

Regular Meeting of the Board of Directors

9751 Merced Falls Road
July 15, 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 June 2019, including summary of claims paid
- b. Approval of the Minutes of the Regular Meeting of June 17, 2019

5. DISCUSSION AND ACTION ITEMS

PUBLIC HEARING – The board will conduct a public hearing to receive comments and protests related to the placement of delinquent accounts on the county tax rolls

- a. Adoption of a resolution approving 2019-20 Availability and Delinquency charges placed on the tax rolls
- b. Discussion of the Approved Draft 2019/20 Fiscal Year Budget
- c. Status Update and Receive Direction on Potential PG&E Outages / Standby Generators

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

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

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the LDPCSD Board Secretary at (209) 852-2251 Ext. 2. Advance notification will enable the District to make reasonable arrangements to insure accessibility

- d. Discussion on the Non-Operable Intake Pump
- e. Approval of Vehicle Allowance for GM Patrick McGowan
- f. Correspondence received from SWRCB supplemental report of investigation, conclusion of complaint investigation against LDPCSD License 11395

CLOSED SESSION/RECONVENE TO OPEN SESSION

- 6. CLOSED SESSION:** (Public may comment on closed session item prior to Board convening into closed session)
 - a. PURSUANT TO GOVERNMENT CODE § 54957
PUBLIC EMPLOYMENT

7. REPORT OUT:

8. ADJOURNMENT:

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Lake Don Pedro Community Services District

GENERAL MANAGER'S REPORT

July 11, 2019

I am pleased to present to the Board this monthly written report covering the management, administrative and major project related activities of the District. I am new to the board meeting process. Your patience is appreciated.

District General Manager Pete Kampa resigned from the District effective May 31st. Pete assisted the district last month with leading his final board meeting. Pete and I were able to meet after the conclusion of June's board meeting to catch up on District business. Pete has also been a valuable resource from time to time when District questions arise.

My first day as General Manager was June 10th. I have been rapidly pouring through documentation to become familiar with all of the District affairs. I have been able to assess the District's wants and needs this past month. District staff has been extremely helpful in all areas. I am very fortunate to be joining this group!

Grant opportunities

1. I met with our District engineer 6/18 in regards to projects coming to completion and future projects already scheduled to begin. Working with our District engineer. We were able to get a grant application submitted prior to the deadline of 7/5/19. The Hazard Mitigation Grant Plan (HMGP) would fund the design, purchase, and installation of Generators at our intake, treatment plant, and tank sites in the case of a power emergency.
2. I recently had a conference call with one of our Engineering groups, SWRCB, and DWR in regards to a recently accepted SRF grant application that was filed in April. This would help address our aging Intake and water treatment plant. It is a slow process however we are on track.

Projects

1. Phase B of our service line replacement program is coming to completion. SCCI has replaced the effluent flow meter leaving our treatment plant and set the vault. They recently completed their paving areas as well. The contractor involved has worked well with District staff and are on track to completing this project under estimated cost. This project will be completed within the next week.

2. Intake. We have been battling power issues at Intake since my arrival. Our contracted electrician tests indicate we are receiving too much power from our supplier. PG&E later confirmed this. They will be monitoring our supply the next 30 days. This over abundance of power has also caused issues with our SCADA reporting system. We are in the process of working with our SCADA vendor to trouble shoot the issues.
3. Ranchito Well #1 is close to completion. We are in the process of working with the design engineer and Aqua Labs on placing this Well online with our SCADA system and completing the fence protecting.
4. Twin Lakes recently received parts and materials to begin the restoration of our barge. I spoke with Russ and Todd 7/8/19. Todd informed me that work on our barge will begin 7/15/19. Their focus will begin with the deck and any and all metal work to be done. Todd will be giving me a weekly update once work has begun.
5. I am currently working with Howk Systems and our District engineer on a plan that addresses our non – operable intake pump. I am consulting with our District engineer to finalize our plan.

Operations

A great deal of my time has been spent becoming acquainted with this unique water distribution system. Weekly I accompany District staff with customer service requests. We have repaired several service line leaks. We are in the process of inventorying all our tools and equipment. I would like to see District staff performing more of the minor service leak repairs and hydrant maintenance in the immediate future. We are in the process of completing a cost comparison that should show the value of keeping these smaller system maintenance projects in house. We have implemented daily log sheets for field staff. This simple data collection system will assist me in determining system service & maintenance schedules needed. We recently implemented vehicle maintenance logs. Our aging trucks and equipment definitely are in need. Already we have been able to replace a radiator, door handle, exhaust manifold, air conditioning, and spark plug/wires on our 2006 Chevy service truck. I recently received truck estimates from three different dealers. CSDA has also recently submitted vehicle financing rates they offer to the District.

Finances

Pete presented the Districts preliminary budget last month. I am in the process of reviewing our expenditures and becoming more acquainted with District expenditures. The completion of our service line replacement project is coming very soon. Large amounts of capital coming and going is coming to an end. I feel this will be a valuable time to assess the Districts overall well being with regards to cashflow. With the boards approval last month we are able to access the LAIF emergency fund if need be. I am working with our engineering firm and DWR on processing our final Grant reimbursement.

Administration

I met with our engineering team on June 18th. This gave us the opportunity to meet one another and to prioritize future projects within our system. I participated in a PG&E Water Agency

public safety power shutoff statewide conference call on June 19th. We gained some valuable information that we were able to link to on our website to help educate our residents. In our last annual audit it was recommended that we address our water rates. I am awaiting two quotes from NBS solutions and Bartle's & Well's on a water rate study. I will be presenting these proposals to the board in our August meeting.

Sincerely,

Patrick McGowan
General Manager

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

OPERATIONS SUPERVISOR REPORT

Board of Directors Meeting
Monday July 15th 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 has completed the report on the filter surveillance and as expected the filters are still in perfect condition.

Staff has also rebuilt, cleaned and tested the backflow device on the filter surface wash system.

SCCI is near completion of Phase B of our project which is the installation of the new effluent master meter, blow off and waterproof vault. All that is remaining is to run power to the submersible pump, finish grading around the vault and tie in the new meter to our S.C.A.D.A. system. I am still waiting to hear from them on what day to schedule the connection which will include our staff, our S.C.A.D.A. personnel and their electrical contractor.

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. Lead sampling was conducted at the two schools our district serves as a new requirement by the state. This is only a one time sampling to safeguard the children. In the event that lead is found in the school's water then one more additional sample will be conducted prior to the entry point of the school to assure it is not our water that is containing lead but more so the schools plumbing. Staff has also repaired 4 minor service line leaks in the system by installing repair bands.

We are still looking into a solution to our current meter problem. As I have mentioned in the past, AMCO has gone out of business so our meters can no longer be replaced with what we have because we have depleted our inventory of new meters. We will have to start replacing them with new Badger meters which may still work with our system but will require a lot of work on the billing programming side of the system and may require two billing systems to make it work correctly. Unfortunately, we have recently found out that Itron (the company that provides the meter transmitters and entire operational platform) will be closing as well at the end of December 2021. This will require the district to replace the entire meter system in the near future.

Intake – Staff has spent a lot of time on another intake electrical issue that resulted in more repairs needed to electrical panel and S.C.A.D.A. which included PG&E, Barry Electric and Aqua Sierra. I have also received a quote to remove and troubleshoot pump #2 so we have a fully operational pump before starting the repairs/upgrade to pump #1 which is currently the only operational pump.

Barge – TLMC has started work on the barge. At this point, all of the material has been delivered on site and some of the hole patching on the deck has been completed.

Wells – Three of the four wells continue to operate perfectly at this time and Njirich has completed the construction on Ranchito #1. However, once we contacted Aqua Sierra to tie the meter to our S.C.A.D.A. we have discovered that the design of the renovation will not work 100% correctly so at this point we are waiting on a solution before completing the install.

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 – I have met with an environmentalist to start the grant procedures to install backup power at all vulnerable pump stations in the event of power outages.

Also have spent a lot of time completing the districts Consumer Confidence Report, Electronic Annual Report, monthly and quarterly state reporting and Emergency Notification Plan.

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

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Treasurer's Report

Reporting Period: June 2019

The district ended the month of June 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	\$	83,754
Money Market - Working Capital	\$	683,697
Petty Cash	\$	125
Total Unrestricted:		<u>\$ 767,576</u>
Total Restricted & Unrestricted:		<u>\$ 937,003</u>

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

	Jun-2019	Year to Date
Sales & Business Revenue:	\$ 124,820	\$ 1,462,757
Total Operating Expenses:	\$ (181,538)	\$ (1,121,992)
Non-Operating Income/Expense:	\$ (20,001)	\$ (213,964)
Water Drought Income/Expense:	\$ (280,947)	\$ (449,672)
Change in Net Assets (P&L):	\$ (357,666)	\$ (322,871)
Net Cash Flow:	\$ 154,022	\$ (27,045)

Accounts Receivable:

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water IRWMP	A/R Water USDA
Current	\$ 32,118	\$ -	\$ 50	\$ 111,725	\$ -	\$ -
> 30 Days	\$ 8,994	\$ -	\$ -	\$ -	\$ -	\$ -
> 60 Days	\$ 3,433	\$ -	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 852	\$ -	\$ -	\$ -	\$ -	\$ -
> 120 Days	\$ 5,562	\$ 12,502	\$ 5,241	\$ -	\$ -	\$ -
Credits	\$ (17,020)					
Total	\$ 33,939	\$ 12,502	\$ 5,291	\$ 111,725	\$ -	\$ -
Total Combined	\$ 158,166		\$ 5,291		\$ -	
G/L Balance	\$ 158,166		\$ 5,291		\$ -	
Difference	\$ -		\$ -			\$ -

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

* Amount of availability payments outstanding: \$12,502

Accounts Payables:

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 334,491	\$ -	\$ 7,551
> 30 Days	\$ -	\$ -	\$ 1,901
> 60 Days	\$ -	\$ -	\$ 4,610
> 90 Days	\$ -	\$ -	\$ 11,349
Credits	\$ -	\$ -	\$ -
Total	\$ 334,491	\$ -	\$ 25,411
G/L Balance	\$ 334,491	\$ -	\$ 25,411
Difference	\$0	\$0	\$0

AP includes the following invoices:

- Sierra Communications \$232,038.97
- SDRMA \$38,671.36

“ 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”.

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

		June vs	2018-2019	YTD vs	2018-2019 Approved	Remaining
	Jun-19	Budget %	YTD	Budget %	Final Budget	Budget
Revenue						
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	31,675	10.03%	305,310	96.64%	315,917 10,607
01-0-4010-402	Water Availability Revenue	12,567	6.72%	184,408	98.63%	186,971 2,563
01-0-4010-403	Water Service Charges	79,837	8.39%	957,836	100.67%	951,430 (6,406)
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	2,156	7.47%	27,290	94.60%	28,847 1,557
01-0-4020-414	Transfer Fee Income	650	8.46%	6,200	80.73%	7,680 1,480
01-0-4020-415	Other Income	494	8.93%	7,224	130.49%	5,536 (1,688)
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	80	41.67%	1,221	635.94%	192 (1,029)
01-0-4020-902	Hydrant Consumption	12	25.04%	2,262	4711.54%	48 (2,214)
01-0-4020-999	Avail Fee Income	-	0.00%	1,771	110.22%	1,607 (164)
01-0-4040-100	Lease Fee	2,745	6.35%	32,715	75.73%	43,200 10,485
01-0-4050-575	Office Fire Reimbursement	-	0.00%	-	0.00%	32,000 32,000
TBD	Connection/Capacity Fees	-				-
TBD	Transfer From Reserve	-				-
TOTAL REVENUE		130,216	8.18%	1,558,744	97.88%	1,592,550 33,806
Expenses						
01-1-5010-100	Regular Pay - Plant	7,852	5.03%	93,279	59.76%	156,093 62,814
01-1-5010-101	Overtime Pay	2,451	13.90%	18,252	103.51%	17,634 (618)
01-1-5010-102	Sick Pay	336	6.07%	4,371	78.86%	5,543 1,172
01-1-5010-104	Vacation Pay	533	7.11%	6,955	92.76%	7,498 543
01-1-5010-105	Holiday Pay	594	9.04%	6,026	91.75%	6,568 542
01-1-5010-200	PERS	747	7.73%	9,395	97.21%	9,665 270
01-1-5010-201	FICA/Medicare	834	6.24%	9,944	74.39%	13,367 3,423
01-1-5010-202	SUI	-	0.00%	868	47.96%	1,810 942
01-1-5010-203	Health Insurance	3,736	6.84%	44,428	81.30%	54,646 10,218
01-1-5010-204	Workers Compensation	571	9.43%	6,830	112.82%	6,054 (776)
01-1-5010-206	Dental Insurance	240	7.01%	2,885	84.16%	3,428 543
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	175	27.22%	175	27.22%	643 468
01-1-5020-510	Repair & Maintenance - Plant	-	0.00%	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	25,237	42.81%	86,857	147.34%	58,950 (27,907)
01-1-5020-515	R&M Transmission - Intake	76,298	762.98%	90,161	901.61%	10,000 (80,161)
01-1-5020-520	Small Tools & Equipment	-	0.00%	2,172	74.32%	2,923 751
01-1-5020-522	Gas, Oil & Lubricant - Plant	1,510	12.63%	12,538	104.87%	11,956 (582)
01-1-5020-524	Health & Safety	-	0.00%	4,036	67.26%	6,000 1,964
01-1-5020-529	Telephone - T & D	586	7.56%	6,898	88.99%	7,751 853
01-1-5020-544	Water Testing Fees	4,490	23.63%	15,776	83.03%	18,999 3,223
01-1-5020-545	Water System Fees	-	0.00%	3,534	33.86%	10,437 6,903
01-1-5020-548	Water Testing Materials	-	0.00%	3,294	86.44%	3,811 517
01-1-5021-521	Water Treatment Chemicals	1,030	2.58%	25,892	64.73%	40,000 14,108
01-1-5021-524	P G & E Power - Office	253	9.81%	2,441	94.56%	2,581 140
01-1-5021-525	P G & E Power - Intake	6,625	10.18%	66,299	101.92%	65,049 (1,250)
01-1-5021-526	P G & E Power - Well	19	0.64%	259	8.62%	3,000 2,741
01-1-5021-527	P G & E Power - Water Treatment	3,103	9.38%	28,090	84.89%	33,088 4,998
01-1-5021-528	P G & E Power - Distribution	4,058	12.73%	35,240	110.58%	31,868 (3,372)
01-1-5021-529	P G & E Power - Well 2	927	30.89%	10,682	356.07%	3,000 (7,682)
01-1-5021-530	P G & E Power - Medina	253	8.44%	3,645	121.49%	3,000 (645)
01-1-5021-532	P G & E Power - Well 5/6	253	8.44%	3,239	107.98%	3,000 (239)
01-1-5021-561	Purchased Water Actual-mid-p	7,551	9.86%	66,104	86.36%	76,546 10,442
01-1-5023-533	Outside Services	253	0.90%	7,573	26.85%	28,203 20,630
01-1-5023-535	Fire Protection/Weed Control	-	#DIV/0!	-	#DIV/0!	- -
01-1-5023-537	Pest Control	32	0.55%	4,632	79.37%	5,836 1,204
01-1-5023-538	Engineering Services	474	4.74%	7,128	71.28%	10,000 2,873
01-1-5023-539	Employee Education	-	0.00%	166	4.14%	4,000 3,834

	Jun-19	June vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget	
01-1-5024-540	Memberships	433	50.23%	833	96.64%	862	29
01-1-5024-542	Publications	-	0.00%	914	147.86%	618	(296)
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	744	92.94%	800	56
01-1-5032-583	Depreciation Expense	20,045	10.02%	243,981	122.01%	199,967	(44,014)
01-2-6010-100	Regular Pay - Administration	6,753	7.76%	88,164	101.27%	87,058	(1,106)
01-2-6010-101	Overtime Pay	121	4.89%	2,202	89.30%	2,466	264
01-2-6010-102	Sick Pay	294	4.93%	6,346	106.32%	5,969	(377)
01-2-6010-104	Vacation Pay	498	7.01%	7,499	105.63%	7,099	(400)
01-2-6010-105	Holiday Pay	644	14.43%	4,676	104.86%	4,459	(217)
01-2-6010-200	PERS	674	10.42%	8,899	137.66%	6,464	(2,435)
01-2-6010-201	FICA/Medicare	610	7.28%	8,171	97.49%	8,382	211
01-2-6010-202	SUI	-	0.00%	868	54.94%	1,580	712
01-2-6010-203	Health Insurance	2,011	8.42%	23,759	99.52%	23,873	114
01-2-6010-204	Workers Compensation	56	9.35%	678	112.19%	604	(74)
01-2-6010-206	Dental Insurance	159	8.83%	1,911	105.95%	1,804	(107)
01-2-6010-207	Vision Care	-	0.00%	-	0.00%	252	252
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	39	3.24%	1,200	1,161
01-2-6020-512	Propane	-	0.00%	633	92.49%	684	51
01-2-6020-515	Customer Billing Supplies	798	47.89%	1,904	114.22%	1,667	(237)
01-2-6020-529	Telephone - Admin	314	8.25%	3,729	98.07%	3,802	73
01-2-6020-530	Office Supplies	109	4.53%	2,670	110.99%	2,406	(264)
01-2-6020-531	Postage	749	8.29%	7,483	82.76%	9,042	1,559
01-2-6023-531	Computer IT	3,127	7.02%	33,556	75.29%	44,572	11,016
01-2-6023-533	Outside Services	495	0.36%	114,545	84.21%	136,017	21,472
01-2-6023-534	Temporary Outside Labor	-	#DIV/0!	-	#DIV/0!	-	-
01-2-6023-535	Office Cleaning Serv	140	9.26%	1,500	99.21%	1,512	12
01-2-6023-536	Legal Services	-	0.00%	9,238	89.83%	10,283	1,046
01-2-6023-537	Audit Services	-	0.00%	7,000	56.68%	12,350	5,350
01-2-6023-539	Employee Education	-	0.00%	348	23.20%	1,500	1,152
01-2-6024-540	Memberships	-	0.00%	5,336	82.16%	6,495	1,159
01-2-6024-542	Publications	-	0.00%	1,079	34.41%	3,137	2,058
01-2-6024-547	County Fees	-	0.00%	80	79.21%	101	21
01-2-6024-999	County Avail Fee	-	0.00%	1,788	87.84%	2,035	248
01-3-6025-100	Regular Pay	400	7.22%	6,000	108.23%	5,544	(456)
01-3-6025-201	FICA/Medicare	31	7.22%	459	108.25%	424	(35)
01-3-6025-546	Travel, Meetings & Mileage	-	0.00%	97	4.87%	2,000	1,903
01-3-6025-550	Board Meeting Expense	-	#DIV/0!	-	#DIV/0!	-	-
01-3-6025-555	Board Election Expenses	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-100	Regular Pay - Non-Departmental	7,308	#DIV/0!	7,308	#DIV/0!	-	(7,308)
01-9-6030-102	Sick Pay	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-104	Vacation Pay	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-105	Holiday Pay	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-106	Other Pay	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-200	PERS	305	#DIV/0!	305	#DIV/0!	-	(305)
01-9-6030-201	FICA/Medicare	601	#DIV/0!	601	#DIV/0!	-	(601)
01-9-6030-202	SUI	434	#DIV/0!	434	#DIV/0!	-	(434)
01-9-6030-203	Health Insurance	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-204	Workers Compensation	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-206	Dental Insurance	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-207	Vision Care	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	95	95
01-9-6030-569	Credit Card Service Charges	545	8.83%	6,680	108.24%	6,172	(508)
01-9-6030-572	Business Insurance Expense	2,907	6.87%	44,334	104.84%	42,289	(2,045)
01-9-6030-576	Misc Other Expense	23	1.14%	282	14.09%	2,000	1,718
01-9-6030-577	Retired Employee Health	2,267	8.20%	27,124	98.08%	27,655	531
01-9-6030-580	Retired EE Benefit Expense	-	0.00%	-	0.00%	148,142	148,142
01-9-6031-580	Interest Long Term Debt	3,045	6.81%	38,355	85.82%	44,692	6,337
01-9-6032-583	Depreciation Expense	17	7.84%	209	95.49%	219	10
01-9-6035-575	Office Fire Recovery	-	#DIV/0!	-	#DIV/0!	-	-
TOTAL EXPENSES		206,935	12.74%	1,431,943	88.18%	1,623,876	191,932

	Jun-19	June vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget
CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)						
01-1-5020-535	Water Supply Emergency 2014	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-584	Well 2*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-585	Medina Well*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-586	Well 3/4	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-587	Well 5*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-588	Well 6	-	#DIV/0!	-	#DIV/0!	-
01-0-1090-315	Intake Booster #2 Installation	-	#DIV/0!	-	#DIV/0!	-
01-0-1090-314	CIP-Barge Renovation	-	0.00%	1,988	2.48%	80,000
TBD	Springbrook Update	-	0.00%	-	0.00%	30,000
01-0-1090-305	Ranchito Well #1 Renovation	-	0.00%	6,155	41.03%	15,000
01-9-6030-591	IRWMP Service Lines	280,319	29.51%	973,105	102.43%	950,000
01-9-6030-592	IRWMP Administrative Expenses	628	5.55%	2,448	21.65%	11,307
01-9-6030-593	IRWMP Water Use Efficiency	-	0.00%	86,989	104.34%	83,369
TOTAL CIP IN PROGRESS		280,947	24.02%	1,070,685	91.54%	1,169,676
CARRYOVER PROJECT (GRANT) REVENUE						
01-0-4020-418	Well 2 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-419	Medina Well Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-420	Well 3 & 4 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-421	Well 5 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-428	USDA Grant	-	#DIV/0!	-	#DIV/0!	-
01-0-4020-429	Flood Reimbursement	-	#DIV/0!	45,672	#DIV/0!	-
TBD	DWR Grant	-	-	-	-	86,520
01-0-4020-425	IRWMP Service Line Replacement	-	0.00%	244,552	28.86%	847,287
01-0-4020-427	IRWMP Regional Water Use Efficiency	-	0.00%	130,270	121.45%	107,260
01-0-4020-426	IRWMP Grant Administration***	-	0.00%	160,049	1333.75%	12,000
TOTAL CARRYOVER PROJECT REVENUE		-	0.00%	667,064	63.34%	1,053,067
NEW CAPITAL PURCHASES / IMPROVEMENTS						
01-0-1090-318	2018 SCADA Update Project***	1,806	3.28%	39,768	72.30%	55,000
01-0-1090-319	Fire Hydrant Replace 2018/19	-	-	26,958	-	-
01-0-1090-320	Alamo, Enebro & Intake	1,413	-	7,531	-	-
TBD	Replacement Truck (2003 Chevy)	-	0.00%	-	0.00%	32,000
TBD	Replacement Truck (2005 Chevy)	-	#DIV/0!	-	#DIV/0!	-
TBD	Tablets for System Maintenance	-	#DIV/0!	-	#DIV/0!	-
TBD	Effluent Meter Replacement (Plant)	-	#DIV/0!	-	#DIV/0!	-
TBD	Replacement Flocculator Gear Drives	-	0.00%	-	0.00%	12,000
01-0-1090-316	Horniga Water Line Replacement	-	0.00%	-	0.00%	46,463
TBD	Portable Generator	-	0.00%	-	0.00%	6,000
TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS		3,219	2.12%	74,257	49.03%	151,463
PROJECT PLANNING, DESIGN AND STUDIES						
TBD	CIP Development	-	-	-	-	20,000
TBD	Connection Fee Study	-	-	-	-	10,000
01-9-6030-594	Grant Application Services	-	0.00%	54,194	285.23%	19,000
01-9-6030-595	District Map Digitizing and Updates	-	0.00%	-	0.00%	5,000
TBD	Planning Study re Lake McClure	-	-	-	-	-
TOTAL PLANNING, DESIGN AND STUDIES		-	0.00%	54,194	100.36%	54,000

***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 June 2019	
Cash and investments	\$	937,003
Restricted cash	\$	-
Accts Receivable net of res	\$	166,122
Water Drought Receivable	\$	-
Inventory	\$	69,931
Prpd expense & deposits	\$	67,658
Deferred Outflow of Resources	\$	157,167
	Total current assets	\$ 1,397,881
Property, plant & equipment	\$	11,414,788
less depreciation	\$	(7,230,704)
C I P	\$	541,800
	Net P P & E	\$ 4,725,884
Other L T Assets		
	Total Assets	\$ 6,123,765
Liabilites:		
Accounts payable	\$	334,491
Interest payable	\$	10,657
Water Accrual	\$	25,411
Accrued Payroll	\$	60,600
A/P Accrued Payables	\$	2,682
L T debt, current	\$	83,491
	Total current liab	\$ 517,332
L T debt		
Post Retirement Benefit	\$	1,168,000
Net Pension Liability	\$	293,903
Deferred Inflow of Resources	\$	95,631
Muni Loan	\$	738,086
less current above	\$	(83,491)
	Total Liabilites	\$ 2,729,461
Net assets	\$	3,394,304
	Total liab & net ass't	\$ 6,123,765

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23287	000076	USPS	06/04/2019	485.59
24005	000635	Contractor Compliance And Monitoring Inc	06/06/2019	2,571.42
24006	000366	UNITED STATES PLASTIC CORP.	06/06/2019	45.52
24007	UB*10662	MR/MRS MICHAEL TREECE	06/06/2019	183.10
24008	UB*10663	MR & MRS PRESTON GILLIAM	06/06/2019	97.00
24009	UB*10664	ROBERTA & HARRY BURNS	06/06/2019	155.64
24010	UB*10665	JOEL POLEY	06/06/2019	141.16
24011	UB*10666	PMZ REALTY	06/06/2019	130.34
24012	000152	ERS INDUSTRIAL SERVICE	06/10/2019	6,140.00
24013	000203	GRISWOLD, LaSALLE, COBB, DOWD	06/10/2019	1,450.30
24014	010129	DANNY JOHNSON	06/10/2019	38.88
24015	000105	PACIFIC GAS & ELECTRIC	06/10/2019	8,762.54
24016	0002487	GREG COX TRUCKING	06/10/2019	914.07
24017	00071	Mother Lode Answering Service	06/10/2019	312.00
24018	0000605	Black Water Consulting Engineers Inc	06/20/2019	7,790.55
24019	019970	NJIRICH & SON'S INC	06/20/2019	109,063.32
24020	000583	COPY KING	06/20/2019	798.28
24021	000091	VALERO MARKETING & SUPPLY	06/20/2019	1,510.28
24022	100987	Twin Lakes Management Co.	06/20/2019	175.00
24023	0002321	STREAMLINE	06/20/2019	200.00
24024	000550	LUIS'S HOUSEKEEPING / YARDS	06/20/2019	140.00
24025	000165	ACWA/JPIA	06/20/2019	8,013.98
24026	702	Warmerdam CPA Group	06/20/2019	628.00
24027	0007349	Recology Mariposa	06/20/2019	252.65
24028	000118	D & D PEST CONTROL *	06/27/2019	32.00
24029	000635	Contractor Compliance And Monitoring Inc	06/27/2019	1,285.71
24030	000136	AT&T	06/27/2019	441.65
24031	00072	Itron Inc	06/27/2019	3,107.70
24032	000105	PACIFIC GAS & ELECTRIC	06/27/2019	926.72
24033	000105	PACIFIC GAS & ELECTRIC	06/27/2019	506.28
24034	000383	BUSINESS CARD	06/27/2019	167.06
24035	000383	BUSINESS CARD	06/27/2019	236.36
24036	000010	AMERICAN WATER WORKS ASSOC.	06/27/2019	433.00

Report Total: 157,136.10

Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road
June 17, 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 1:03 p.m.

Directors present: Johnson, Hankemeier, Sperry, and Ross

Directors absent: Warren

Also Present: GM P. McGowan

Also present: Staff R. Gilgo

Also present: Staff S. Marchesiello

Also present: Pete Kampa

2. PUBLIC COMMENT:

The Board received one public comments

3. PRESENTATION ONLY:

a. Presiding Officer's Report

None at this time

b. General Manager's Report:

Presented by P. Kampa & GM McGowan

c. Chief Plant Operator's Report:

Presented by 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 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

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. Approve the 2019/20 Preliminary Fiscal Year Budget

Motion: To approve the 2019-20 Preliminary Fiscal Year Budget

Votes: Carried 4-0

First: Hankemeier Second: Sperry

Ayes: Hankemeier, Sperry, Ross, and Johnson

Absent: Warren

b. Authorization to transfer funding from LAIF reserves

Motion: To approve authorizing the General Manager to temporarily access the money in LAIF for cash flow needs until grant reimbursements are received from the state

Votes: Carried 4-0

First: Hankemeier Second: Ross

Ayes: Hankemeier, Ross, Johnson, and Sperry

Absent: Warren

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

Motion: To approve the 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

Votes: Carried 4-0

First: Hankemeier Second: Ross

Ayes: Hankemeier, Ross, Johnson, and Sperry

Absent: Warren

d. Approve amendment to the General Manager Employment Agreement to receive health benefits beginning July 1, 2019

Motion: To approve the amendment to the General Manager Employment Agreement to receive health benefits beginning July 1, 2019

Votes: Carried 4-0

First: Hankemeier Second: Ross

Ayes: Hankemeier, Ross, Johnson, and Sperry

Absent: Warren



Lake Don Pedro Community Services District

STAFF REPORT

To: Board of Directors
From: Syndie Marchesiello
Date: July 08, 2019
Subject: Availability Billing / Delinquent Accounts
Purpose: For the Board of Directors to approve placing the amounts on the tax rolls for collections.

At the beginning of the fiscal year in July the availability lots are billed. The availability fee and delinquent charges are placed on the tax rolls for collection.

Per Government Code 61115(b), a notice was posted for a Public Hearing held July 4, 2019 & June 29, 2019 & at the District office. In addition, a lien may be filed on the delinquent properties.

**Recommendation – The Board of Directors make a motion that states:
The Board approves availability, delinquent charges and lien & release fees, to be sent to Mariposa and Tuolumne Counties to be placed on the 2019 / 2020 tax rolls for collection with the exception of any balances that have been paid prior to placing them on the tax rolls. In addition, to have liens placed on the appropriate properties so as to meet the requirements of the counties and aid in collection of those fees.**

Amount Applied to Mariposa and Tuolumne Co.
2019-2020 Tax Rolls

Mariposa County Availability (Standby) Fee

\$120,452.00

Tuolumne County Availability (Standby) Fee

\$69,400.48

Delinquents without Processing Fees

\$4,995.03

Total \$194,847.51

APN	Amount
0190100130	673.40
0190600100	904.00
0190800150	586.83
0211700160	529.90
0212000370	840.40
075170029000	654.90
075230006000	53.00
076100011000	752.60

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
Revenue					
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	-	-	-	-
TOTAL REVENUE		1,592,550	1,305,184	1,560,800	1,550,500
Expenses					
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

		2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
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

		2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
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
TOTAL EXPENSES		1,623,876	1,105,938	1,475,268	1,670,904

		2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)					
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	
TOTAL CIP IN PROGRESS		1,169,676	486,084	1,228,084	-
CARRYOVER PROJECT (GRANT) REVENUE					
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	
TOTAL CARRYOVER PROJECT REVENUE		1,053,067	435,810	435,810	-
NEW CAPITAL PURCHASES / IMPROVEMENTS					
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	-	
TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS		151,463	62,623	50,000	75,000
PROJECT PLANNING, DESIGN AND STUDIES					
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	-	-	-	
TOTAL PLANNING, DESIGN AND STUDIES		54,000	54,194	54,194	-

	2018-2019 Approved Budget	2018-2019 YTD Totals Thru 04/30/19	2018-2019 Projected Amounts	2019-2020 Proposed Budget
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BUDGET SUMMARY

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



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 7/11/19

Subject:

Subject: Potential PG&E Outages / Standby Generators

Item Description: I recently participated in a conference call with local water purveyors and PG&E. The topic was PG&E's PSPS Program. Through this program PG&E is notifying all water agencies of the "potential" temporary shutdown of their systems for system maintenance in extreme weather situations. LDPCSD falls into the elevated risk area with regards to a shutdown. In the event of a system shutdown we would be unable to pump water with our current power supply. At best system water storage and auxiliary wells could supplement our water supply for a few days. In order to continue to pump water beyond this point we would need to secure large expensive standby generators from a local dealer. Needless to say generators are in short supply at this time. I have secured a quote for generators from Sunbelt rentals if needed. A minimum of two fixed 150/200 HP generators would be needed. One at our Intake, and one for our treatment plant. We would then need an additional mobile generator to transport back and forth from tank site to tank site. We would also need transfer switches installed at the mentioned sites. The expense to the district would be roughly \$18,000 a month.

Recommendations: Currently it is the middle of July. It would take some time to retrofit our system to accommodate these generators. At best we would be ready for generators by the beginning to middle of August. I am looking for discussion and possibly direction from the board on this unique situation.

Patrick McGowan
General Manager

Email

SUNBELT RENTALS, INC.

Contract #.. 91238638

To: JC
JAMES.ANDERSON1@SUNBELTRENTALS.COM

Company: SBR

Message:

From: JAMES ANDERSON PC216

Location: SACRAMENTO POWER & HVAC PC0216

Phone: 916-210-8282

Fax #: 916-210-8280



PUMP & POWER SERVICES

PC#: 0216
4635 POWER INN ROAD
SACRAMENTO, CA 95826
916-210-8282

SUNBELT RENTALS, INC
Salesman: 021606 ANDERSON, JAMES (2)
Typed By: JANDERSON2

Job Site:
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632
C#: 209-852-2331 J#: 209-852-2331

Customer: 764967
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632

QUOTE
Contract #.. 91238638
Contract dt. 6/28/19
Date out.... 7/01/19 8:00 AM
Est return.. 7/29/19 8:00 AM
Job Loc..... 9751 MERCED FALLS RD, LA GRANGE
Job No..... 1 - LAKE DON PEDRO C
P.O. #..... NR
Ordered By.. MCGOWAN, PATRICK
NET DUE UPON RECEIPT

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes items like 150KW DIESEL GENERATOR, 4/0 CAMLOCK CABLE 50', and 4/0 MALE PIG TAIL. Also includes SALES ITEMS and a large 'COPY' watermark.

* Rate your rental experience www.sunbeltrentals.com/survey *
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)
Continued on the next page...
29



PUMP & POWER SERVICES

PC#: 0216
4635 POWER INN ROAD
SACRAMENTO, CA 95826
916-210-8282

SUNBELT RENTALS, INC
Salesman: 021606 ANDERSON, JAMES (2)
Typed By: JANDERSON2

Job Site:
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632
C#: 209-852-2331 J#: 209-852-2331

Customer: 764967
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632

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Table with 6 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount

SALES ITEMS:

Qty Item number Unit Price

Sub-total: 5648.62
Tax: 418.40
Total: 6067.02

All amounts are in USD

COPY

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) (Customer Initials)

Customer Signature Date Name Printed 30 Delivered By Date

SUNBELT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Environmental Fee" is the charge described in Section 16. "Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment. "One Shift," means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt Rentals, Inc. "Sunbelt Entities" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Any reference to Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repair of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**

8. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or

entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys and RPP; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer shall keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. **PURCHASES:** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15. **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, seeks protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, as well as, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt assesses an Environmental Fee, plus applicable taxes thereon in connection with certain rentals. The Environmental Fee is not a tax or governmentally mandated charge, and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

17. **FUEL.** For equipment that uses fuel, Customer has three options: (a) **Prepay Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option** - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

22. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "Sunbelt Rentals Exchange, Inc."

Additional terms and conditions for E&S Control, Shoring and Bridging can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>

Email

SUNBELT RENTALS, INC.

Contract #.. 91238931

To: JC
JAMES.ANDERSON1@SUNBELTRENTALS.COM

Company: SBR

Message:

From: JAMES ANDERSON PC216

Location: SACRAMENTO POWER & HVAC PC0216

Phone: 916-210-8282

Fax #: 916-210-8280



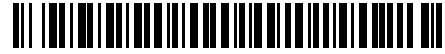
PUMP & POWER SERVICES

PC#: 0216
4635 POWER INN ROAD
SACRAMENTO, CA 95826
916-210-8282

SUNBELT RENTALS, INC
Salesman: 021606 ANDERSON, JAMES (2)
Typed By: JANDERSON2

Job Site:
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632
C#: 209-852-2331 J#: 209-852-2331

QUOTE



Customer: 764967
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632

Contract #.. 91238931
Contract dt. 6/28/19
Date out.... 7/01/19 8:00 AM
Est return.. 7/29/19 8:00 AM
Job Loc..... 9751 MERCED FALLS RD, LA GRANGE
Job No..... 1 - LAKE DON PEDRO C
P.O. #..... NR
Ordered By.. MCGOWAN, PATRICK
NET DUE UPON RECEIPT

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes items like 200KW DIESEL GENERATOR, 4/0 CAMLOCK CABLE 50', and 4/0 MALE PIG TAIL. Also includes SALES ITEMS and a large 'COPY' watermark.

Rate your rental experience www.sunbeltrentals.com/survey
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)
Continued on the next page...
33



PUMP & POWER SERVICES

PC#: 0216
4635 POWER INN ROAD
SACRAMENTO, CA 95826
916-210-8282

SUNBELT RENTALS, INC
Salesman: 021606 ANDERSON, JAMES (2)
Typed By: JANDERSON2

Job Site:
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632
C#: 209-852-2331 J#: 209-852-2331

Customer: 764967
LAKE DON PEDRO COMMUNITY SERVI
9751 MERCED FALLS RD
LA GRANGE, CA 95329-8632

QUOTE
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Job No..... 1 - LAKE DON PEDRO C
P.O. #..... NR
Ordered By.. MCGOWAN, PATRICK
NET DUE UPON RECEIPT

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes sub-total, tax, and total amounts.

All amounts are in USD

COPY

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed 34 Delivered By Date

SUNBELT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Environmental Fee" is the charge described in Section 16. "Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment. "One Shift," means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt Rentals, Inc. "Sunbelt Entities" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Any reference to Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repair of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**

8. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.**

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or

entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys and RPP; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer shall keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

PURCHASES: If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15. **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, seeks protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, as well as, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt assesses an Environmental Fee, plus applicable taxes thereon in connection with certain rentals. The Environmental Fee is not a tax or governmentally mandated charge, and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

17. **FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option** - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

22. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "Sunbelt Rentals Exchange, Inc."

Additional terms and conditions for E&S Control, Shoring and Bridging can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 7/11/19

Subject:

Subject: Non-Operable Intake Pump

Item Description: We have one operating Intake pump. Our barge is currently out of service. I feel that it is extremely important to have some redundancy within our water supply. Howk Systems recently submitted a quote to the District to pull the non-operable intake pump. This operation alone was quoted at \$20,000 - \$25,000. Once the pump is out of McClure they can assess and give use a quote for either repair or replacement.

Recommendations: I am currently in conversations with our District engineer on planning and implementation of this potential project. I feel all Intake water system upgrades should be delayed until we have a backup source of pumping.

Patrick McGowan
General Manager



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 7/11/19

Subject:

Subject: GM Vehicle Allowance

Item Description: It is a requirement of the GM to be on call 24 hour / day to attend meetings, events, and conferences and related functions inside and outside of the District. The District currently has two operable vehicles at this time. This hinders operations daily. I have and will continue to utilize my vehicle if needed for the good of the District.

Recommendations: I recommend that the District provides a vehicle allowance of \$300 a month to the GM position.

Patrick McGowan
General Manager



RECEIVED
JUL 01 2019



GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

BY: *ST*

State Water Resources Control Board

JUN 27 2019

In Reply Refer to:
AF: A016186, INV 8411

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

Dear Mr. Kampa:

**SUPPLEMENTAL REPORT OF INVESTIGATION, CONCLUSION OF COMPLAINT
INVESTIGATION AGAINST LAKE DON PEDRO COMMUNITY SERVICES DISTRICT,
LICENSE 11395, MERCED RIVER, TUOLUMNE AND MARIPOSA COUNTIES**

The State Water Resources Control Board (State Water Board), Division of Water Rights (Division) received a complaint on February 22, 2016 via email against the Lake Don Pedro Community Services District (LDPCSD). The complaint alleged that LDPCSD, operating under License 11395 (A016186) held by the Merced Irrigation District (MID), is operating in violation of the license and committing fraud. The complaint alleged that LDPCSD is providing water to customers outside the place of use (POU) designated on the license. The complainant subsequently submitted CalEPA complaint 46350 on April 4, 2016. Division staff investigated the complaint and issued a Notice of Violation (NOV) and Report of Investigation (ROI) to LDPCSD in November 2017. LDPCSD responded to the NOV in December 2017. Division staff prepared the enclosed supplemental ROI to consider the responses to the 2017 NOV and ROI.

Enclosed is the supplemental ROI prepared by Division staff regarding the 2017 NOV response letter from LDPCSD and subsequent submissions from both MID and LDPCSD. Conclusions and recommendations from the report are provided below.

Division staff has concluded its complaint investigation and determined there were water rights violations and the potential for future violations. Division staff determined that LDPCSD has taken appropriate steps to prevent future violations as stated in its 2017 compliance plan. Division staff recommends no further enforcement action at this time, provided LDPCSD ensures its compliance plan is effective and that it operates according to the compliance plan. The Division may initiate formal enforcement action without further notice if new information become available indicating noncompliance, including the imposition of an administrative civil liability complaint in the amount of \$500 per day of violation or a cease and desist order with penalties of \$1,000 for every day of its violation.

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

JUN 27 2019

Conclusions

- Division staff concludes that the POU map provided by MID identifies the POU authorized by License 11395 in the event of any dispute.
- Division staff reviewed both POU map submissions from LDPCSD and MID and determined that an additional 20 parcels in the area of LDP subdivision 7-M are either partially or entirely outside the License 11395 POU as shown by MID's POU map.
- LDPCSD's 2017 compliance plan indicates that LDPCSD's four groundwater wells can produce over 125% of the peak historical monthly consumption of the parcels LDPCSD originally identified as being served water outside the POU.
- The additional parcels identified in this report as also outside the POU most likely do not cause LDPCSD to be operating in violation of License 11395 due to the stated groundwater supply and because the majority of the additional parcels are vacant, undeveloped land.
- A digital shapefile of MID's 2008 map, or any updated map they have on file, is needed to determine exactly where the boundary line splits the additional parcels.
- LDPCSD must continue to abide by the compliance plan presented in the 2017 response letter and verify that LDPCSD continually compensates water served under License 11395 to parcels outside the POU with groundwater extractions.

Recommendations

- LDPCSD submit a report within 90 days which verify that the conditions of the 2017 compliance plan were met throughout 2018, including whether the Ranchito 1 well rehabilitation has been completed and is producing at least 9 AF per month.
- LDPCSD should maintain detailed monthly consumption data for parcels served outside the POU as indicated by MID's 2008 POU map.
- If MID concurs with the LDPCSD 2017 mapping project boundaries as the POU that should be authorized under License 11395, MID must submit a Standard Change Petition to update the license POU.

If you have any questions, please contact Victor Vasquez at (916) 323-9407 or by e-mail at victor.vasquez@waterboards.ca.gov. If you have questions regarding this notice written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Victor Vasquez, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,



Skyler Anderson
Acting Enforcement Section Program Manager
Division of Water Rights

CC: Merced Irrigation District
c/o Hicham Eltal
Deputy General Manager, Water Supply/Rights
heltal@mercedid.org

Lew Richardson
Tarantu-rattle@hotmail.com