

## Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
**August 21, 2023 at 10:00 a.m.**

**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:
  - Grant / Study Updates
  - Current District Projects
  - Operations Updates
  - Administrative Updates

**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 July 31, 2023 including summary of claims paid
- b. Approval of the Minutes as follows:
  - Regular Meeting of July 17, 2023
  - Special Meeting of July 24, 2023
  - Special Meeting of August 3, 2023
  - Special Meeting of August 17, 2023

**5. DISCUSSION AND ACTION ITEMS:**

- a. Discussion / Approval of Resolution 2023-xxx approving an Agreement with Trico Engineering Contractors for Management Consulting Services related to the Districts' Management Transition
- b. Discussion / Information only regarding the Grant Projects Update
- c. Discussion / Approval regarding Revised Job Descriptions for Operations Staff and General Manager
- d. Discussion / Approval regarding a Revised On-Call Calendar

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

- e. Discussion / Information – Notification from the Department of Fish / Wildlife regarding the Final Lake or Streambed Alteration Agreement / Lake McClure Raw Water Pump Station Replacement
- f. Discussion / Information – Notification regarding the Verizon Wireless Cell Tower Land Lease Agreement
- g. Discussion / Information only regarding Chemco Products Company Update
- h. Discussion / Information only regarding Updates on Employee Evaluations
- i. Discussion / Information only regarding Aventa Technologies performing New Firewall & End Point Protection Upgrades
- j. Discussion / Information only regarding a Leak Report Update
- k. Discussion / Information only regarding LDPCSD Water Quality Update

**6. ADJOURNMENT:**

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

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# Lake Don Pedro Community Services District

## GENERAL MANAGER'S REPORT

August 21st, 2023

We are roughly half way through our heavy water supply months. District operations staff have done a tremendous job repairing our distribution system leaks in a timely manner. This greatly assists in minimizing water loss, and aides in building trust within our community.

The LDPCSD Valve Turning/Flushing program has been extremely active thus far this summer. It is imperative that we continue to perform maintenance throughout our system to ensure a high degree of water quality. We greatly appreciate the residents of our community notifying our office of any change in water delivered. Our District staff is available to assist our residents 365, 24/7.

In addition to finding me in my office, I can reached at the following:

- District phone – (209) 852-2331
- E-mail - Patrick@ldpcsd.org

### *Grant/Study Updates*

**DWR BARRETT COVE RAW WATER INTAKE PROJECT- PLEASE SEE ATTACHMENT**

**USDA LOAN / RAW WATER MAIN REPLACEMENT- PLEASE SEE ATTACHMENT**

**DWSRF- PLEASE SEE ATTACHMENT**

### *Current District Projects*

- **EMERGENCY LEAK CREW** – We have performed **four water main repairs & five service leaks** since our last meeting.

- **WATER TREATMENT FILTERS** – Staff have continued to clean sedimentation basin weekly to reduce work for loaded filters. Fortunately, we have been able to meet the summer water demands while continuing to do so. This has added to District raw water loss significantly.
- **2023 LDPCSD MAINTENANCE PLAN** – Staff continue to perform service order maintenance requests, system wide.
- **ENEBRO STORAGE TANK VENT**- Scheduled to be completed
- **BARGE STORAGE** – District staff perform weekly inspection to ensure safekeeping at McClure Point old boat yard.
- **DISTRICT SITE METER REPLACEMENT PROJECT** – awaiting delivery of meters
- **ARBOLODA STATION PUMP & MOTOR INSTALL – COMPLETE**
- **TREATMENT PLANT INSTRUMENTATION** – Operations staff performed all servicing, cleaning, and re-calibration of treatment plant instrumentation.
- **SEDIMENTATION BASIN** – Operations staff have begun emptying & cleaning sedimentation basin weekly to ensure water quality meets standards. This maintenance item requires 2 to 3 operators for approximately half a day to perform duties.

### *Operations*

- **SERVICE ORDERS & USA’S** – This past month we have completed **40** service order requests & **38 USA** Tickets included:
  - 7 water color complaints
  - 10 possible leaks
  - 2 meter replacements
- **MONTHLY METER READS** - Staff performed **1526** monthly meter reads for billing. We read approximately 375 of these meters manually.
- **USA NORTH 811** – Underground Service Alert is a non-profit organization that links the excavation community and the owners of the underground lines. LDPCSD receives USA Ticket requests daily to locate and mark our existing water lines for a planned excavation. PG&E and their subcontractors have been **extremely active** in our community.
- **WATER SAMPLES** - Working with our water lab under the guidance of the SWRCB, District staff grab water samples on the 1<sup>st</sup> or 3<sup>rd</sup> Tuesday of each month.
- **WATER TRAINING COURSE** – We recently sent operations staff member to a water-training course. He was able to take extensive notes and bring this valuable information back for all staff members. This greatly aides our District in educating our operators. In addition, it assists with staff member’s retention of State certifications.

- **WATER STORAGE SITE INSPECTIONS** – Field staff are in the process of visiting each water storage facility, and hydro-pneumatic station in order to perform preventive maintenance on pumps, visually inspect all components and cleanup area.
- **WATER QUALITY** – PLEASE SEE STAFF REPORT

*Administrative*

- **GRANT UPDATE SPREADSHEETS** – PLEASE SEE ATTACHMENT
- **ON- CALL CALENDAR**- PLEASE SEE ATTACHMENT
- **REVISED JOB DESCRIPTIONS** – PLEASE SEE ATTACHMENT
- **LDPCSD PARKING LOT UPGRADE** – COMPLETE
- **IT FIREWALL & END POINT PROTECTION** - COMPLETE
- **LDPCSD MAPPING CAL-CAD ANNUAL UPDATE** – COMPLETE
- **TRICO ENGINEERING CONTRACTORS CONSULTANT AGREEMENT** – PLEASE SEE ATTACHMENT
- **DEPT. OF FISH & WILDLIFE FINAL AGREEMENT** – PLEASE SEE ATTACHMENT
- **VERIZON WIRELESS CELL TOWER AGREEMENT** – PLEASE SEE ATTACHMENT
- **DISTRICT EMPLOYEE EVALUATIONS** – PLEASE SEE ATTACHMENT
- **WATER QUALITY** – PLEASE SEE ATTACHMENT
- **CHEMICAL DISTRIBUTOR UPDATE** – PLEASE SEE ATTACHMENT
- **SWRCB DROUGHT TECHNICAL MONITORING ORDER** – This in depth monthly report tracks the usage of all District water sources.
- **JULY DAILY TASK BREAKDOWN** – PLEASE SEE ATTACHMENT

Sincerely,

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Patrick McGowan, General Manager



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**  
**From: Patrick McGowan**  
**Date: August 21st, 2023**  
**Subject: Reservoir Level Update**

**Description – Reservoir Level**

**July 10th, 2023**

**858.74' Above Sea Level**  
**967,141 Acre Feet Water Storage**

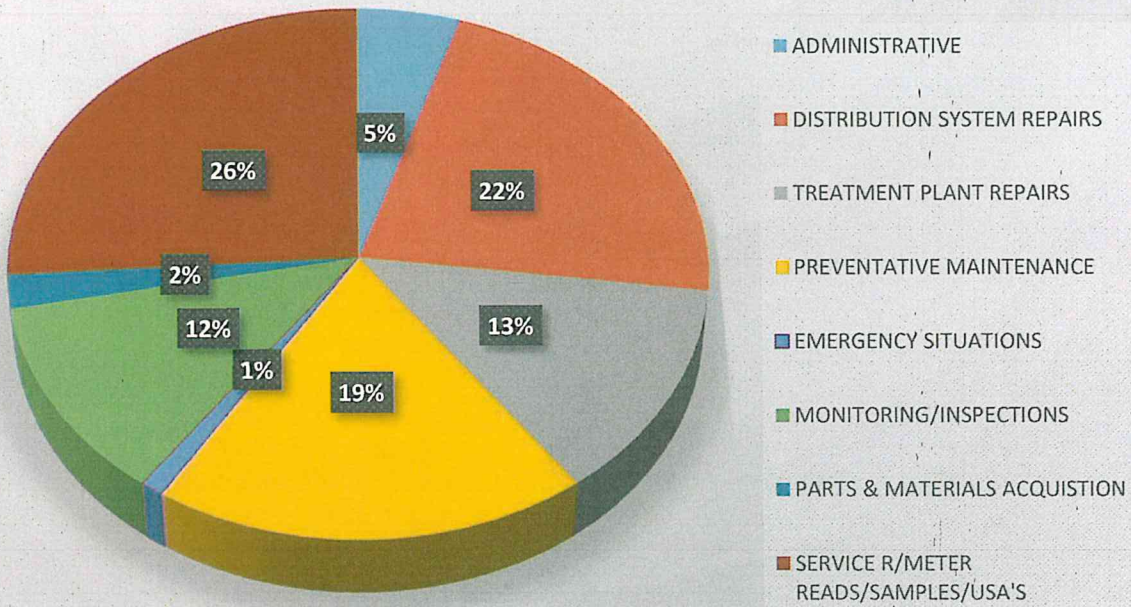
**August 10th, 2023**

**848.42' Above Sea Level**  
**898,778 Acre Feet Water Storage**

**68,363 Acre Feet DECREASE in Storage**  
**22 Billion Gallons of Water decrease**  
**10.32' increase in Reservoir Level**  
**Seasonal Rainfall Total = .02”**

ADMINISTRATIVE	5%
DISTRIBUTION SYSTEM REPAIRS	22%
TREATMENT PLANT REPAIRS	13%
PREVENTATIVE MAINTENANCE	19%
EMERGENCY SITUATIONS	1%
MONITORING/INSPECTIONS	12%
PARTS & MATERIALS ACQUISITION	2%
SERVICE R/METER READS/SAMPLES/I	26%

### JULY TASK BREAKDOWN



# LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

## Treasurer's Report

Reporting Period: July 2023

**The district ended the month of July 2023 with the following balances in our accounts:**

\* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$ 179,814	
Total Restricted:		<u>\$ 179,814</u>
Unrestricted:		
Checking	\$ 61,693	
Money Market - Working Capital	\$ 323,086	
Petty Cash	\$ 125	
Total Unrestricted:		<u>\$ 384,904</u>
Total Restricted & Unrestricted:		<u>\$ 564,718</u>

**The district ended July 2023 with the following amounts affecting our financial status:**

	Jul-2023	Year to Date
Sales & Business Revenue:	\$ 168,705	\$ 168,705
Total Operating Expenses:	\$ (160,545)	\$ (160,545)
Non-Operating Income/Expense:	\$ (17,315)	\$ (17,315)
Water Drought Income/Expense:	\$ (1,731)	\$ (1,731)
Change in Net Assets (P&L):	\$ (10,886)	\$ (10,886)
Net Cash Flow:	\$ 10,068	\$ 10,068



**Accounts Receivable:**

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue
Current	\$ 46,034	\$ 176,094	\$ 193	\$ 149,470
> 30 Days	\$ -	\$ -	\$ -	\$ -
> 60 Days	\$ 15,216	\$ -	\$ -	\$ -
> 90 Days	\$ 11,289	\$ -	\$ -	\$ -
> 120 Days	\$ 34,760	\$ -	\$ 35,241	\$ -
Credits	\$ (29,403)			
<b>Total</b>	<b>\$ 77,897</b>	<b>\$ 176,094</b>	<b>\$ 35,434</b>	<b>\$ 149,470</b>
Total Combined	\$ 403,461		\$ 35,434	
G/L Balance	\$ 403,461		\$ 35,434	
Difference	\$ -		\$ -	

\* Amount of availability payments received: \$0

\* Amount of availability payments outstanding: \$176,094

**Accounts Payables:**

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 58,360	\$ -	\$ 13,244
> 30 Days	\$ -	\$ -	\$ 12,487
> 60 Days	\$ -	\$ -	\$ 12,798
> 90 Days	\$ -	\$ -	\$ 26,129
Credits	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 58,360</b>	<b>\$ -</b>	<b>\$ 64,658</b>
G/L Balance	\$ 58,360	\$ -	\$ 64,658
Difference	\$0	\$0	\$0

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

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Name	Title	Date
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**Statement of Revenues and Expenses (P&L)**  
**July 2023 & Year-To-Date Versus 6/30/24 Approved Budget**

		Jul-23	July vs Budget %	2023-2024 YTD	YTD vs Budget %	2023-2024 Budget	Remaining Budget
<b>Revenue</b>							
01-0-3010-301	Meter Reconnection Fee		0.00%		0.00%	100	100
01-0-3010-302	Donated Capital - Meters Curre		0.00%		0.00%	65,000	65,000
01-0-4010-400	Water Sales Residential	57,209	12.86%	57,209	12.86%	445,000	387,791
01-0-4010-402	Water Availability Revenue	14,675	7.93%	14,675	7.93%	185,000	170,326
01-0-4010-403	Water Service Charges	92,398	8.06%	92,398	8.06%	1,147,000	1,054,602
01-0-4020-410	Interest Income - LAIF	1,401	45.19%	1,401	45.19%	3,100	1,699
01-0-4020-413	Int Inc Penalties - Customer	3,105	9.86%	3,105	9.86%	31,500	28,395
01-0-4020-414	Transfer Fee Income	300	4.00%	300	4.00%	7,500	7,200
01-0-4020-415	Other Income	60	1.09%	60	1.09%	5,500	5,440
01-0-4020-416	Meter Set Fee	-	0.00%	-	0.00%	6,500	6,500
01-0-4020-900	Hydrant Service Charge	46	11.50%	46	11.50%	400	354
01-0-4020-901	Hydrant Rental	80	10.67%	80	10.67%	750	670
01-0-4020-902	Hydrant Consumption	67	8.91%	67	8.91%	750	683
01-0-4020-999	Avail Fee Income	3,930	163.75%	3,930	163.75%	2,400	(1,530)
01-0-4040-100	Lease Fee	3,800	4.91%	3,800	4.91%	77,467	73,667
<b>TOTAL REVENUE</b>		<b>177,071</b>	<b>8.95%</b>	<b>177,071</b>	<b>8.95%</b>	<b>1,977,967</b>	<b>1,800,896</b>
<b>Expenses</b>							
01-1-5010-100	Regular Pay - Plant	17,297	6.43%	17,297	6.43%	269,000	251,703
01-1-5010-101	Overtime Pay	2,872	11.49%	2,872	11.49%	25,000	22,128
01-1-5010-102	Sick Pay	1,370	17.01%	1,370	17.01%	8,056	6,686
01-1-5010-104	Vacation Pay	1,526	13.09%	1,526	13.09%	11,660	10,134
01-1-5010-105	Holiday Pay	856	7.52%	856	7.52%	11,388	10,532
01-1-5010-200	PERS	1,899	7.30%	1,899	7.30%	26,000	24,101
01-1-5010-201	FICA/Medicare	1,781	7.12%	1,781	7.12%	25,000	23,219
01-1-5010-202	SUI	-	0.00%	-	0.00%	1,200	1,200
01-1-5010-203	Health Insurance	4,208	6.96%	4,208	6.96%	60,500	56,292
01-1-5010-204	Workers Compensation	549	3.92%	549	3.92%	14,000	13,451
01-1-5010-206	Dental Insurance	315	6.85%	315	6.85%	4,600	4,285
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	2,500	2,500
01-1-5020-510	Repair & Maintenance - Plant	1,719	8.60%	1,719	8.60%	20,000	18,281
01-1-5020-511	Repair & Maintenance - Vehicle	-	0.00%	-	0.00%	10,000	10,000
01-1-5020-512	Repair & Maintenance - Distribution	2,956	9.85%	2,956	9.85%	30,000	27,044
01-1-5020-515	R&M Transmission - Intake	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5020-517	R&M Transmission - Well #2	-	#DIV/0!	-	#DIV/0!	-	-
01-1-5020-520	Small Tools & Equipment	156	2.40%	156	2.40%	6,500	6,344
01-1-5020-521	Vehicle Equipment Fuel	1,308	8.44%	1,308	8.44%	15,500	14,192
01-1-5020-522	Gas, Oil & Lubricant - Plant	191	5.16%	191	5.16%	3,700	3,509
01-1-5020-524	Health & Safety	77	1.28%	77	1.28%	6,000	5,923
01-1-5020-529	Telephone - T & D	1,550	11.93%	1,550	11.93%	13,000	11,450
01-1-5020-544	Water Testing Fees	610	4.52%	610	4.52%	13,500	12,890
01-1-5020-545	Water System Fees	-	0.00%	-	0.00%	13,700	13,700
01-1-5020-548	Water Testing Materials	-	0.00%	-	0.00%	2,750	2,750
01-1-5021-521	Water Treatment Chemicals	19,855	34.83%	19,855	34.83%	57,000	37,145
01-1-5021-524	P G & E Power - Office	508	11.54%	508	11.54%	4,400	3,892
01-1-5021-525	P G & E Power - Intake	14,341	11.16%	14,341	11.16%	128,500	114,159
01-1-5021-526	P G & E Power - Well	1,818	40.39%	1,818	40.39%	4,500	2,682
01-1-5021-527	P G & E Power - Water Treatment	5,141	12.54%	5,141	12.54%	41,000	35,859
01-1-5021-528	P G & E Power - Distribution	6,723	13.45%	6,723	13.45%	50,000	43,277
01-1-5021-529	P G & E Power - Well 2	77	6.41%	77	6.41%	1,200	1,123
01-1-5021-530	P G & E Power - Medina	1,257	27.93%	1,257	27.93%	4,500	3,243
01-1-5021-532	P G & E Power - Well 5/6	1,257	27.93%	1,257	27.93%	4,500	3,243
01-1-5021-561	Purchased Water Actual-mid-p	13,244	12.73%	13,244	12.73%	104,000	90,756
01-1-5023-533	Outside Services	308	4.74%	308	4.74%	6,500	6,192
01-1-5023-535	Fire Protection/Weed Control	-	0.00%	-	0.00%	250	250
01-1-5023-537	Pest Control	-	0.00%	-	0.00%	5,500	5,500
01-1-5023-538	Engineering Services	-	0.00%	-	0.00%	3,500	3,500
01-1-5023-539	Employee Education	-	0.00%	-	0.00%	2,700	2,700
01-1-5024-540	Memberships	-	0.00%	-	0.00%	1,500	1,500
01-1-5024-542	Publications	-	0.00%	-	0.00%	500	500
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	-	0.00%	1,000	1,000
01-1-5032-583	Depreciation Expense	22,615	8.97%	22,615	8.97%	252,000	229,385

		Jul-23	July vs Budget %	2023-2024 YTD	YTD vs Budget %	2023-2024 Budget	Remaining Budget
01-2-6010-100	Regular Pay - Administration	22,499	7.95%	22,499	7.95%	283,000	260,501
01-2-6010-101	Overtime Pay	213	7.90%	213	7.90%	2,700	2,487
01-2-6010-102	Sick Pay	3,260	45.27%	3,260	45.27%	7,200	3,940
01-2-6010-104	Vacation Pay	2,998	34.06%	2,998	34.06%	8,800	5,803
01-2-6010-105	Holiday Pay	455	8.27%	455	8.27%	5,500	5,045
01-2-6010-200	PERS	2,398	11.70%	2,398	11.70%	20,500	18,102
01-2-6010-201	FICA/Medicare	1,890	9.69%	1,890	9.69%	19,500	17,610
01-2-6010-202	SUI	-	0.00%	-	0.00%	1,250	1,250
01-2-6010-203	Health Insurance	3,918	8.34%	3,918	8.34%	47,000	43,082
01-2-6010-204	Workers Compensation	54	4.18%	54	4.18%	1,300	1,246
01-2-6010-206	Dental Insurance	319	8.17%	319	8.17%	3,900	3,581
01-2-6010-207	Vision Care	-	0.00%	-	0.00%	722	722
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	2,600	2,600
01-2-6020-512	Propane	-	0.00%	-	0.00%	1,200	1,200
01-2-6020-515	Customer Billing Supplies	1,700	48.56%	1,700	48.56%	3,500	1,800
01-2-6020-529	Telephone - Admin	2,188	16.21%	2,188	16.21%	13,500	11,312
01-2-6020-530	Office Supplies	439	11.86%	439	11.86%	3,700	3,261
01-2-6020-531	Postage	663	6.98%	663	6.98%	9,500	8,837
01-2-6023-531	Computer IT	2,297	8.35%	2,297	8.35%	27,500	25,203
01-2-6023-532	R & M Equipment		#DIV/0!		#DIV/0!	-	-
01-2-6023-533	Outside Services	2,500	9.26%	2,500	9.26%	27,000	24,500
01-2-6023-535	Office Cleaning Serv	180	8.57%	180	8.57%	2,100	1,920
01-2-6023-536	Legal Services	1,652	23.60%	1,652	23.60%	7,000	5,348
01-2-6023-537	Audit Services	-	0.00%	-	0.00%	9,000	9,000
01-2-6023-539	Employee Education	-	0.00%	-	0.00%	2,700	2,700
01-2-6024-540	Memberships	1,418	16.49%	1,418	16.49%	8,600	7,182
01-2-6024-542	Publications	205	25.67%	205	25.67%	800	595
01-2-6024-543	Licenses, Permits & Cert.	-	0.00%	-	0.00%	800	800
01-2-6024-999	County Avail Fee	-	0.00%	-	0.00%	2,000	2,000
01-3-6025-100	Regular Pay	1,700	28.33%	1,700	28.33%	6,000	4,300
01-3-6025-201	FICA/Medicare	130	18.58%	130	18.58%	700	570
01-9-6030-546	Travel, Meetings & Mileage	117	4.32%	117	4.32%	2,700	2,583
01-9-6030-569	Credit Card Service Charges	1,083	9.85%	1,083	9.85%	11,000	9,917
01-9-6030-570	Bank Service charges	503		503			
01-9-6030-572	Business Insurance Expense	-	0.00%	-	0.00%	97,000	97,000
01-9-6030-576	Misc Other Expense	274	47.31%	274	47.31%	580	306
01-9-6030-577	Retired Employee Health	1,214	7.99%	1,214	7.99%	15,200	13,986
01-9-6031-580	Interest Long Term Debt	1,560	6.12%	1,560	6.12%	25,500	23,940
01-9-6032-583	Depreciation Expense	18	8.88%	18	8.88%	200	182
<b>TOTAL EXPENSES</b>		<b>186,226</b>	<b>9.56%</b>	<b>186,226</b>	<b>9.56%</b>	<b>1,948,356</b>	<b>1,762,130</b>
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>							
01-9-6030-597	DWSRF Expenses		#DIV/0!		#DIV/0!		
01-9-6030-598	DWR Intake	1,731	2.04%	1,731	2.04%	85,000	
<b>TOTAL CIP IN PROGRESS</b>		<b>1,731</b>	<b>2.04%</b>	<b>1,731</b>	<b>2.04%</b>	<b>85,000</b>	<b>83,269</b>
<b>NEW CAPITAL PURCHASES / IMPROVEMENTS</b>							
01-0-1090-216	Auto Meter Read/Replace		0.00%		0.00%	7,500	7,500
01-0-1090-321	Filter Tank Inspection Cleaning		0.00%		0.00%	95,000	95,000
01-0-1090-322	Flushing/Valve Program	120	2.00%	120	2.00%	6,000	5,880
01-0-1090-327	1999 GMC Dump Truck Rest.		0.00%		0.00%	4,500	4,500
01-0-1090-328	2022 SCADA Master Plan		0.00%		0.00%	16,000	16,000
01-0-1090-329	2022 Pressure Regulating Station	4,712	52.35%	4,712	52.35%	9,000	4,288
TBD	2000 CAT Backhoe Restoration		0.00%		0.00%	14,500	14,500
TBD	LDPCSD Technology Upgrades		0.00%		0.00%	22,000	22,000
TBD	Central Station Control Valves		0.00%		0.00%	35,000	35,000
TBD	IM4000 Digital Copier System		0.00%		0.00%	9,000	9,000
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>		<b>4,832</b>	<b>2.21%</b>	<b>4,832</b>	<b>2.21%</b>	<b>218,500</b>	<b>213,668</b>

<b>LDPCSD Financials</b>		<b>Statement of Net Assets (Balance Sheet)</b>	
		<b>for the month ending July 2023</b>	
<b>Asset :</b>			
Cash and investments		\$	564,718
Restricted cash		\$	-
Accts Receivable net of res		\$	294,892
Water Drought Receivable		\$	-
Inventory		\$	69,932
Prpd expense & deposits		\$	21,438
Deferred Outflow of Resources - OPEB		\$	209,186
Deferred Outflow of Resources - Pension		\$	243,673
	Total current assets	\$	1,403,839
Property, plant & equipment		\$	13,752,699
less depreciation		\$	(8,267,615)
C I P		\$	529,732
	Net P P & E	\$	6,014,816
Other L T Assets			
	Total Assets	\$	7,418,655
<b>Liabilites:</b>			
Accounts payable		\$	58,360
Interest payable		\$	7,020
Water Accrual		\$	64,658
Accrued Payroll		\$	124,965
A/P Accrued Payables		\$	2,682
L T debt, current		\$	101,528
	Total current liab	\$	359,213
L T debt			
Post Retirment Benefit		\$	1,803,182
Net Pension Liability		\$	408,072
Deferred Inflow of Resources - OPEB		\$	33,243
Deferred Inflow of Resources - Pension		\$	431,141
Muni Loan		\$	378,168
less current above		\$	(101,528)
	Total Liabilites	\$	3,311,492
Net assets		\$	4,107,163
	Total liab & net ass't	\$	7,418,655

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
570	000076	USPS	07/03/2023	663.18
845	000304	HRM Consulting Inc	07/03/2023	1,391.00
846	000067	GENERAL PLUMBING SUPPLY CO., I	07/03/2023	2,012.67
847	000118	D & D PEST CONTROL *	07/03/2023	38.00
849	000196	AQUA SIERRA CONTROLS, INC	07/03/2023	1,640.00
850	0000129	PRECISION ENVIRO-TECH	07/03/2023	200.00
851	000383	BUSINESS CARD	07/03/2023	340.80
852	000383	BUSINESS CARD	07/03/2023	559.66
853	000383	BUSINESS CARD	07/03/2023	674.42
854	000383	BUSINESS CARD	07/03/2023	491.38
855	000383	BUSINESS CARD	07/03/2023	477.64
856	UB*10953	MR/MRS KURT KRAEMER	07/03/2023	111.35
857	UB*10954	MR/MRS SAMUEL PLEDGER	07/03/2023	232.86
858	UB*10955	THOMAS NELSON	07/03/2023	297.70
859	000550	LUIS'S HOUSEKEEPING / YARDS	07/10/2023	180.00
860	000121	UNION DEMOCRAT*	07/10/2023	228.63
861	000105	PACIFIC GAS & ELECTRIC	07/10/2023	25,290.71
862	000203	GRISWOLD, LaSALLE, COBB, DOWD	07/10/2023	2,379.00
863	000263	Brenntag	07/10/2023	1,398.88
865	000165	ACWA/JPIA	07/10/2023	9,340.22
866	0002321	STREAMLINE	07/10/2023	249.00
867	000585	MO CAL OFFICE SOLUTIONS	07/10/2023	236.24
868	0000129	PRECISION ENVIRO-TECH	07/15/2023	410.00
869	000321	MCMASTER - CARR *	07/15/2023	720.05
870	0000103	CENTRAL VALLEY GPS	07/15/2023	83.85
871	00071	Mother Lode Answering Service	07/15/2023	498.00
872	0007349	Recology Mariposa	07/15/2023	308.08
873	702	Warmerdam CPA Group	07/15/2023	2,500.00
874	000059	MARIPOSA GAZETTE	07/15/2023	205.35
875	000105	PACIFIC GAS & ELECTRIC	07/15/2023	2,513.31
876	000105	PACIFIC GAS & ELECTRIC	07/15/2023	76.91
877	660108	VERIZON WIRELESS	07/24/2023	390.63
878	0000605	Black Water Consulting Engineers Inc	07/24/2023	1,731.00
879	0001157	Sierra Instant Printing	07/24/2023	1,699.76
880	000095	UNDERGROUND SERVICE ALERT	07/24/2023	802.69
881	000136	AT&T	07/24/2023	2,955.16
882	000067	GENERAL PLUMBING SUPPLY CO., I	07/24/2023	18.83
883	0000129	PRECISION ENVIRO-TECH	07/24/2023	200.00
884	000263	Brenntag	07/24/2023	647.89
885	0009924	PATRICK MCGOWAN	07/24/2023	58.28
886	000383	BUSINESS CARD	07/24/2023	215.22
887	000383	BUSINESS CARD	07/24/2023	56.40
888	000383	BUSINESS CARD	07/24/2023	253.69
889	000383	BUSINESS CARD	07/24/2023	674.00
890	000383	BUSINESS CARD	07/24/2023	916.59
891	0006293	WEX Bank	07/24/2023	1,308.08
892	0005999	EFFICIENT ENERGY	07/24/2023	435.00

**Report Total: 68,112.11**

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

**DIRECTORS**  
Dan Hankemeier, President  
Emery Ross, Vice President  
Dan Johnson  
Russell Warren  
Mary Smith

## Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
*July 17, 2023 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  
Vice President Ross called the meeting to order at 1:00 p.m.  
Directors present: Ross, Johnson, Warren, and Smith  
Director absent: Hankemeier  
Also present: GM P. McGowan  
Also present: Board Secretary: S. Marchesiello
2. **PUBLIC COMMENT:**  
*The Board of Directors received no public comments*
3. **PRESENTATION ONLY:**
  - a. Presiding Officer's Report:  
*None given at this time*
  - b. General Manager's Report:
    - Grant / Study Updates
    - Current District Projects
    - Operations Updates
    - Administrative Updates*Presented by GM P. McGowan*
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 30, 2023 including summary of claims paid
  - b. Approval of the Minutes of the following meetings:
    - ♦ Regular Meeting of June 19, 2023
    - ♦ Finance Committee Meeting of July 5, 2023
    - ♦ Special Meeting of July 5, 2023
    - ♦ Special Meeting of July 13, 2023

**Motion: To approve the consent calendar with corrections**  
**Votes: Carried 4-0**  
**First: Johnson                      **Second: Warren**  
**Ayes: Johnson, Warren, Ross, and Smith**  
**Absent: Hankemeier****
5. **Public Hearing:**  
**Conduct Public Hearing Regarding the Adoption of the FY 2023-2024 Final Budget**
  - a. Discussion / Adoption of Resolution 2023-xxxx Approving the LDPCSD 2023-24 Final Budget

**Motion: To approve the Resolution adopting the LDPCSD 2023-24 Final Budget**

**Votes: Carried 3-1**

**First: Smith                      Second: Warren**

**Ayes: Ross, Warren, and Smith**

**Abstain: Johnson**

**Absent: Hankemeier**

**6. DISCUSSION AND ACTION ITEMS:**

- a. Discussion / Information only regarding the LDPCSD 2023 Maintenance Plan 3 (three) month Update

***No action taken- Information only***

- b. Discussion / Information only regarding LDPCSD Technology Upgrade information from Aventa Technology

***No action taken- Information only***

- c. Discussion / Information only regarding the Raw Water Tank Cleaning Inspection Report from Inland Potable Services

***No action taken- Information only***

- d. Discussion / Information only request from Director Johnson regarding Spreadsheet of all Expenses Associated with the August Incident of 2022

***No action taken- Information only***

- e. Discussion / Approval request from Director Warren regarding Reimbursement for Application Fees to Consultant Dan Modisette for PG&E NEM 2 for Future LDPCSD Solar and Potential Community Solar

**Motion: To approve a reimbursement check in the amount of \$435. to Dan Modisette for PG&E NEM 2 application fees**

**Votes: Carried 3-1**

**First: Johnson                      Second: Smith**

**Ayes: Johnson, Smith, Warren**

**Nays: Ross**

**Absent: Hankemeier**

- f. Discussion / Action regarding SDRMA Upcoming Candidate Election

**No action taken**

**Close Open Meeting: 2:14 p.m.**

**Reconvene: 2:26 p.m.**

**7. CLOSED SESSION**

- a. CLOSED SESSION:

Government Code 54957(b)(1)

PUBLIC EMPLOYMENT-EMPLOYEE EVALUATION

Position: Lead Operator

**Report Out: On July 5 2023 there was a closed session and a portion of the report out was not given. To correct the report the board will read that report out (vote that was taken in closed session) now.**

**Motion: To follow HRM (Human Resource Management) consultant's recommendation regarding an employee an employee evaluation process**



**Votes: Carried 5-0**

**First: Johnson**                      **Second: Ross**

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

**Nays:**

**8. ADJOURNMENT: 2:28 p.m.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary

## Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
**July 24, 2023 at 10:00 a.m.**

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

The Board of Directors of the Lake Don Pedro Community Services District held a special meeting at 9751 Merced Falls Rd., La Grange, CA 95329  
Vice President Ross called the meeting to order at 10:00 a.m.  
Directors present: Ross, Johnson, Warren, and Smith  
Director absent: Hankemeier  
Also present: GM P. McGowan  
Also present: Board Secretary: S. Marchesiello

**2. DISCUSSION AND ACTION ITEMS:**

- a. Discussion / Approval of a Resolution regarding LDPCSD Water Filter Surveillance and Anthracite replacement

**Motion: To approve the resolution approving LDPCSD to move forward in replacing all the media in both filters**

**Votes: Carried 3-1**

**First: Johnson            Second: Smith**

**Ayes: Johnson, Smith, and Ross**

**Nays: Warren**

**Absent: Hankemeier**

- b. Discussion / Action regarding the General Manager Succession Planning consisting of, but not limited to the following:

- ♦Resignation of the GM
- ♦Effective date of Resignation
- ♦Potential salary or salary range of new potential GM
- ♦Consider whether the GM position is a Part-time or Full Time Position
- ♦Qualifications of a new potential GM
- ♦Consider whether to Schedule Interview(s) of Candidate (s)

**Motion: To interview Mr. Dave Savidge on August 3, 2023 or a day that is available for everyone, direction to GM P. McGowan to research the proper places to advertise for the GM position using the current salary chart that will be updated with a 5% (five percent) COLA (Cost of Living Adjustment), and direct GM P. McGowan to remove the on-call requirement for this job posting.**

**Votes: Carried 4-0**

**First: Johnson            Second: Smith**

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

**Absent: Hankemeier**

c. Request from Director Ross - Correspondence – Information only regarding an email to the Board Secretary from Legal Counsel

**No action taken – Information only**

**3. ADJOURNMENT:** 12:14 p.m.

Respectfully submitted by,

S. Marchesiello  
Board Secretary

## Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
**August 3, 2023 at 10:00 a.m.**

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

The Board of Directors of the Lake Don Pedro Community Services District held a special meeting at 9751 Merced Falls Rd., La Grange, CA 95329  
Vice President Ross called the meeting to order at 10:00 a.m.  
Directors present: Ross, Johnson, Warren, and Smith  
Director absent: Hankemeier  
Also present: GM P. McGowan  
Also present: Board Secretary: S. Marchesiello

Close Open Session: 10.03 a.m.  
Reconvene Open session: 1:13 p.m.

**2. CLOSED SESSION:**

a. CLOSED SESSION  
Government Code 54957(b)(1)  
PUBLIC EMPLOYMENT  
Position: General Manager

**REPORT OUT: A motion and consensus was taken in closed session and the report outs were as follows:**

**Motion: The motion is to offer Dave Savidge a second (2<sup>nd</sup>) interview**

**Votes: Carried 3-1**

**First: Johnson                      Second: Smith**

**Ayes: Johnson, Smith, and Warren**

**Nays: Ross**

**Absent: Hankemeier**

**Consensus of the Board of Directors – To direct the Board Secretary to secure the availability of all participants for the Dave Savidge (2<sup>nd</sup>) second interview**

**3. DISCUSSION AND ACTION ITEMS:**

a. Discussion / Approval regarding Changing the time of the August 21, 2023 Regular Board Meeting

**Motion: To approve changing the time of the August 21, 2023 from 1:00 p.m. to 10:00 a.m.**

**Votes: Carried 4-0**

**First: Johnson                      Second: Smith**

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

**4. ADJOURNMENT: 1:16 p.m.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary

## Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
**August 17, 2023 at 10:00 a.m.**

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

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

Vice President Ross called the meeting to order at 10:03 a.m.

Directors present: Ross, Johnson, Warren, and Smith

Director absent: Hankemeier

Also present: GM P. McGowan

Also present: Board Secretary: S. Marchesiello

**2. DISCUSSION AND ACTION ITEMS:**

**a.** Discussion / Action regarding the Receipt/Review of an Application for the General Manager Position and Determine Whether to Interview the Candidate

**Motion: The motion to accept the candidate (Randy Gilgo's) resume**

**Votes: Carried 4-0**

**First: Johnson                      Second: Smith**

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

**Absent: Hankemeier**

**Motion: The motion to interview the potential candidate (Randy Gilgo) on August 18, 2023 at 2:30 p.m.**

**Votes: Carried 4-0**

**First: Johnson                      Second: Warren**

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

**Absent: Hankemeier**

**3. ADJOURNMENT: 10:09 a.m.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary

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

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 21<sup>st</sup> of August 2023, by and between Lake Don Pedro Community Services District hereinafter referred to as “Client” and Trico Engineering Contractors, hereinafter referred to as “Consultant”.

### RECITALS

WHEREAS, Client desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of Client; and

NOW, THEREFORE, Client and Consultant agree as follows:

1. **Scope of Work.** Client engages the services of Consultant as an independent contractor to perform the work and render professional, as needed management consulting services in special district administration. The Work is generally described as follows: specialized management consulting during transmission in management and in the completion of existing projects

Consultant shall (a) provide advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field. Consultant will not engage in business M-F from 7am to 5pm

2. **Payment.** In exchange for the Work, Client shall pay to Consultant a fee based on [*select one*]:

X Consultant’s actual time and material necessarily and actually expended on the Work in accordance with Consultant’s hourly billing rate of \$110 per hour.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work unless sooner terminated as provided below.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party.

D. In the event of such abandonment, postponement or default by Client, Client shall pay Consultant for all services performed and all expenses incurred in performance of this

Agreement. The total amount paid to Consultant shall be in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Consultant bear to the total services necessary for the full performance of the Work. Services actually rendered hereunder up to the date of such termination of this Agreement, include both completed services and services in the process of completion.

E. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, Client may suspend payment until such time as the default is remedied by Consultant.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of the Consultant. By this Agreement, Consultant transfers the right, title and interest in such documents to Client only for the purposes specifically stated herein. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to Client, including the exclusive copyright, but only to the extent necessary to fulfill the objectives and purposes stated in this Agreement. Draft, Proprietary or Trademark Documents prepared by Consultant under this Agreement shall not be provided by Client to any other person or entity without Consultant's prior written approval.

6. **Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the Client's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the Client.

7. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>
Commercial Public Liability	\$1,000,000 per occurrence
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations	\$2,000,000
Medical Payments	\$5,000



B. Other Requirements. Said insurance shall also specifically cover the contractual liability of Consultant. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self-insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all evidence substantiating coverage of Client and its agents and employees. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by Client.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after Client shall receive notification of such cancellation or reduction.

9. **Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of Client. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. Client shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and Client shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from Client should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of Client. Consultant hereby agrees to defend and hold Client harmless from any and all claims that may be made against Client based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between Client and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. **Entire Agreement.** This writing and the documents incorporated herein by reference, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each

party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

11. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of Client.

12. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Client to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Client: \_\_\_\_\_

Consultant: \_\_\_\_\_

Any party may change its address by notifying the other party of the change in the manner provided above.

16. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in a litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing for all attorneys fees incurred in good faith.

**CLIENT**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

---

Title

**CONSULTANT**

By: \_\_\_\_\_

---

Name

---

Title

**RESOLUTION 2023 – xx**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN AGREEMENT WITH TRICO ENGINEERING CONTRACTORS GENERAL A #1043110, FOR MANAGEMENT CONSULTING SERVICES REALATED TO THE DISTRICT’S MANAGEMENT TRANSITION

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

**WHEREAS**; the District is transitioning to a new General Manager and has the need of the Services of Consultant during the transition period; and

**WHEREAS**; the District desires to retain Consultant to render specialized management consulting services; and

**WHEREAS**; such services shall include consulting on completion of projects in progress as of the date of the agreement; and

**WHEREAS**, the agreement accepted by the Board of Directors and signed by Trico Engineering Contractor’s Consultant is attached hereto as Exhibit A

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECORS OF THE LAKE DON PEDRO COMMUNITY SERIVES DISTRICT that the agreement with Trico Engineering Contractor’s Consultant included herein as Exhibit A, shall be approved and effective immediately with the fee structure of one hundred ten (\$110.00) dollars per hour

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on August 21<sup>st</sup> 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

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

\_\_\_\_\_  
Dan Hankemeier, President, Board of Directors

**CERTIFICATE OF SECRETARY**

STATE OF CALIFORNIA )  
 )  
COUNTY OF MARIPOSA )

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Lake Don Pedro Community Services District, duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95329, on August 21<sup>st</sup>, 2023

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Syndie Marchesiello, Secretary



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: GRANT PROJECT UPDATES**

### **Description –**

Black Water Engineering assists with our current, and future grant opportunities.

[Jeff@blackwater-eng.com](mailto:Jeff@blackwater-eng.com) President

[Stacy@blackwater-eng.com](mailto:Stacy@blackwater-eng.com) Office Manager/Billing

[Jesse@blackwater-eng.com](mailto:Jesse@blackwater-eng.com) Senior Engineer/Point of contact

### **DWSRF Treatment Plant Modernization Planning Project** **Project Manager Jessica Krebs DWR**

LDPCSD initially applied for funding through the DWSRF in 2015. The original scope of work for this grant application consisted of: A new deep water intake at Barrett Cove, test Well holes, and a new Treatment Plant. The scope of work has been recently modified and the deep water intake at Barrett Cove has been removed due to another funding source established. This planning project will focus exclusively on the vital need for an **upgraded Treatment Plant & potential ground water well procurements**. We are awaiting reimbursement in the amount of \$36,000 for costs incurred thus far in planning.

### **DWR Intake Upgrade Small Community Drought Relief Program** **Project Manager Josh Bannister DWR**

*“Due to this winter’s heavy snowfall and continued atmospheric river rain events, we at DWR are on high alert for this next incoming storm which could trigger rapid snowmelt and heavy flooding. I know this project was anticipating construction during a low winter WSE at Lake McClure. With the abrupt change in precipitation this year, please continue to document that situation as it relates to cost or schedule changes so we can best support funding its completion. Especially once it’s bid for construction.*”

*Thanks for your continued patience,”*

Our **Barrett Cove Intake Upgrade** received approval of the funding agreement on 12/2/2021 with the State for \$3,600,000. All permitting, application fee's, planning, and environmental reviews have been performed. The District is awaiting three submitted reimbursements in the amount of \$95,640.08, which have been processed by the State Controller. The District reviewed and selected four qualified contractors to participate in the design build of our Intake Upgrade. The Request for Proposal's (RFPS) were finalized and then reviewed by District legal counsel. The RFP'S were sent out the evening of 6/2/2023. Interviews with perspective contractors were the week of 6/26/2023. These meetings enabled myself, District Engineer and contractors the ability to freely discuss our goals & objectives for this vital system upgrade. The selected contractors requested extensions due to delays in estimate numbers associated with third party contractors. Two proposals have been received. Negotiations and then subsequent approval will take place in August, and if all goes to plan the contractor selection/notice to proceed is scheduled for September 2023. Once proposals are received, LDPCSD administration along with Black water Engineering will review and present our recommendations to LDPCSD Board of Directors. LDPCSD submitted all pertinent documentation for costs incurred thus far.

### **USDA Raw Water Main Replacement Project** **Project Manager Sara Brookes**

In 2020 soon after my arrival in the District I began searching for funding to upgrade our antiquated **Barrett Cove Intake system**. I began with United States Department of agriculture that was offering highly competitive low interest loans. In addition to a low interest loan, pending project size & scope some of the funding may be granted to our District as well. In order to apply for this loan opportunity our District had an initial Preliminary engineering Report completed. In December of 2022 LDPCSD secured funding from the Department of Water Resources for our **Barrett Cove Intake Upgrade**.

In May of 2022 with our USDA loan application now submitted I decided to reach out to our previous project manager Antonio Ybarra and see if we could transfer our need to the Districts aging **Raw Water Main**. The District submitted an application, scope of work, and cost estimate for new Raw Water Main on 6-12-22. It was requested that the District perform an additional Preliminary Engineering Report due to change in scope of work. Successful negotiations with the USDA, led to senior engineer Robert Nielsen performing the secondary PER. The cost associated with a PER ranges from \$50-100k. New Project Manager Sara Brookes has requested updated financial records from our District. I provided these documents on 5/19/23. There has been no significant expenses incurred thus far.

On June 29<sup>th</sup>, 2023 the items below were requested:

- Current project engineer contact information
- Capital improvement plan (at least five years)
- Please verify the \$1.5M loan incurred in 2006 is the only long-term debt for the district
- Projected revenue and expenses for Year One after project completion

I provided all requested items.

<b>Recipient Name and Address:</b> Lake Don Pedro Community Services District Merced Falls Road Grange, CA 95329	<b>Agreement Number:</b> 4600014600 <b>Expiration Date:</b> 9/30/2024
9751 La	

<b>Date of Invoice:</b> 8/9/2023
<b>Period Covered by this Invoice:</b> <b>From:</b> 5/1/2023 <b>To:</b> 7/31/2023

<b>Invoice #:</b> 6088 6160 6227
<b>Retention Amount:</b> \$11,534

	Budgeted Amounts	Amount Billed this Invoice	10% Retention Withheld from Grant Share Payment	Net Amount to Be Paid by DWR this Invoice	Total Billed in Previous Invoices	Total Billed To Date	Total Retention Withheld to Date
<i>Task 1 - Project Administration</i>	\$200,071.00	\$5,410.50	\$541.05	\$4,869.45	\$19,039.88	\$24,450.38	\$2,445.04
<i>Task 2 - Design and Construction Documents</i>	\$271,330.00	\$14,292.00	\$1,429.20	\$12,862.80	\$57,600.20	\$71,892.20	\$7,189.22
<i>Task 3 - CEQA Documentation, Permits and Agreements</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$19,000.00	\$19,000.00	\$1,900.00
<i>Task 4 - Project Bidding</i>	\$27,133.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Task 5 - Construction</i>	\$3,147,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>	<b>\$3,665,962.00</b>	<b>\$19,702.50</b>	<b>\$1,970.25</b>	<b>\$17,732.25</b>	<b>\$95,640.08</b>	<b>\$115,342.58</b>	<b>\$11,534.26</b>

Signature of Agency's Authorized Representative:	Date:
Printed Name of Agency's Authorized Representative: <b>Patrick McGowan</b>	Title: <b>General Manager</b>

By signing this form I certify under penalty of law, that the information provided is correct and accurate to the best of my knowledge, represents the work performed as outlined under this grant agreement during the period of this invoice, and that the reimbursement requested has not been nor will be submitted for payment as part of any other invoice for this project.

**FOR DEPARTMENT OF WATER RESOURCES USE ONLY**

Approved by DWR Project Manager (Print Name): <b>Josh Bannister</b>	Approved by DWR Program Manager (Print Name): <b>Steve Doe</b>
Title: <b>Water Resources Engineer</b>	Title: <b>Supervising Engineer</b> Date:
Signed: Date:	Signed:
I am verifying that the supporting documentation has been reviewed, is satisfactory, and is available upon request.  DWR PM Initials _____	Project Manager Comments:
Purchase Order:	Requisition No.:
	AGPA Comments:
	Remaining Budget Amount: <b>\$3,550,619.42</b>
	<b>NET AMOUNT TO BE PAID BY DWR THIS INVOICE: \$17,732.25</b>



**DEPARTMENT OF WATER RESOURCES STATE REVOLVING FUND  
TREATMENT PLANT MODERNIZATION  
BUDGET AND EXPENDITURE SUMMARY**

**PROJECT NUMBER :** \_\_\_\_\_  
**DWR AGREEMENT NUMBER :** \_\_\_\_\_  
**RECIPIENT AGENCY :** Lake Don Pedro CSD  
**AGENCY ADDRESS :** 9751 Merced Falls Road, La Grange, CA 95329

**DISBURSEMENT REQUEST NUMBER:** \_\_\_\_\_ **DATE:** 8/17/2023  
**AUTHORIZED REPRESENTATIVE:** Patrick McGowan  
**AUTHORIZED REPRESENTATIVE TITLE:** General Manager

(A) ITEM NO.	(B) ITEM DESCRIPTION	(C) BUDGET AMOUNT	(D) ADJUSTMENT	(E) ADJUSTED BUDGET	(F) TOTAL WORK COMPLETED TO DATE (%)	(G) TOTAL COSTS INCURRED TO DATE	(H) COSTS CLAIMED FOR PAY'T TO DATE	(I) AMOUNT PAID TO DATE	(J) TOTAL PRIOR CLAIM REDUCTION (INELIGIBLE COSTS)	(K) PAYMENT REQUEST	(L) REMAINING BUDGET AMOUNT
1	Planning, Engineering, and Environmental		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Construction		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Construction Management, Inspection, and Project Closeout		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Contingency		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Supplier's Cost	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	<b>TOTAL BUDGET</b>		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

[Jessica.Krebs@Waterboards.ca.gov](mailto:Jessica.Krebs@Waterboards.ca.gov)  
 Jessica Krebs  
 Project Manager  
 SWRCB- Division of Financial Assistance

USDA  
**RAW WATER MAIN REPLACEMENT**  
**BUDGET AND EXPENDITURE SUMMARY**

PROJECT NUMBER : \_\_\_\_\_  
 USDA AGREEMENT NUMBER : \_\_\_\_\_  
 RECIPIENT AGENCY : Lake Don Pedro CSD  
 AGENCY ADDRESS : 9751 Merced Falls Road, La Grange, CA 95329

DISBURSEMENT REQUEST NUMBER: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE: Patrick McGowan  
 AUTHORIZED REPRESENTATIVE TITLE: General Manager

DATE: 8/17/2023

(A) ITEM NO.	(B) ITEM DESCRIPTION	(C) BUDGET AMOUNT	(D) ADJUSTMENT	(E) ADJUSTED BUDGET	(F) TOTAL WORK COMPLETED TO DATE (%)	(G) TOTAL COSTS INCURRED TO DATE	(H) COSTS CLAIMED FOR PAY'T TO DATE	(I) AMOUNT PAID TO DATE	(J) TOTAL PRIOR CLAIM REDUCTION (INELIGIBLE COSTS)	(K) PAYMENT REQUEST	(L) REMAINING BUDGET AMOUNT
1	Planning, Engineering, and Environmental	\$ 815,765	\$ -	\$ 815,765.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 815,765.00
2	Construction	\$ 3,263,060.00	\$ -	\$ 3,263,060.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,263,060.00
3	Bond and Legal Counsel	\$150,522	\$ -	\$ 150,522.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,522.00
4	Contingency	\$489,459	\$ -	\$ 489,459.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 489,459.00
5	Interim Financing Expenses	\$130,522	\$ -	\$ 130,522.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,522.00
6	Material Testing Lab	\$130,522	\$ -	\$ 130,522.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,522.00
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		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL BUDGET</b>	\$4,979,850	\$ -	\$ 4,979,850.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,979,850.00

[sara.brookes@usda.gov](mailto:sara.brookes@usda.gov)  
 Sara Brookes  
 Community Programs Specialist  
 Modesto Field Office | Rural Development  
 United States Department of Agriculture



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: REVISED JOB DESCRIPTIONS**

**Description –**

It was requested by the Board of Director's that I revise the existing operations staff, and General Manager job descriptions. The two changes made were:

1. "Must assist in On-Call duty." Was added to all operations staff job descriptions
2. "May be in On-Call rotation." Was added to the General Managers job description

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**Policy and Procedures Manual**

PAGE 1 of 3

**POLICY TITLE: Job Description-GENERAL MANAGER**

**POLICY NUMBER: 2300**

**2300.10**      **DESCRIPTION:**

The General Manager is the Executive Officer of the District and for the Board of Directors. He/she administers the District and has exclusive management and control of the operations and works of the District, subject to approval by the board of Directors, and provides day-to-day leadership for the District. The GM position is a public relations position; he or she is the voice of the District and will keep the public informed of District operations.

**2300.11**      **DEFINITION:**

Under administrative direction of the Board of Directors, to be in charge of the administrative affairs, water treatment operations, and capital improvement activities of the District; to represent the Board's policies and programs with employees, community organizations, and the general public; to review budget requests and make recommendations to the Board on final expenditure levels; to be responsible for employer-employee relations; and to do related work as required.

**2300.12**      **EXAMPLES OF DUTIES:**

Serves as Chief Administrative Officer for the Lake Don Pedro Community Services District;  
Provides advice and consultation on the development of District programs and policies;  
Coordinates the preparation of the agenda for Board of Directors meetings;  
Conducts a variety of special studies and surveys to determine the effectiveness of District programs and services;  
Represents the Board's policies and programs with employees, community representatives, and other government agencies;  
Reviews budget requests; oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels;  
Maintains continuous awareness of administrative practices and recommends changes to increase the efficiency and economy of District operations;  
Responsibility for District personnel matters, including employment procedures, grievances, and employer-employee relations;  
Assists in Long Term Capital Improvement plans;  
Oversees construction activities;  
Serves as District representative with other government agencies, boards, and commissions;

PAGE 2 of 3

**POLICY TITLE: Job Description-GENERAL MANAGER**

**POLICY NUMBER: 2300**

General responsibility for day-to-day management of the District;  
May serve as the Treasurer;  
Will assist in emergency repairs;  
Must be able to operate all the equipment the District owns;  
May be "On-Call" rotation.

**2300.13** TYPICAL PHYSICAL REQUIREMENTS:

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communications; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

**2300.14** TYPICAL WORKING CONDITIONS:

Work is generally performed in an office; some outdoor work during construction projects; continuous contact with staff and the public.

**2300.15** EMPLOYMENT STANDARDS:

Knowledge of:

Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development;  
Laws, rules, ordinances, and legislative processes controlling special district functions, programs, and operations;  
Organization, operations, and problems of special districts;  
Research and evaluation methodologies;  
Budgeting principles and practices;  
Personnel programs and procedures;  
Water and Wastewater Treatment and Distribution systems;  
Construction planning and administration;  
Cost estimating;  
Principles of supervision, training, and management;

Ability to:

Plan, organize, coordinate, and direct the work of staff to achieve efficient operations and meet program goals;  
Direct, oversee, and administer the District budgeting and fiscal control process;  
Perform Capital Improvement planning and administer construction activities;  
Collect and analyze data on a variety of topics;  
Prepare concise and comprehensive reports;  
Coordinate the preparation of Board agendas;  
Evaluate and make recommendations on improvements to existing District



PAGE 2 of 3

**POLICY TITLE: Job Description-GENERAL MANAGER**

**POLICY NUMBER: 2300**

operations, programs, and services;  
Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies;  
Exercise leadership, authority, and supervision tactfully and effectively;  
Communicate well during public presentations;  
Effectively represent the District's policies, programs, and services with individual citizens, community groups, and other government agencies;  
Establish and maintain cooperative working relationships.

**2300.16**      SPECIAL REQUIREMENTS:

Possession of a valid and current California Driver's License as issued by the California Department of Motor Vehicles. Must be physically active.

**2300.17**      TRAINING AND EXPERIENCE:

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying.

A typical way to obtain the knowledge and abilities would be:

Broad and extensive work experience in a management or administrative position, requiring the responsibility for the formulation and implementation of programs, budgets, and administrative operations.

At least two years of the experience should be in a management or supervisory capacity.

**2300.18**      DESIRABLE QUALIFICATIONS:

Possession of a bachelors or masters degree in public administration or a related field; the ability to efficiently prepare annual budgets and long-term revenue/ outlay plans; the ability to effectively communicate, both written and verbal, with the constituents and other agency personnel; and the ability to meet and serve the public courteously and efficiently. Must have a current CDPH T2 and D2 License.

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**Policy and Procedures Manual**

PAGE 1 OF 4

**POLICY TITLE: Job Description – WATER OPERATIONS SUPERVISOR**

**POLICY NUMBER: 2310**

**2310.10 Description:**

**2310.101 Primary:**

Position is responsible for all work performed in the Operations Department. This position is considered a working Supervisor position. Position will allocate approximately 33% of time meeting administrative / supervisory requirements and 66% physically performing work. Position will ensure proper operation of Water Treatment Plant and Distribution System, installation, maintenance and repair of all Water System Facilities. Utilizing subordinate staff in a coordinated effort will assign, review, evaluate and schedule all work. Position ensures that vehicles, equipment and facilities are in proper working order. Position consults with the General Manager on general priorities, plans and policies of the District. Will communicate professionally

**2310.102 Secondary:**

Position will ensure administrative functions of the department are carried out promptly. Administrative functions include: Submitting required reports to the appropriate State Agencies and Manager, maintaining chemical, material, supply inventories, budgeting, and approving invoices for payment. Position will attend and prepare for meetings as assigned. Further position will operate on a rotating "On-Call" basis as needed or under emergency conditions or in the event of absences.

**2310.103 Reporting to:**

This position reports to the General Manager.

**2310.20 Responsibilities:**

**2310.201** Evaluates daily work load and determines priorities of Department.

**2310.202** Efficiently directs the work required of the Operations Department.

**2310.203** Timely filing of required reports.

Approved August 21, 2023

Revised and Proposed August 21, 2023

PAGE 2 of 4

**POLICY TITLE: Job Description – WATER OPERATIONS SUPERVISOR**

**POLICY NUMBER: 2310**

- 2310.204 Ensures completion of daily work of subordinate staff.
- 2310.205 Communicates with subordinate staff to plan activities and give direction for the upcoming week's "Things to Do list".
- 2310.206 Ensures accurate biweekly Time Sheet submittals including approval of subordinate staff to General Manager.
- 2310.207 Submittals on a timely basis of accounts payable items, with appropriate documentation utilizing known information in coding to proper account.
- 2310.208 Attendance at Operations, Board, or other meetings as requested.
- 2310.209 Effectively communicates with General Manager on issues that come up in between the weekly Operations Meeting.
- 2310.210 Ensures that the District's preventative maintenance (tanks, boosters, PRV's, pneumatics, intake, plant, hydrants, valves, flushing mains, vehicles and equipment) and safety programs are routinely followed.
- 2310.211 Ensures that repairs found during preventative maintenance or safety inspection are scheduled for repair.
- 2310.212 Performs calculations to ensure adequate water supply to meet day to day demands.
- 2310.213 Performs and documents laboratory analysis.
- 2310.214 Adjusts system operations as necessary.
- 2310.215 Observes treatment processes and collects samples for analysis.
- 2310.216 Performs scheduled maintenance and calibrations of lab equipment.
- 2310.217 Determines optimum chemical dosages to produce a high quality effluent "Jar Testing".
- 2310.218 Adjusts chemical dosages accordingly.

Revised and Proposed August 21, 2023

Approved August 21, 2023



PAGE 3 of 4

**POLICY TITLE: Job Description – WATER OPERATIONS SUPERVISOR**

**POLICY NUMBER: 2310**

- 2310.219 Performs customer service related duties including but not limited to: Meter installation, turning services on or off, lock-offs and unlocks, quality complaints.
- 2310.220 Performs repairs and construction projects as needed including but not limited to: underground piping and road repairs.
- 2310.221 Performs emergency repairs after normal working hours.
- 2310.222 Must assist in “On-Call Duty”
- 2310.223 Ensures subordinate staff has clear direction in order to minimize disciplinary actions.
- 2310.224 Carries out policies of the District regarding disciplinary actions after discussion with the G.M. ensuring proper notification to employee.
- 2310.225 Other duties as assigned.

**2310.30 Must Possess:**

- 2310.30 **Experience:** A minimum period of (60) months as a Water Operator 3 at this district or a minimum (36) of increasingly responsible water treatment plant and distribution operations and maintenance experience, including (24) months of lead or supervisory responsibility.
- 2310.301 **Education:** High School or General Education Diploma (GED) and ability to complete college level coursework in water treatment and distribution.
- 2310.302 **Licenses:** Valid California Driver’s License appropriate to job and satisfactory driving record.
- 2310.303 **Certifications:**
  - 2310.303.1 Water Treatment Operator Grade 3 or Grade 2 respectfully
  - 2310.303.2 Water Distribution Operator Grade 3 or Grade 2 respectfully
  - 2310.303.3 Coursework Waste Water 1
- 2310.304 **Physical Condition:** Must be in good physical condition and capable of handling the laborious tasks normally associated with heavy construction. The EMPLOYMENT ENTRANCE MEDICAL EXAMINATION (Appendix A) outlines the minimum physical

Revised and Proposed August 21, 2023

Approved August 21, 2023

**POLICY TITLE: Job Description – WATER OPERATIONS SUPERVISOR**  
**POLICY NUMBER: 2310**

requirements for hiring consideration and continued employment.  
STATEMENT BY PHYSICIAN (Appendix B) completed by  
Physician indicating medical ability to perform job. Successful  
completion of CONSENT AND RELEASE FORM –  
DRUG/ALCOHOL TESTING (Appendix C).

**2310.40 Must competently demonstrate within a 12 month period:**

**2310.401 Abilities:**

- 2310.401.1 To establish and maintain an effective working relationship with the public and other employees.
- 2310.401.2 To work weekends, holidays, shifts and overtime as necessary.
- 2310.401.3 Must assist in "On-Call Duty".
- 2310.401.4 To routinely handle hazardous chemicals, work on elevated tanks, work on a floating barge, work in a noisy environment.
- 2310.401.5 To operate and/or retrieve information from the District's SCADA computer.
- 2310.401.6 To understand and follow oral and written instructions quickly and accurately.

**2310.40 Must competently demonstrate within a 12 month period (continued):**

- 2310.401.7 To read and understand District's Maps, plans, schematics and manuals.
- 2310.401.8 To maintain construction equipment, including backhoe, bobcat, asphalt saw, jack hammer etc.
- 2310.401.9 To successfully carry out responsibilities listed in 2310.20.

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**Policy and Procedures Manual**

**PAGE 1 OF 4**

**POLICY TITLE: Job Description – Water Operator 2**

**POLICY NUMBER: 2330**

**2330.10 Description:**

**2330.101 Primary:**

Position will operate treatment plant and distribution system. Further position will operate on a rotating basis as needed or under emergency conditions or in the event of absences as dictated by superior. Will communicate professionally.

**2330.102 Secondary:**

Will perform routine maintenance and repair of the district's distribution system, treatment plant, equipment, appurtenances and vehicles.

**2330.103 Reporting to:**

This position reports to the Water Operations Supervisor or the Lead Operator.

**2330.20 Responsibilities:**

**2330.201** Ensures that the District's preventative maintenance and safety programs are routinely followed.

**2330.202** Ensures that repairs found during preventative maintenance or safety inspection are scheduled for repair with superior.

**2330.203** Performs calculations to ensure adequate water supply to meet daily demands.

**2330.204** Performs and documents laboratory analysis.

**2330.205** Adjusts system operations as necessary.

**2330.206** Observes treatment processes and collects samples for analysis.

**2330.207** Performs scheduled maintenance and calibrations of lab equipment.

PAGE 2 of 4

**POLICY TITLE:** Job Description – Water Operator 2  
**POLICY NUMBER:** 2330

2330.208 Determines optimum chemical dosages to produce a high quality effluent.

2330.209 Adjusts chemical dosages accordingly.

**2330.20 Responsibilities**

2330.210 Performs customer service related duties including but not limited to: Meter Reading, meter installations, turning services on or off, lock-offs and unlocks.

2330.211 Performs repairs and construction projects as assigned including but not limited to: underground piping and road repairs.

2330.212 Performs emergency repairs after normal workinghours.

2330.213 Must assist in “On-Call Duty”

2330.214 Other duties as assigned.

**2330.30 Must Possess:**

2330.301 **Experience:** A minimum period of (60) months as a Water Operator 1

2330.302 **Education:** High School or General Education Diploma (GED) and ability to complete college level coursework in water treatment and distribution.

2330.303 **Licenses:** Valid California Driver’s License appropriate to job and satisfactory driving record.

**2330.304 Certifications:**

2330.304.1 Water Treatment Operator Grade 2

2330.304.2 Water Distribution Operator Grade 2

2330.305 **Physical Condition:** Must be in good physical condition and capable of handling the laborious tasks normally associated with heavy construction. The EMPLOYMENT ENTRANCE MEDICAL EXAMINATION (Appendix A) outlines the minimum physical requirements for hiring consideration and continued employment. STATEMENT BY PHYSICIAN (Appendix B) completed by Physician

PAGE 3 of 4

**POLICY TITLE:** Job Description – Water Operator 2  
**POLICY NUMBER:** 2330

indicating medical ability to perform job. Successful completion of  
CONSENT AND RELEASE FORM – DRUG/ALCOHOL TESTING  
(Appendix C).

**2330.40 Must Attain:** None

**2330.50 Must competently demonstrate within a 12 month period:**

**2330.501 Knowledge:**

2330.501.1 Of tools, equipment, materials, and methods used in  
general construction and maintenance.

**2330.502 Skills:**

2330.502.1 In underground piping construction and repair.

2330.502.2 General plumbing and repair techniques.

**2330.503 Abilities:**

2330.503.1 To establish and maintain an effective working  
relationship with the public and other employees.

2330.503.2 To work weekends, holidays, shifts and overtime as  
necessary.

2330.503.3 Must assist in “On-Call Duty”.

2330.503.4 To routinely handle hazardous chemicals, work on  
elevated tanks, work on a floating barge, work in a noisy  
environment.

2330.503.5 To operate and/or retrieve information from the District’s  
SCADA computer.

2330.503.6 To understand and follow oral and written instructions  
quickly and accurately.

2330.503.7 To read and understand District’s Maps, plans, schematics  
and manuals.

2330.503.8 To maintain construction equipment, including backhoe,

PAGE 4 of 4

POLICY TITLE: Job Description- Water Operator 2

POLICY NUMBER: 2330

**2330.503.8 Abilities: (continued)**

bobcat, asphalt saw, etc.

**2330.503.9** To weld and fabricate components as necessary.

**2330.60 Promotional Opportunities after ALL of the following criteria has been accomplished:**

**2330.601** Successful completion of a period of (60) months of satisfactory performance as a Water Operator 2, in all areas outlined in this job description as determined by the Supervisor.

**2330.602** Promotion of Water Operator 2 to Water Operator 3 (if the position is available and as District requirements deem necessary subject to the G.M.'s discretion).

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**Policy and Procedures Manual**

PAGE 1 OF 4

**POLICY TITLE:** Job Description – Water Operator 3 - LEAD  
**POLICY NUMBER:** 2340

**2340.10 Description:**

**2340.101 Primary:**

Following training and certification will operate treatment plant and distribution system. Further position will operate on a rotating basis as needed under emergency conditions or in the event of absences as dictated by superior. Will communicate professionally.

**2340.102 Secondary:**

Will perform routine maintenance and repair of the distribution system, treatment plant, equipment, appurtenances and vehicles. This position is considered a Lead Operator position, which will assume and fulfill the duties of Operations Supervisor in the event of absences or under emergency situations.

**2340.103 Reporting to:**

This position reports to the Water Operations Supervisor.

**2340.20 Responsibilities:**

**2340.201** Creates, implements and ensures that the District's preventative Maintenance and safety programs are routinely followed.

**2340.202** Ensures that repairs found during preventative maintenance or safety inspections are scheduled for repair with superior.

**2340.203** Performs calculations to ensure adequate water supply to meet daily demands.

**2340.204** Performs and documents laboratory analysis.

**2340.205** Adjusts system operations as necessary.

**2340.206** Observes treatment processes and collects samples for analysis.

PAGE 2 of 4

**POLICY TITLE:** Job Description – Water Operator 3 - LEAD  
**POLICY NUMBER:** 2340

2340.207 Performs scheduled maintenance and calibrations of lab equipment.

2340.208 Determines optimum chemical dosages to produce a high quality effluent.

2340.209 Adjusts chemical dosages accordingly.

**2340.20 Responsibilities**

2340.210 Performs customer service related duties including but not limited to: Meter Reading, meter installation, turning services on or off, lock-offs and unlocks.

2340.211 Performs repairs and construction projects as assigned including but not limited to: underground piping and road repairs.

2340.212 Performs emergency repairs after normal working hours.

2340.213 Must assist in "On-Call Duty"

2340.214 Other duties as assigned.

**2340.30 Must Possess:**

2340.301 **Experience:** A minimum period of (60) months as a Water Operator 2 at this district or a minimum period of (36) months increasingly responsible water treatment plant and distribution operations and maintenance experience, including (24) months of lead or supervisory responsibility.

2340.302 **Education:** High School or General Education Diploma (GED) and ability to complete college level coursework in water treatment and distribution.

2340.303 **Licenses:** Valid California Driver's License appropriate to job and satisfactory driving record.

**2340.304 Certifications:**

2340.304.1 Water Treatment Operator Grade 3 or Grade 2 respectfully

2340.304.2 Water Distribution Operator Grade 3 or Grade 2 respectfully



PAGE 3 of 4

**POLICY TITLE:** Job Description – Water Operator 3 – LEAD  
**POLICY NUMBER:** 2340

**2340.305 Physical Condition:** Must be in good physical condition and capable of handling the laborious tasks normally associated with heavy construction. The EMPLOYMENT ENTRANCE MEDICAL EXAMINATION (Appendix A) outlines the minimum physical requirements for hiring consideration and continued employment. STATEMENT BY PHYSICIAN (Appendix B) completed by Physician indicating medical ability to perform job. Successful completion of CONSENT AND RELEASE FORM – DRUG/ALCOHOL TESTING (Appendix C).

**2340.40 Must Attain:**

**2340.401** Coursework Waste Water Grade 1 within (24) months

**2340.50 Must competently demonstrate within a 12 month period:**

**2340.501 Knowledge:**

**2340.501.1** Of tools, equipment, materials, and methods used in general construction and maintenance.

**2340.502 Skills:**

**2340.502.1** In underground piping construction and repair.

**2340.502.2** General plumbing and repair techniques.

**2340.503 Abilities:**

**2340.503.1** To establish and maintain an effective working relationship with the public and other employees.

**2340.503.2** To work weekends, holidays, shifts and overtime as necessary.

**2340.503.3** Must assist in “On-Call Duty”.

**2340.503.4** To routinely handle hazardous chemicals, work on elevated tanks, work on a floating barge, work in a noisy environment.

**2340.503.5** To operate and/or retrieve information from the District’s SCADA computer.

PAGE 4 of 4.

**POLICY TITLE:**  
**POLICY NUMBER:**

**Job Description – Water Operator 3 – LEAD**  
**2340**

- 2340.503.6 To understand and follow oral and written instructions quickly and accurately.
- 2340.503.7 To read and understand District's Maps, plans, schematics and manuals.
- 2340.503.8 To maintain construction equipment, including backhoe, bobcat, asphalt saw, etc.
- 2340.503.9 To weld and fabricate components as necessary.

**2340.60 Promotional Opportunities after ALL of the following criteria has been accomplished:**

- 2340.601 Successful completion of a period of (60) months of satisfactory performance as a Water Operator 3-Lead, in all areas outlined in this job description as determined by the Supervisor.
- 2340.602 Possession of Certifications/Licenses listed in section 2340.40
- 2340.603 Promotion of Water Operator 3-Lead to Water Operations Supervisor (if the position is available and as District requirements deem necessary subject to the G.M.'s discretion).

**LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**  
**Policy and Procedures Manual**

PAGE 1 OF 4

**POLICY TITLE:** Job Description – Water Operator 1  
**POLICY NUMBER:** 2350

**2350.10 Description:**

**2350.101 Primary:**

Position will operate treatment plant and distribution system. Further position will operate on a rotating basis as needed or under emergency conditions or in the event of absences as dictated by superior. Will communicate professionally.

**2350.102 Secondary:**

Will perform routine maintenance and repair of the district's distribution system, treatment plant, equipment, appurtenances and vehicles.

**2350.103 Reporting to:**

This position reports to the Water Operations Supervisor or the Lead Operator

**2350.20 Responsibilities:**

**2350.201** Ensures that the District's preventative maintenance and safety programs are routinely followed.

**2350.202** Ensures that repairs found during preventative maintenance or safety inspection are scheduled for repair with superior.

**2350.203** Performs calculations to ensure adequate water supply to meet daily demands.

**2350.204** Performs and documents laboratory analysis.

**2350.205** Adjusts system operations as necessary.

**2350.206** Observes treatment processes and collects samples for analysis.

**2350.207** Performs scheduled maintenance and calibrations of lab equipment.

PAGE 2 of 4

**POLICY TITLE:** Job Description – Water Operator 1  
**POLICY NUMBER:** 2350

2350.208 Determines optimum chemical dosages to produce a high quality effluent.

2350.209 Adjusts chemical dosages accordingly.

**2350.20 Responsibilities:**

2350.210 Performs customer service related duties including but not limited to: Meter Reading, meter installation, turning services on or off, lock-off and unlocks.

2350.211 Performs repairs and construction projects as assigned including but not limited to: underground piping and road repairs.

2350.212 Performs emergency repairs after normal working hours.

2350.213 Must assist in “On-Call Duty”

2350.214 Other duties as assigned.

**2350.30 Must Possess:**

2350.301 **Education:** High School or General Education Diploma (GED) and ability to complete college level coursework in water treatment and distribution.

2350.302 **Licenses:** Valid California Driver’s License appropriate to job and satisfactory driving record.

**2350.303 Certifications:**

2330.303.1 Water Treatment Operator Grade 1

2330.303.2 Water Distribution Operator Grade 1

2350.304 **Physical Condition:** Must be in good physical condition and capable of handling the laborious tasks normally associated with heavy construction. The EMPLOYMENT ENTRANCE MEDICAL EXAMINATION (Appendix A) outlines the minimum physical requirements for hiring consideration and continued employment. STATEMENT BY PHYSICIAN (Appendix B) completed by Physician indicating medical ability to perform job. Successful completion of CONSENT AND RELEASE FORM – DRUG/ALCOHOL TESTING (Appendix C).

PAGE 3 of 4

**POLICY TITLE:** Job Description – Water Operator 1  
**POLICY NUMBER:** 2350

**2350.40 Must Attain:** None

**2350.50 Must competently demonstrate within a 12 month period:**

**2350.501 Knowledge:**

2350.501.1 Of tools, equipment, materials, and methods used in general construction and maintenance.

**2350.502 Skills:**

2350.502.1 In underground piping construction and repair.

2350.502.2 General plumbing and repair techniques.

**2350.503 Abilities:**

2350.503.1 To establish and maintain an effective working relationship with the public and other employees.

2350.503.2 To work weekends, holidays, shifts and overtime as necessary.

2350.503.3 Must assist in "On-Call Duty".

2350.503.4 To routinely handle hazardous chemicals, work on elevated tanks, work on a floating barge, work in a noisy environment.

2350.503.5 To operate and/or retrieve information from the District's SCADA computer.

2350.503.6 To understand and follow oral and written instructions quickly and accurately.

2350.503.7 To read and understand the District's maps, plans, and manuals.

2350.503.8 To maintain construction equipment, including backhoe, bobcat, asphalt saw, etc.

2350.503.9 To weld and fabricate components as necessary.

PAGE 4 of 4

POLICY TITLE: Job Description- Water Operator 1

POLICY NUMBER: 2350

**2350.60 Promotional Opportunities after ALL of the following criteria has been accomplished:**

2350.601 Successful completion of a period of (60) months of satisfactory performance as a Water Operator 1, in all areas outlined in this job description as determined by the Supervisor.

**2350.60 Promotional Opportunities after ALL of the following criteria has been accomplished: (continued)**

2350.602 Must possess valid Grade 2 Treatment and Grade 2 Distribution license given by the California Dept. of Public Health

2350.603 Promotion of Water Operator 1 to Water Operator 2 (if the position is available and as District requirements deem necessary subject to the G.M.'s discretion).

**RESOLUTION 2023 – xx**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING REVISIONS MADE TO THE GENERAL MANAGER AND OPERATIONS STAFF JOB DESCRIPTIONS

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

**WHEREAS**; in order to properly protect the interests of the residents of Lake Don Pedro Community our District must provide essential utility services 365 days a year 24 hours a day; and

**WHEREAS**; current operations staff job descriptions do not reflect this need; and

**WHEREAS**; on direction of the LDPCSD Board of Director’s I have made revisions to the existing job descriptions to add the verbiage: “Must assist in On-Call duty”; and

**WHEREAS**, in order to not hinder the community in recruiting manager’s in the future, it was requested by the LDPCSD Board of Director’s that I remove the mandatory “Must assist in On-Call rotation” to “May assist in On-Call rotation”

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVE REQUESTED REVISIONS TO THE GM AND OPERATIONS STAFF JOB DESCRIPTIONS

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on August 21<sup>st</sup> 2023, by the following vote:

- AYES:
  - NOES:
  - ABSENT:
  - ABSTAIN:
- ATTEST:

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

\_\_\_\_\_  
Dan Hankemeier, President, Board of Directors

**CERTIFICATE OF SECRETARY**

STATE OF CALIFORNIA )

)  
COUNTY OF MARIPOSA )

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Lake Don Pedro Community Services District, duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95329, on August 21<sup>st</sup>, 2023

---

Syndie Marchesiello, Secretary



# 2023

Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
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29	30	31				

**JAN**

1-8 JOSE

9-31 AUGGIE/PATRICK

**APR**

1-9 RANDY

10-23 AUGGIE/PATRICK

24-30 JOSE

Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28				

**FEB**

1-12 PATRICK

13-26 AUGGIE/PATRICK

27-28 JOSE

**MAY**

1-7 JOSE

8-21 PATRICK

22-31 RANDY

Su	Mo	Tu	We	Th	Fr	Sa
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**MAR**

1-12 JOSE

13-26 PATRICK

27-31 RANDY

**JUN**

1-4 RANDY

5-18 AUGGIE/PATRICK

19-30 JOSE

# 2023

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30	31					

JUL						
1-2 JOSE						
3-16 PATRICK						
17-30 RANDY						
31 AUGGIE/PATRICK						

OCT						
1-8 AUGGIE						
9-22 JOSE						
23-31 BRIAN						

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AUG						
1-13 AUGGIE/PATRICK						
14-27 JOSE						
28-31 BRIAN						

NOV						
1-5 BRIAN						
6-19 RANDY						
20-30 BRIAN						

Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30

SEP						
1-10 BRIAN						
11-24 RANDY						
25-30 AUGGIE						

DEC						
1-3 AUGGIE						
4-17 JOSE						
18-31 RANDY						



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Central Region  
1234 East Shaw Avenue  
Fresno, California 93710  
(559) 243-4593  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



August 15, 2023

Patrick McGowan  
Lake Don Pedro Community Services District  
9751 Merced Falls Road  
La Grange, California 95329

Subject: Final Lake or Streambed Alteration Agreement  
EPIMS Notification No. MAR-26827-R4  
Lake McClure Raw Water Pump Station Replacement  
McClure Lake – Mariposa County

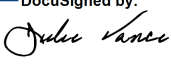
Dear Patrick McGowan:

Attached is the final Lake Alteration Agreement (Agreement) for the Lake McClure Raw Water Pump Station Replacement (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW has determined that your Project is exempt from CEQA and will file a Notice of Exemption (NOE).

Pursuant to CEQA Guidelines section 15062(d), the filing of an NOE starts a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Benessa Galvan, Senior Environmental Scientist Specialist at (559) 580-3197 or by email at [Benessa.Galvan@wildlife.ca.gov](mailto:Benessa.Galvan@wildlife.ca.gov).

Sincerely,

DocuSigned by:  
  
FA83F09FE08945A...  
Julie A. Vance  
Regional Manager



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: VERIZON WIRELESS LAND LEASE AGREEMENT**

**Description –**

The Verizon Wireless Land Lease Agreement has been reviewed by District legal counsel. LDPCSD is currently awaiting the signed lease agreement. Upon agreement being confirmed Verizon will issue the District the five year upfront payment I negotiated of \$50,967.70.

Verizon Wireless Representative

Aaron Salars

[asalars@onairllc.com](mailto:asalars@onairllc.com)

707-320-7248

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between Lake Don Pedro Community Services District, with its principal offices located at 9751 Merced Falls Road, La Grange, CA 95329, ("LESSOR") and Pinnacles Cellular Inc., a Delaware corporation, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at the end of Cadena Way, La Grange, California (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 375 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE shall have the right to install utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way and have ingress and egress between and among the Premises, that certain existing or to be installed tower (the "Tower") owned by New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tower Lessor") located on the Property, and existing utility sources, all as substantially depicted in Exhibit "B" attached hereto. The Parties acknowledge that this Agreement is contingent upon the execution of an agreement between Tower Lessor and LESSEE allowing LESSEE to install, operate and maintain LESSEE's antennas and equipment on the Tower (the "Tower Agreement"). If for any reason said Tower Agreement expires or terminates prior to the expiration or termination of this Agreement, or if LESSEE does not enter into the Tower Agreement, LESSEE may terminate this Agreement, which termination shall be effective upon LESSEE's notice to LESSOR. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for 3 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. **RENTAL.**

a. Notwithstanding anything to the contrary in this Agreement, the initial rental payment shall begin on the Commencement Date and shall consist of the entire amount due for the initial 5-year term, and shall be delivered by LESSEE no later than 60 days after the Commencement Date. LESSEE shall pay rent to LESSOR at 9751 Merced Falls Road, La Grange, CA 95329 or to such other person firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. Upon agreement of the Parties, LESSEE



may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. For the avoidance of doubt, the initial rental payment for the entirety of the initial 5-year term shall be \$50,967.70 (the "Initial Rental Payment"). If this Agreement is terminated prior to the expiration of the initial 5-year term, the amount of the Initial Rental Payment that has been pre-paid for the period following the termination shall be returned to LESSEE (on a prorated basis based on the number of days remaining in the initial 5-year term of the Agreement). After the expiration of the initial 5-year term, rental payments for any extension term shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR as provided below.

b. As of the fifth anniversary of the Commencement Date, which shall be the first day of the first 5-year extension term, annual rent shall be due at a total annual rental of \$11,129.03 to be paid in equal monthly installments on the first day of the month in advance to LESSOR. Commencing on the sixth annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter during the Term, annual rent shall be increased by an amount equal to 3% of the annual rent in effect during the immediately preceding lease year.

c. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the

right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

- a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.
- b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at ((209) 852-2331), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to



communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form of agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the

market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Lake Don Pedro Community Services District  
9751 Merced Falls Road  
La Grange, CA 95329

LESSEE: Pinnacles Cellular Inc.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Reference: Don Pedro Reservoir

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in

favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other Party or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such

offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

Lake Don Pedro Community Services District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

Pinnacles Cellular Inc., a Delaware corporation,  
d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

Real property in the unincorporated area of the County of Mariposa, State of California, described as follows:

LOT 82 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "LAKE DON PEDRO UNIT NO. 1-M", WHICH MAP WAS FILED IN THE OFFICE OF THE MARIPOSA COUNTY RECORDER ON MAY 20, 1969 IN BOOK OF MAPS AT PAGE [1658](#).

[APN: 019-090-003-000](#)

**EXHIBIT "B"**  
**PREMISES DESCRIPTION**





# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: CHEMCO UPDATE**

**Description –**

It seems as though our District struggles to receive our vital coagulant chemicals monthly in order to properly treat our water. Chemco Products Company is our third party supplier LDPCSD has used for close to two decades from my knowledge.

Brian Pimentel  
559-303-3749  
[BPimentel@chemcoprod.com](mailto:BPimentel@chemcoprod.com)

Usalco is the manufacturer of the chemical used. The manufacturing plant is located in Modesto, CA. I have contacted Usalco staff on multiple occasions in regards to working directly with them to eliminate the middle man. This would save our District money, and also allow LDPCSD more control over the delivery. Usalco has been reluctant to do so, however I believe we should continue to push these efforts.

Shantee  
209-525-3932

There have been various trucking companies used to deliver this product. Hands down LDPCSD has been most pleased with:

GI Drayage Inc. Transport  
1-510-714-9320  
1-510-714-9763



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: EMPLOYEE EVALUATIONS**

**Description –**

All LDPCSD employees have received their annual evaluations. The next scheduled reviews are due in June/July of 2024.



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**  
**From: Patrick McGowan**  
**Date: August 21st, 2023**  
**Subject: IT SPECIALISTS**

**Description –**

Aventa Technologies, commonly referred to by their previous name of KKI has performed all of LDPCSD'S technology needs for over two decades. The Board of Directors recently approved technology upgrades in FY 2023/24 annual budget. Last week we began with new Firewall & End Point Protection Upgrades to ensure safety within our system.

Joe Tan - President  
209-863-8550 ext # 402  
[joe@aventatech.com](mailto:joe@aventatech.com)

Michael Moffitt – Service Tech  
[michael@aventatech.com](mailto:michael@aventatech.com)

5300 Claus Rd #10  
Modesto CA 95357-1616

Email: joe@aventatech.com  
Phone: (209)863-8550  
Fax: (209)863-8686

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

Date: 7/25/2023  
Terms: 1/3 down, bal on delivery  
FOB: F.O.B. Supplier  
Delivery: 30-60 Days  
Inq: 200052-00  
Fax: 852-2268  
Phn: 852-2331  
Page: 1

Attn: Patrick McGowan

Regarding: Firewall/Endpoint Protection

We are pleased to quote as follows. Your inquiry.

Ln	Qty	Description	Price	Exten	Notes
1					
2	1	Advanced EndPoint Cybersecurity Protection 10 Lic - 1Yr			
3					
4	1	Sonicwall Firewall w/ 3yrs Lic sub.			
5					
6					
7					
8		*Onsite Installation and support billed			
9		seperately as required by customer. Estimate 8-12hrs			
10					
11					
12		Acceptance of Quotation			
13		Approval: Aventa Tech to proceed per the above.			
14		(X)			
15		Date:			
		Subtotal		2,745.00	
		Plus Applicable Sales Taxes		146.86	
		Total Amount Quoted		2,891.86	

Tax, Freight, Installation not included (unless indicated above)

\*\* Installation estimates are based on our regular work days M-F, 8-5

All prices subject to change after 30 days

BY: JOE TAN



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**  
**From: Patrick McGowan**  
**Date: August 21st, 2023**  
**Subject: LEAK UPDATE**

**Description –**

There are two known leaks at this time, both scheduled to be repaired prior to our meeting on August 21, 2023. One leak looks to be a service line replacement on 9233 Jalisco, the other a 2” fire line leak at the golf course.



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: August 21st, 2023**

**Subject: Water Quality**

### **Description –**

Water leaving our treatment plant & collected in bi monthly collections has consistently met and exceeded state standards system wide.

LDPCSD along with every other water district in the State, operated under drought conditions and mandates for years. Flushing operations were eliminated as a result of these orders. Three years ago we began our LDPCSD Flushing/Valve Turning Program. Since the inception of this program we have installed two blow offs on dead-end mains, replaced or installed 12 fire hydrants, 6 in line valves, and inspected & serviced 123 fire hydrants.

The temperature in late June off this year was extremely moderate, resulting in very low water demand in comparison to past years. A week later temperatures were averaging 105 degrees and as expected water demand skyrocketed. These extreme fluctuations in water demand cause disturbances in our system water mains, resulting in tuberculation, and sediment being dislodged within aging pipes.

In beginning July of 2023 we began to have water quality issues in isolated areas within our distribution system. Numerous residents called in service orders complaining of sediment in their water. Staff began directional flushing operations in these isolated areas in order to improve water quality. Our District's messaging via website, customer calls, and with staff has been extremely consistent.

To properly flush a pressure zone within a distribution system it is imperative to increase water velocity. Operations staff perform these measures by isolating certain areas within our system (closing various water valves.) Once identified valves are closed the water in a pressure zone is forced to exit only one direction. Operations staff drive this water out of selected fire hydrants, in turn cleaning out pipes.

The act of flushing a distribution main, causes debris and sediment to break free into the system. Unfortunately this has potential to cause water quality issues. Staff will continue to perform flushing operations throughout our system and respond to all service requests in a timely manner.

To date District staff have flushed Arboloda North of Madreselva, Enramada, Cadena, Blanchard, Granite Springs, Chicharra, Molina, Llanura, and Clavel.