,825,411
<b>NET REVENUE OVER EXPENSES INCLUDING PROJECTS AND GRANTS</b>	<b>(429,111)</b>	<b>(43,159)</b>	<b>(890,443)</b>	<b>(274,911)</b>
<b>DEPRECIATION (ADD BACK IN)</b>	200,186	203,387	244,065	256,268
<b>GASB 45 LIABILITY</b>	148,142	-	148,142	155,549
<b>TRANSFER FROM RESERVES</b>	-	-	-	-
<b>FINAL NET INCOME/LOSS</b>	<b>(80,783)</b>	<b>160,229</b>	<b>(498,236)</b>	<b>136,906</b>



# Lake Don Pedro Community Services District

## STAFF REPORT

**From:** Patrick McGowan  
**Date:** 6/14/19  
**Subject:** Recommendation

**Subject: LAIF**

There is an increasing amount of capital required to complete the numerous projects within the district. It is my recommendation to temporarily access the LAIF equipment reserve for the amount of \$500,000. This will assist the district with normal operations. Once the grant reimbursements are received we will deposit the amount of \$500,000 back into the LAIF restricted funds.

**History:**

Various distribution system upgrades within the district.

**Patrick McGowan**  
**General Manager**



## SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100  
Houston, TX 77056  
713-812-0800

Bond No. 4423925

### MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS,** that we CD DG La Grange, LLC as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Lake Don Pedro Community Services District as Obligee, in the penal sum of Six Thousand Eight Hundred Seventy Three & NO/100THS (\$6,873.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS,** the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Lake Don Pedro Community Services District Public Facility Construction Agreement.

**WHEREAS,** said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of 1 (one) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH** that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of 1 (one) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.



This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

**SIGNED, SEALED AND DATED THIS 17th day of June, 2019.**

CD DG La Grange LLC

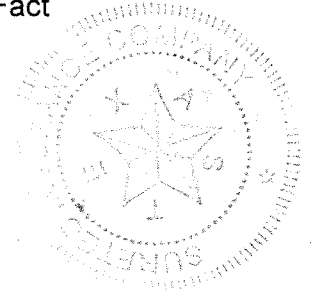
Principal

By: 

SureTec Insurance Company

By: 

Dawn Davis, Attorney-in-Fact



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kae Perdue, Tom P. Ellis III, Donnie D. Doan, Dawn Davis, Kristi Meek,  
Walter J. De La Rosa, E. Ryan Bowles

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof,** SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 2<sup>nd</sup> day of November, A.D. 2018.

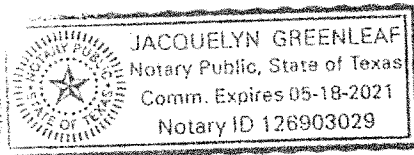


SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., CEO

State of Texas                      ss:  
County of Harris

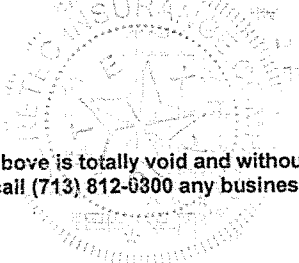
On this 2<sup>nd</sup> day of November, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.



[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0300 any business day between 8:30 am and 5:00 pm CST.

# LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

## RESOLUTION 2019-\_\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS ACCEPTING DEDICATION OF WATER SYSTEM IMPROVEMENTS CONSTRUCTED BY CD DG LA GRANGE, LLC TO SERVE THE DOLLAR GENERAL STORE ON LAS PALMAS WAY

**WHEREAS**, The Lake Don Pedro Board of Directors entered into a Plan Check and Inspection Agreement dated August 18, 2017 which required that the Applicant, CD DG La Grange, LLC:

1. Applicant proposes to design and construct the following facilities that are referred to as the "Project" in the Agreement:
  - a. Develop and construct water main extensions, install fire hydrants, valves and other appurtenances; and
  - b. Construct inter-tie facilities and water main extensions to connect to the District's water system and provide adequate water service to the property; and
  - c. Dedicate the easements and rights of way necessary for operation and maintenance of the system
2. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

**WHEREAS**, the improvements have been constructed and inspected by the District, and the appropriate documents, easements and assurances provided to allow for District acceptance of the improvements including the following.

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

**THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the **Lake Don Pedro Community Services District as follows:**

1. The District shall accept ownership and operation of the above stated improvements, effective this day.
2. The District shall provide Notice of Acceptance of the Project to the project owner, and appropriate county

entities

3. The Applicant has provided the appropriate bond, letter of credit or other financial security satisfactory to the District in the sum of 10% of the cost of the Project (Maintenance Guarantee), which provides a one year warranty that the project is free from defects in materials and workmanship, as defined in the Agreement.

This 17<sup>th</sup> day of June, 2019 by the following vote:

**AYES:** (0)  
**NOES:** (0)  
**ABSENT:** (0)  
**ABSTAIN:** (0)

\_\_\_\_\_  
*Danny Johnson, President of the Board*

**ATTEST:**

\_\_\_\_\_  
*Syndie Marchesiello, Secretary*

CERTIFICATE OF ACTING SECRETARY

*I, Syndie Marchesiello, as Secretary of the Lake Don Pedro Community Services District, do hereby certify that the foregoing Resolution was duly and regularly adopted on the 17th day of June, 2019, at the Special Meeting of the Board of Directors.*

\_\_\_\_\_  
*Syndie Marchesiello, Secretary*



# Lake Don Pedro Community Services District

## Ad Hoc Committee Report

**Date:** 6/13/19

**Subject:** Amendment to General Manager Employment Agreement

According to LDPCSD Benefits Policy and GM Employment Agreement, GM McGowan cannot begin to receive medical benefits for himself and his family until August 1, 2019. The Ad Hoc Committee is requesting that an amendment to the GM Employment Agreement be approved to state that insurance benefits can begin as of July 1, 2019 so there is no lapse in coverage from his previous employer to present for GM McGowan and family.

**General Manager Employment Agreement states the following:**

Section 3 c. Benefits states that District will provide the General Manager with the same type of and level as provided to other full time employees of the District, including, but not limited to holidays, sick leave, life insurance, medical insurance, dental insurance, and vision insurance in accordance with the District's personnel rules and policies.

**LDPCSD Policy #2215 Insurance Benefits section 2215.2 Eligibility states the following:**

Upon completion of one (1) month of employment, regular, fulltime employees become eligible for coverage by the District's group medical and hospitalization insurance plan.

**POLICY TITLE: Insurance Benefits**

**POLICY NUMBER: 2215**

**ADOPTED** February 2014

**AMENDED:** 7/18/2016

**Insurance**

**2215.1** The District provides certain health and welfare benefits to full time employees as described herein. Your contribution will be paid through payroll deductions with a signed authorization while employed, and paid by retired employees directly to the insurance carrier/administrator. At your option you may add your eligible dependents to certain areas of this benefit.

Coverage starts the first day of the month following completion of thirty (30) days of continuous employment. A full summary plan description is available from the General Manager.

**Eligibility**

**2215.2** Regular, full time positions of the District are eligible for medical, dental and vision insurance, as well as retirement benefits.

**Medical Insurance – General**

**2215.3** Upon completion of one (1) month of employment, regular, full time employees become eligible for coverage by the District’s group medical and hospitalization insurance plan.

**Medical Insurance While Employed**

**2215.4** Medical insurance is provided for eligible employees. The scope of coverage, the specific providers, and the payment of premiums may be subject to review and revision by the Board of Directors. The District currently covers 100% of the employee’s monthly insurance premium and 90% of the employee’s dependent monthly premium: Directors are responsible for 100% of their monthly premium.

**Medical Insurance Upon Retirement**

**2215.5** Full time employees hired on or before January 1, 2016 – The district shall pay the cost of medical insurance coverage at the level of payment being offered as of the date of his/her retirement, but cannot add any additional persons to the insurance policy that were not already covered on their medical coverage at the time of retirement.

**2215.6** Full time employees hired after January 1, 2016 - The District shall pay the minimum cost of medical insurance as required by applicable law, to maintain coverage for the retired employee only. If the retired employee chooses to maintain the medical insurance provided by the District in retirement, he/she shall be responsible for the cost of the insurance premium, less the minimum payment amount required to be paid by the District.

## **DENTAL INSURANCE**

**2215.7** is provided with the District covering 100% of the premium for the employee and dependents. Directors are responsible for 100% of their Coverage.

## **VISION CARE**

**2215.8 Upon** presentation of valid receipts for eye examinations and/or eyewear purchases, the District will provide a maximum benefit of \$100.00 per family member per calendar year.

## **RETIREMENT**

**2215.9** is provided through the Public Employees Retirement System (CalPERS) 2% @ 60. Employee pays the 7% member contributions. To be eligible for service retirement, a member must be at least 50 years old and have five years of CalPERS credited service. If you become a member on or after January 1, 2013, you must be age 52 with five years of credited service.

**EMPLOYMENT AGREEMENT**  
**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**GENERAL MANAGER**

This General Manager Employment Agreement (“Agreement”) entered into and effective this 10th day of June 2019 is made between Lake Don Pedro Community Services District (“District”) and Patrick McGowan (“Employee” or “General Manager”).

RECITALS

- A. WHEREAS the District wishes to engage the services of Employee as the General Manager of the District and to provide certain compensation and to establish certain conditions of employment of the General Manager;
- B. WHEREAS Employee desires to accept employment as General Manager under the terms and conditions contained in this contract;
- C. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

SECTION 1. DUTIES

- A. The District hereby employs Employee as the General Manager to perform the functions and duties specified by the District [and attached hereto as Exhibit A and incorporated herein by reference].
- B. The General Manager position is a full-time, salaried, exempt position. Employee is expected to devote a great deal of time during and outside normal office hours to business of the District and Employee shall remain in the exclusive employment of the District, and shall neither accept other employment nor become employed by any other employer except upon written approval of the District.
- C. Employee shall not engage in any activity that is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

SECTION 2. TERM

- A. The term of this Agreement shall be two (2) years commencing on June 10, 2019 and continuing to June 10, 2021, subject to the termination, severance and resignation provisions set forth in this Agreement.
- B. The parties understand that the General Manager’s employment is at the will of the District. Nothing in this Agreement shall prevent, limit or otherwise interfere with the Employee or the District’s right to terminate employment at any time in accordance with Section 4 of this Agreement.



### SECTION 3. COMPENSATION AND BENEFITS

A. **Salary.** District agrees to pay the General Manager for his services an annual base salary of Ninety-Five Thousand Dollars (\$95,000.00) payable in installments as the same time and manner as other employees of the District (currently bi-weekly).

B. **Annual Performance Review.** The Board of Directors of the District shall conduct a six month performance review completed by December 31, 2019 with a potential step increase. Following, this the Board of Directors of the District shall annually review the performance of the General Manager. As part of the General Manager's annual review, the District shall also review and set the level compensation and benefits payable to the General Manager, based on performance, and establish new goals and objectives as appropriate. second review to completed by June 30, 2020.

C. **Benefits.** District will provide the General Manager with the same type and level of benefits as provided to other full time employees of the District, including, but not limited to holidays, sick leave, life insurance, medical insurance, dental insurance and vision insurance in accordance with the District's Personnel rules and policies. The General Manager will also be eligible for employer/employee contributions to the Public Employees Retirement System (CalPERS/PEPRA) to the same extent as other PEPRA employees and in accordance with the District's adopted policies.

D. **Vacation.** The General Manager shall accrue ten (10) days of vacation time off, at the same rate as the District's other full time employees up to a maximum of two-times the annual accrual rate (20 days). Once the maximum is reached, all further accruals will cease until the General Manager has used the time and the accrued leave drops below the maximum.

E. **Personal Leave.** The General Manager shall receive ten (10) days of unpaid personal leave per year on the anniversary date of this Agreement which may be used during that 1-year period. Any unused personal leave remaining at the end of the 1-year period may not be rolled over to the next year.

F. **Administrative Leave.** The General Manager shall receive ten (10) days of paid administrative leave for the fiscal year 2020, and five (5) days of paid administrative leave for the fiscal year 2021. Any unused administrative leave remaining at the end of each fiscal year shall be paid to the General Manager and may not be rolled over to the next year.

### SECTION 4. TERMINATION OF EMPLOYMENT

A. **At Will Employee.** The General Manager serves at the pleasure of the District and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the District to terminate the services of the General Manager with or without cause. There is no express or implied promise made to the General Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the General Manager and the District.

B. **Termination by Mutual Agreement.** This Agreement may be terminated at any time where the District and the General Manager mutually agree on the terms of such

termination.

C. **Resignation of the General Manager.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to resign at any time from his position with the District. The General Manager may terminate this Agreement by submitting one hundred and twenty (120) days' written notice of his intention to resign. If the General Manager resigns his employment, he shall not be entitled to any severance pay.

D. **Termination for Cause, or in the Event of Death.** Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of the General Manager or in the event the General Manager is terminated by the District for "cause" as defined below. In the event of such termination under this section, the District shall be under no obligation to the General Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of the General Manager:

(1) As provided in section 2924 of the California Labor Code, as the same shall be amended or replaced from time to time (willful breach of duty, etc.); or

(2) Persistent disregard of duties, including without limitation, failure to perform duties and failure to correct such disregard.

(3) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the District.

(4) Conviction of a felony or entry of a plea of *nolo contendere* to a felony offense;

(5) Conviction of, or entry of a pleas of *nolo contendere* to any crime involving moral turpitude or dishonesty.

(6) Breach of this Agreement

(7) If the Employee is insubordinate or is grossly negligent in performing his duties.

(8) If the Employee violates any policies of the District that cause a

substantial loss or damage or injury to the District's property or employees.

(9) If the Employee habitually fails to report to work;

(10) If the Employee commits actions of fraud, embezzlement, bribery, or other similar serious acts in connection with Employee's employment with the District.

(11) Failure to maintain the necessary certifications from the State Water Resources Control Board required to operate the District's water treatment and distribution systems.

E. **Disability Termination.** If Employee shall, for whatever reason, become incapable of performing any of the essential functions of his position, even with reasonable accommodation by the District, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the General Manager position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of the District, Employee recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on the District. In accordance with applicable law, any request for leave that does constitute an undue hardship shall be grounds for termination of this Agreement.

#### SECTION 5. PROFESSIONAL GROWTH AND STANDING

A. The District encourages the continuing professional growth of the General Manager through his participation in activities such as those conducted by or sponsored by the California Special Districts Association (CSDA). To that end, the District shall support the General Manager's applicable for CSDA Board membership and related activities. Participation in such activities shall be considered normal work days.

B. The District shall proportionally fund the General Manager's attendance, including registration, travel, meals and related costs at industry functions and training activities, such as the CSDA annual conference, General Manager Summit, Legislative Action Days and similar activities. These activities shall be coordinated with the District and costs reimbursed in accordance with applicable District policies and rules and regulations.

#### SECTION 6. GENERAL PROVISIONS

A. **Law Governing Agreement; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue of any action shall be in the Superior Court for the County of Mariposa or the United States District Court for the Eastern District of California, Fresno Division.

B. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the District and the General Manager with respect to the General Manager's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the District and reduced to a fully executed written document.

C. Notices. Any notices given pursuant to the terms of this contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(i) DISTRICT:

Lake Don Pedro Community Services District

9751 Merced Falls Road

La Grange, CA 95329

Telephone: 209-852-2331

Facsimile: 209-852-2268

Internet: [www.lpdcsd.org](http://www.lpdcsd.org)

(ii) GENERAL MANAGER:

Patrick McGowan  
2435 Brookdale Drive  
Merced, CA 95340

Telephone: 209-617-9777

Email: [Patrickmcg213@gmail.com](mailto:Patrickmcg213@gmail.com)

(iii) COPY TO:

Raymond L. Carlson, Esq.

LDPCSD General Counsel

Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P.

111 E. 7<sup>th</sup> St.

Hanford, CA 93230

Telephone: 559-584-6656

Facsimile: 800-947-1859

Email: [carlson@griswoldlasalle.com](mailto:carlson@griswoldlasalle.com)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice may be given by facsimile transmission or email provided a report of the facsimile transmission or email is made contemporaneous with the transmission or sending of the email.

D. **Waiver.** No waiver by either party hereto with respect to performance of any other provision of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

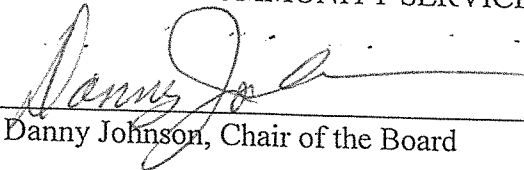
E. **Assignment.** This Agreement is not assignable by the District or the General Manager.

F. **Severability.** In the event that any provision of this Agreement has finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

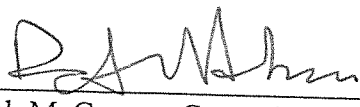
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS THEREOF, the District has caused this Agreement to be signed and executed on its behalf by the Chair of the Board of Directors. It has also been executed by the General Manager on the date first above written.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

By:   
Danny Johnson, Chair of the Board

GENERAL MANAGER

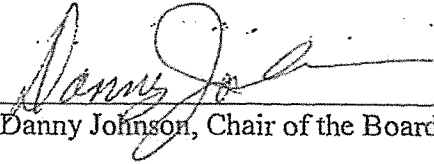
By:   
Patrick McGowan, General Manager

APPROVED AS TO FORM:

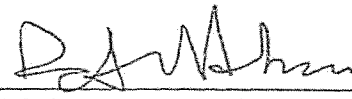
Raymond L. Carlson, District Legal Counsel

IN WITNESS THEREOF, the District has caused this Agreement to be signed and executed on its behalf by the Chair of the Board of Directors. It has also been executed by the General Manager on the date first above written.


LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

By:  \_\_\_\_\_  
Danny Johnson, Chair of the Board

GENERAL MANAGER

By:  \_\_\_\_\_  
Patrick McGowan, General Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Carlson, District Legal Counsel

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2019-xxx**

**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 17<sup>th</sup> day of June, 2019 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:

<p>Authorized Signers BBVA Compass Business Checking Account</p> <p>Director Ross Director Johnson Director Hankemeier Director Warren Director Sperry GM Patrick McGowan Syndie Marchesiello</p>	<p>Personnel Authorized to Transfer Funds and Direct Deposits BBVA Compass Money Market Account LAIF Account</p> <p>Director Ross Director Johnson Director Hankemeier Director Warren Director Sperry Patrick McGowan, GM Syndie Marchesiello, Office Manager</p>
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**WHEREFORE**, this resolution was passed and adopted this 17<sup>th</sup> day of June 2019 at the Regular Meeting by the Board of Directors by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:



ATTEST:

\_\_\_\_\_

*Syndie Marchesiello, Board Secretary*

\_\_\_\_\_

President - Board of Directors – Director Johnson

**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 17<sup>th</sup> day of June, 2019 at the Regular Meeting of the Board of Directors.*

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Syndie Marchesiello, Secretary