

Special Meeting of the Board of Directors

9751 Merced Falls Road
April 20th, 2017 at 1:00 p.m.

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

AGENDA

1. **CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:
2. **PUBLIC COMMENT:**
Any person may address the Board at this time on any matter within the jurisdiction of the Board that is NOT ON THE AGENDA. A maximum of three minutes is allowed each person and a maximum of 20 minutes per topic. Any person wishing to address the Board on an item ON THE AGENDA will be given the opportunity at that time. Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District matters, as no action will be taken on non-agenda issues.
3. **PRESENTATION ONLY:**
 - a. Presiding Officer's Report
 - b. General Manager's Report including presentation of a diagram demonstrating how the Lake McClure Intake Booster System operates: Peter J. Kampa
 - c. Chief Plant Operator's Report: R. Gilgo
4. **APPROVAL OF CONSENT AGENDA: The following items may all be approved in one motion or considered separately as determined appropriate by the President**
 - a. Read and file the March 2017 Treasurer's Report
 - b. Approval of the Minutes of the Special Meetings of February 22, 2017 and the Regular Board Meeting March 20th, 2017
5. **DISCUSSION AND ACTION ITEMS**
 - a. Adoption of a resolution approving an agreement with ATT/Cingular Wireless for the lease of antenna space adjacent to the Arbolada water tank, AP. No. 019-090-003-0.
 - b. Review of UC Merced Survey on drought/health impacts.
 - c. Review of the scope, schedule and cost of the IRWMP Implementation Grant Project 4 – Water Service Line Replacement Project.
 - d. Discussion/Action regarding the impact of the Governor's Executive Order B-40-17 related to drought and related water restrictions, potential opportunities and requirements on the District.
 - e. Resolution Approving agreement with Mariposa County Resource Conservation District for design and implementation of the IRWMP grant funded Region Water Conservation Program.
6. **CLOSED SESSION**
Conference with Real Property Negotiator
 - a. The Board will confer with its appointed negotiator, General Manager Peter J. Kampa to discuss price, terms and conditions of a potential real estate transaction related to the proposed lease of a portion of tank site property by Senet, Inc for the purpose of installation of commercial communication equipment to service the

local propane suppliers. Property Owner: Lake Don Pedro CSD, Location: Lazo Water Tank, Mariposa County Assessor's Parcel 020-250-002-0.

7. ADJOURNMENT:

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

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

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

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



Lake Don Pedro Community Services District

General Manager's Report

April 20th, 2017

1 Report Overview

We are pleased to present this report covering the activities of district management over the past month. The majority of the activity included reviewing documentation related to the Intake Booster Pump #2, planning the IRWMP grant project, reviewing documents and providing to USDA to receive our grant funding.

2 Management and Administration

- **ATT agreement** – The draft Lease agreement has been finalized, reviewed and on this meeting agenda for Board approval.
- **UC Merced Survey** – We have received the draft survey language and included it in this meeting packet for review.

3 Water Service

- **Nitrate Reporting Notice of Violation** –The District received a Notice of Violation from the State Division of Drinking Water for not reporting the results of Nitrate samples taken from the new wells in 2016. We had reported the results in our routine reporting to the state, but determined that the electronic reporting completed by AquaLab, our certified laboratory had failed to properly upload to the state database. The District, state and Aqualab are working out the problems and hope we can have the NOV rescinded soon, as it requires customer notification of a reporting violation.

4 Finance

- District staff and Board members Danny Johnson and Dan Hankemeir met in Modesto with the District Accountant to review the district accounting procedures, reports, project accounting and other matters. To address concerns raised by a member of the public, the Board members and CPA agreed that the following were appropriate policy actions for the Board to consider:
 1. **In selecting consultants** – Require an RFP process for engineering services for projects requiring design and not completed by District Engineer, or emergency needs
 2. **In project planning and financial disclosure** - Develop and adopt a comprehensive District Master Plan and Capital Improvement Plan, working projects from that into the budget.
 3. **In accurately developing project cost estimates** – Perform advance planning including design and permitting for major projects to get accurate construction costs
 4. **Bidding Projects** – Involve the Board in advance by seeking approval to bid, approve schedule and cost.
 5. **Competitively bid** maintenance contracts such as emergency response to leaks
 6. **Policy review** - Review Fixed Asset, contracting and major expense accrual policies

7. **Internal project planning, paperwork processing** - Staff to develop a process to ensure correct project paperwork is in place for fixed asset/capital project accounts

Many of the above will increase administrative time and effort, and the Board needs to weigh this cost against the benefit received. This meeting may result in Board direction at upcoming meetings.

5 **Infrastructure and Operations**

- **Intake Booster #2** - At the March 2017 Board meeting, members of the Board requested to receive a drawing of the Intake Booster #2 Project installation (Figures 1 and 2) and Surge Tank Bypass (Figure 3), so that a better understanding of its operation could be gained. The applicable drawings are shown below and a larger version of the same will be available on-screen during the meeting.

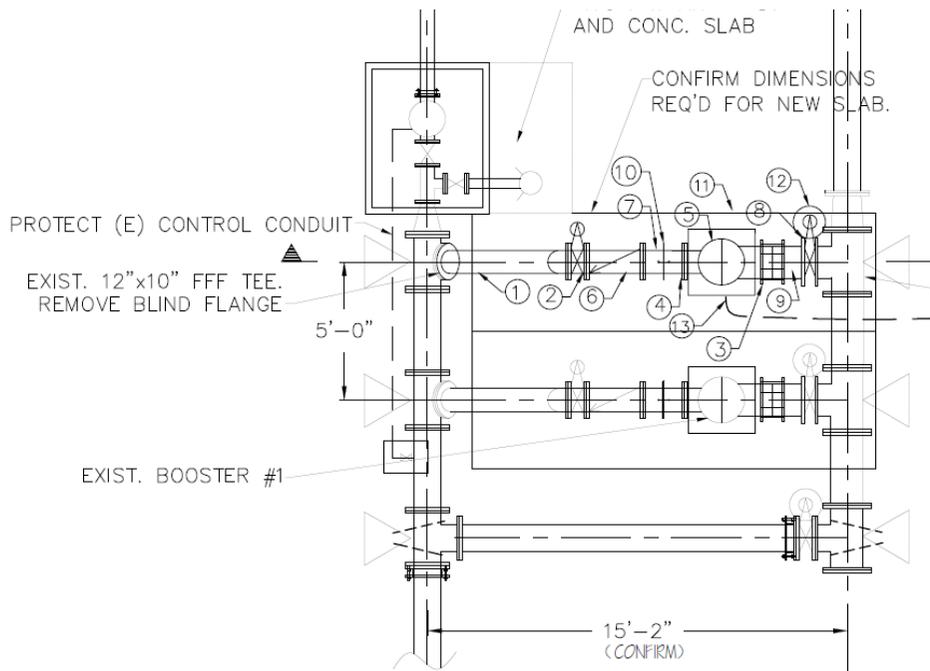


Figure 1

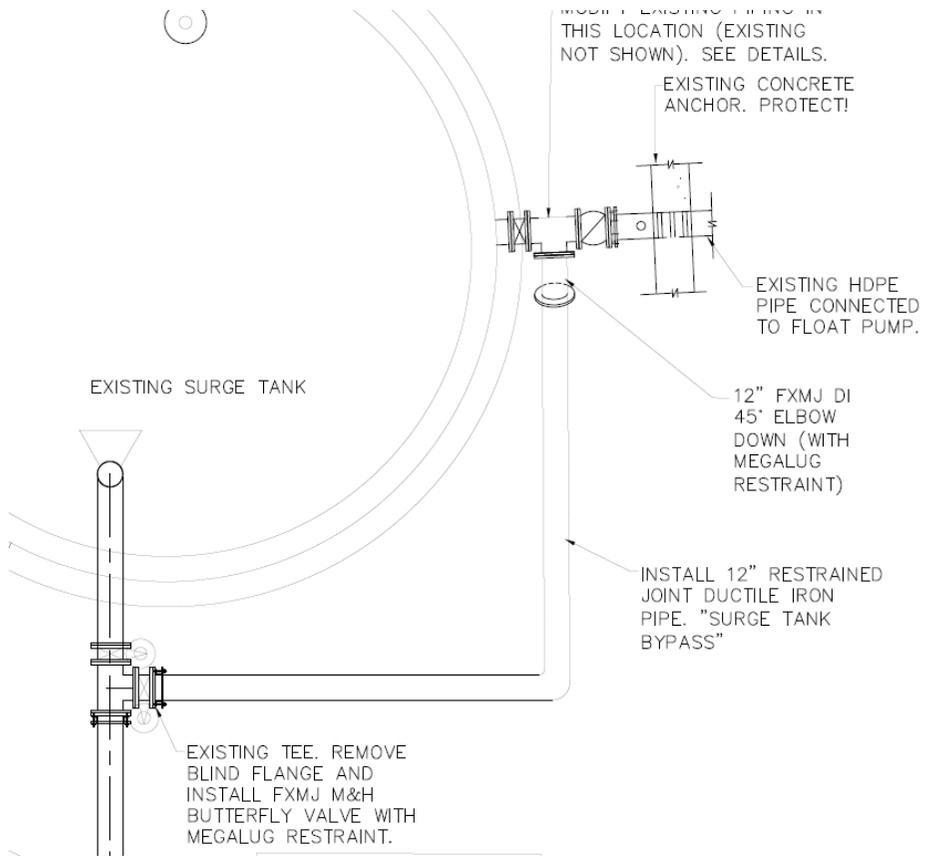
EXIST. 14" FFF TEE. REMOVE BLIND FLANGE

PUMP STATION BILL OF MATERIALS

ITEM	DESCRIPTION
1.	10" Fx F FABRICATED STEEL 45° ELBOW. LENGTH AS REQ'D (SEE SECT. A)
2.	10" FLANGED BUTTERFLY VALVE, WHEEL OPERATOR, POSITION INDICATOR
3.	14" FLEX COUPLING
4.	10" FLANGE BY VICTAULIC END STEEL SPOOL #46 WITH ONE 3/4" THREAD-O-LET WITH HEAVY DUTY BRASS (LEAD FREE) BALL VALVE
5.	BOOSTER PUMP ASSEMBLY AND SUCTION BARREL. FURN BY LDPCSD.
6.	10" FLANGED CHECK VALVE, RUBBER FLAPPER TYPE, APCO MODEL 110, 108 PSI AVE. WORKING PRESSURE
7.	10" FLANGE BY VICTAULIC END STEEL SPOOL #41 ONE 1-1/2" THREAD-O-LET WITH BUSHING AND HEAVY DUTY HOSEBIB.
8.	14" WAFER-STYLE BUTTERFLY VALVE, UNDERGROUND OPERATOR
9.	14" FXPE STEEL SPOOL X 12" LONG
10.	VICTAULIC COUPLING #77
11.	CONCRETE PAD (SEE SECTION A)
12.	CHRISTY G5 BOX WITH LID. CENTER BOX OVER OPERATOR. USE 8" DIAMETER PIPE SLEEVE AS EXTENSION IF NEEDED.
13.	CONDUIT TO BUILDING. SEE SHEETS E1 AND E2.

Figure 2

Figure 3



- **Intake Booster Booster Pump #2** – Richard Townsend Construction is in the process of preparing project submittals and will begin construction in April 2017, completing in May.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

OPERATIONS SUPERVISOR REPORT

Board of Directors Meeting
Monday, April 17th 2017

Treatment Operations - During the month of March, operations staff spent approximately 170 man hours operating the water treatment plant which involves direct inspection of processes, checking operation of pumps, valves and controls, monitoring of water quality monitoring equipment and finished water quality, and associated documentation.

Plant Maintenance – Staff has completed the locating, installation and repair of the chemical injection line. Upon completion the line was tested and inspected for leaks. The newly installed line operates perfectly but at the time of testing it was determined that the pump itself that provides the circulation of the water supply and chemical mixing was cracked and unable to function without leaking. A new pump has been ordered and should be on site and installed in the next few weeks. Maintenance also included daily cleaning and calibrating of all our process analysis equipment and chemical injection pump maintenance.

Water Distribution System - In the distribution system, staff performed site inspections for all facilities and conducted manual reading of all remote tank/pump site meters and gages. We conducted annual maintenance including weed eating / spraying for weeds at all district fire hydrants and also conducted flushing of all the district's dead end water mains. We are anticipating to start hydrant flushing district wide in the next coming weeks. Once I have determined where we will be starting I will provide the locations so customers can be notified and it will be posted on our website.

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

Groundwater Wells - We continue to evenly operate the newly completed groundwater wells on a rotational basis, with one well operating at its design output at all times. The SCADA has been installed on the new wells, which now turns the operating well off when the raw water tank is full or the well water level is too low. We have found the pumping water level of these wells to perform as estimated in the well test report. We are still working the bugs out of the flow metering and SCADA and will be able to provide detailed pumping reports and conditions for each well by May 2017. Ranchito Well #1 has been renovated and we are waiting on a new meter for installation and a piping connection plan from Binkley and this well should be up and running by May 2017 as well.

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

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Treasurer's Report

Reporting Period: March 2017

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

* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$	163,422
Total Restricted:		<u>\$ 163,422</u>
Unrestricted:		
Checking	\$	41,896
Money Market - Working Capital	\$	302,937
Petty Cash	\$	<u>125</u>
Total Unrestricted:		<u>\$ 344,958</u>
Total Restricted & Unrestricted:		<u>\$ 508,380</u>

The district ended March 2017 with the following amounts affecting our financial status:

	Mar-2017	Year to Date
Sales & Business Revenue:	\$ 109,368	\$ 1,059,372
Total Operating Expenses:	\$ (71,944)	\$ (796,636)
Non-Operating Income/Expense:	\$ (19,043)	\$ (122,642)
Water Drought Income/Expense:	\$ (20,055)	\$ (146,271)
Change in Net Assets (P&L):	\$ (1,674)	\$ (6,177)
Net Cash Flow:	\$ (268,673)	\$ (115,864)

Accounts Receivable:

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water Drought Reimb
Current	\$ 575	\$ -	\$ -	\$ 93,201	\$ -
> 30 Days	\$ 34,406	\$ -	\$ -	\$ -	\$ -
> 60 Days	\$ 3,286	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 198	\$ -	\$ -	\$ -	\$ -
> 120 Days	\$ 19,010	\$ 188,094	\$ 5,241	\$ -	\$ -
Credits	\$ (14,790)				
Total	\$ 42,685	\$ 188,094	\$ 5,241	\$ 93,201	\$ -
Total Combined	\$ 323,980		\$ 5,241		\$ -
G/L Balance	\$ 323,980		\$ 5,241		\$ -
Difference	\$ -		\$ -		\$ -

* Amount of availability payments received: \$97,488

* Amount of availability payments outstanding: \$90,606

Accounts Payables:

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 25,351	\$ -	\$ 2,849
> 30 Days	\$ -	\$ -	\$ 3,184
> 60 Days	\$ -	\$ -	\$ 4,272
> 90 Days	\$ -	\$ -	\$ -
Credits	\$ -	\$ -	\$ -
Total	\$ 25,351	\$ -	\$ 10,305
G/L Balance	\$ 25,351	\$ -	\$ 10,305
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”.

Name	Title	Date
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Statement of Revenues and Expenses (P&L)
March 2017 & Year-To-Date Versus 6/30/17 Budget

		Mar-17	March vs Budget %	2016-2017 YTD	YTD vs Budget %	2016-2017 Budget	Remaining Budget
Revenue							
01-0-3010-302	Donated Capital - Meters Curre	-	#DIV/0!	25,000	#DIV/0!	-	(25,000)
01-0-4010-400	Water Sales Residential	14,174	6.71%	196,500	93.03%	211,229	14,729
01-0-4010-402	Water Availability Revenue	15,618	8.22%	140,553	73.98%	190,000	49,447
01-0-4010-403	Water Service Charges	79,027	8.42%	710,288	75.63%	939,101	228,813
01-0-4020-410	Interest Income - LAIF	-	0.00%	747	101.59%	735	(12)
01-0-4020-413	Int Inc Penalties - Customer	1,900	8.70%	18,228	83.50%	21,830	3,602
01-0-4020-414	Transfer Fee Income	550	7.75%	4,450	62.68%	7,100	2,650
01-0-4020-415	Other Income	270	7.11%	2,736	71.99%	3,800	1,064
01-0-4020-416	Meter Set Fee	-	0.00%	6,000	120.00%	5,000	(1,000)
01-0-4020-417	Interest Income Guaranty Fed	-	0.00%	9	6.07%	144	135
01-0-4020-901	Hydrant Rental	-	#DIV/0!	80	#DIV/0!	-	(80)
01-0-4020-902	Hydrant Consumption	-	#DIV/0!	49	#DIV/0!	-	(49)
01-0-4020-999	Avail Fee Income	-	0.00%	1,453	111.75%	1,300	(153)
01-0-4040-100	Lease Fee	900	4.41%	8,100	39.71%	20,400	12,300
01-0-4050-575	Office Fire Reimbursement	-	0.00%	-	0.00%	32,000	32,000
	Transfer From Reserve					-	
TOTAL REVENUE*		112,438	7.85%	1,114,191	77.77%	1,432,639	318,448
Expenses							
01-1-5010-100	Regular Pay - Plant	9,808	7.54%	86,038	66.11%	130,147	44,109
01-1-5010-101	Overtime Pay	414	2.07%	11,303	56.52%	20,000	8,697
01-1-5010-102	Sick Pay	406	7.08%	3,794	66.22%	5,730	1,936
01-1-5010-104	Vacation Pay	491	4.44%	5,197	47.06%	11,044	5,847
01-1-5010-105	Holiday Pay	337	4.33%	4,976	63.82%	7,796	2,820
01-1-5010-200	PERS	629	5.73%	6,687	60.94%	10,972	4,285
01-1-5010-201	FICA/Medicare	868	6.44%	9,229	68.48%	13,477	4,248
01-1-5010-202	SUI	-	0.00%	1,436	87.51%	1,641	205
01-1-5010-203	Health Insurance	6,900	14.43%	37,634	78.69%	47,828	10,194
01-1-5010-204	Workers Compensation	468	6.37%	3,790	51.59%	7,345	3,555
01-1-5010-206	Dental Insurance	390	7.94%	3,512	71.42%	4,917	1,405
01-1-5010-207	Vision Care	-	0.00%	-	0.00%	300	300
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	1,000	1,000
01-1-5020-501	Lease Of Equipment	-	0.00%	-	0.00%	2,211	2,211
01-1-5020-510	Repair & Maintenance - Plant	210	1.21%	33,498	193.55%	17,307	(16,191)
01-1-5020-511	Repair & Maintenance - Vehicle	1,213	4.93%	9,532	38.73%	24,614	15,082
01-1-5020-512	Repair & Maintenance - Distribution	156	0.26%	28,639	47.73%	60,000	31,361
01-1-5020-515	R&M Transmission - Intake	-	0.00%	18,278	169.24%	10,800	(7,478)
01-1-5020-520	Small Tools & Equipment	280	9.32%	802	26.73%	3,000	2,198
01-1-5020-522	Gas, Oil & Lubricant - Plant	673	4.60%	7,505	51.28%	14,637	7,132
01-1-5020-524	Health & Safety	2,394	42.04%	4,644	81.55%	5,695	1,051
01-1-5020-529	Telephone - T & D	535	6.92%	4,708	60.88%	7,733	3,025
01-1-5020-544	Water Testing Fees	1,870	15.27%	10,555	86.18%	12,247	1,692
01-1-5020-545	Water System Fees	-	0.00%	3,891	26.45%	14,709	10,818
01-1-5020-548	Water Testing Materials	-	0.00%	381	13.10%	2,909	2,528
01-1-5021-521	Water Treatment Chemicals	5,584	12.10%	42,147	91.33%	46,151	4,004
01-1-5021-524	P G & E Power - Office	187	7.58%	2,380	96.67%	2,462	82
01-1-5021-525	P G & E Power - Intake	5,481	8.65%	55,512	87.65%	63,332	7,820
01-1-5021-526	P G & E Power - Well	21	0.23%	203	2.13%	9,523	9,320
01-1-5021-527	P G & E Power - Water Treatment	1,436	5.78%	20,259	81.57%	24,836	4,577
01-1-5021-528	P G & E Power - Distribution	1,235	6.02%	18,833	91.72%	20,533	1,700
01-1-5021-529	P G & E Power - Well 2	341	8.54%	5,517	137.92%	4,000	(1,517)
01-1-5021-530	P G & E Power - Medina	563	14.07%	1,518	37.96%	4,000	2,482
01-1-5021-532	P G & E Power - Well 5/6	563	14.07%	1,518	37.96%	4,000	2,482
01-1-5021-561	Purchased Water Actual-mid-p	2,848	5.25%	45,551	83.99%	54,232	8,681
01-1-5023-533	Outside Services**	327	7.17%	5,480	120.21%	4,559	(921)
01-1-5023-535	Fire Protection/Weed Control	-	0.00%	-	0.00%	500	500
01-1-5023-537	Pest Control	32	7.94%	288	71.46%	403	115
01-1-5023-538	Engineering Services	770	5.13%	19,406	129.37%	15,000	(4,406)
01-1-5023-539	Employee Education	900	30.00%	900	30.00%	3,000	2,100
01-1-5024-540	Memberships	-	0.00%	328	31.11%	1,055	727
01-1-5024-542	Publications	-	0.00%	45	9.00%	500	455

	Mar-17	March vs Budget %	2016-2017 YTD	YTD vs Budget %	2016-2017 Budget	Remaining Budget	
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	349	29.08%	1,200	851
01-1-5032-583	Depreciation Expense	13,842	8.65%	122,204	76.38%	160,000	37,796
01-2-6010-100	Regular Pay - Administration	5,233	6.69%	59,885	76.57%	78,211	18,326
01-2-6010-101	Overtime Pay	64	1.11%	2,685	46.30%	5,800	3,115
01-2-6010-102	Sick Pay	256	108.08%	4,405	1858.77%	237	(4,168)
01-2-6010-104	Vacation Pay	411	8.76%	4,650	98.99%	4,697	47
01-2-6010-105	Holiday Pay	275	7.44%	3,383	91.63%	3,692	309
01-2-6010-200	PERS	438	7.65%	4,126	72.01%	5,730	1,604
01-2-6010-201	FICA/Medicare	529	7.30%	5,688	78.47%	7,248	1,560
01-2-6010-202	SUI	79	6.74%	889	75.59%	1,176	287
01-2-6010-203	Health Insurance	3,706	18.53%	17,544	87.70%	20,005	2,461
01-2-6010-204	Workers Compensation	46	6.36%	375	51.55%	727	352
01-2-6010-206	Dental Insurance	159	7.94%	1,434	71.43%	2,007	573
01-2-6010-207	Vision Care	-	0.00%	-	0.00%	200	200
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	161	13.41%	1,200	1,039
01-2-6020-512	Propane	-	0.00%	558	129.14%	432	(126)
01-2-6020-515	Customer Billing Supplies	-	0.00%	1,470	150.15%	979	(491)
01-2-6020-529	Telephone - Admin	293	7.14%	2,779	67.79%	4,099	1,320
01-2-6020-530	Office Supplies	65	1.56%	1,875	45.14%	4,153	2,278
01-2-6020-531	Postage	464	5.06%	5,060	55.17%	9,172	4,112
01-2-6023-531	Computer IT	1,835	8.51%	22,756	105.47%	21,576	(1,180)
01-2-6023-533	Outside Services	6,250	5.00%	79,034	63.23%	125,000	45,966
01-2-6023-535	Office Cleaning Serv	140	8.42%	1,300	78.17%	1,663	363
01-2-6023-536	Legal Services	-	0.00%	5,319	35.46%	15,000	9,681
01-2-6023-537	Audit Services	-	0.00%	7,000	100.00%	7,000	-
01-2-6023-539	Employee Education	-	0.00%	982	98.15%	1,000	18
01-2-6024-540	Memberships	-	0.00%	5,008	92.26%	5,428	420
01-2-6024-542	Publications	-	0.00%	1,100	113.87%	966	(134)
01-2-6024-547	County Fees	312	31.20%	506	50.60%	1,000	494
01-2-6024-999	County Avail Fee	-	0.00%	1,460	88.45%	1,651	191
01-3-6025-100	Regular Pay	300	3.61%	4,600	55.32%	8,316	3,716
01-3-6025-201	FICA/Medicare	23	3.61%	352	55.33%	636	284
01-3-6025-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	2,000	2,000
01-3-6025-550	Board Meeting Expense	-	0.00%	-	0.00%	1,000	1,000
01-3-6025-555	Board Election Expenses	-	0.00%	68	2.28%	3,000	2,932
01-9-6030-569	Credit Card Service Charges	393	8.74%	4,098	91.01%	4,503	405
01-9-6030-572	Business Insurance Expense	2,343	6.94%	29,824	88.35%	33,757	3,933
01-9-6030-576	Misc Other Expense	25	0.33%	224	3.00%	7,478	7,254
01-9-6030-577	Retired Employee Health	4,276	#DIV/0!	19,891	#DIV/0!	-	(19,891)
01-9-6030-580	Retired EE Benefit Expense	-	0.00%	-	0.00%	148,142	148,142
01-9-6031-580	Interest Long Term Debt	3,952	7.58%	34,816	66.73%	52,173	17,357
01-9-6032-583	Depreciation Expense	18	0.71%	326	13.03%	2,500	2,174
TOTAL EXPENSES*	94,057	6.48%	974,097	67.14%	1,450,899	476,802	
IRWMP (DWR) GRANT PROJECT EXPENSE							
01-9-6030-591	IRWMP Service Lines	90,741	12.58%	90,741	12.58%	721,287	630,546
01-9-6030-592	IRWMP Administrative Expenses	5,847		5,847			
01-9-6030-593	IRWMP Water Use Efficiency	-		-			
01-9-6030-589	IRWMP Project***	(81,668)	-77.66%	-	0.00%	105,156	105,156
TOTAL IRWMP GRANT PROJECT EXPENSE	14,920		96,588		826,443	735,702	
IRWMP GRANT PROJECT REVENUE							
TBD	IRWMP Service Line Replacement		0.00%		0.00%	721,287	721,287
TBD	IRWMP Regional Water Use Efficiency		0.00%		0.00%	87,630	87,630
TBD	IRWMP Grant Administration		0.00%		0.00%	85,000	85,000
TOTAL IRWMP GRANT REVENUE	-	0.00%	-	0.00%	893,917	893,917	
CARRYOVER WELL PROJECT EXPENSES							
01-1-5020-535	Water Supply Emergency 2014		#DIV/0!	42	#DIV/0!	-	(42)
01-9-6030-584	Well 2	468	#DIV/0!	92,370	#DIV/0!	-	(92,370)
01-9-6030-585	Medina Well	2,568	#DIV/0!	173,745	#DIV/0!	-	(173,745)
01-9-6030-586	Well 3/4		#DIV/0!	8,572	#DIV/0!	-	(8,572)
01-9-6030-587	Well 5	2,100	#DIV/0!	105,630	#DIV/0!	-	(105,630)

	Mar-17	March vs Budget %	2016-2017 YTD	YTD vs Budget %	2016-2017 Budget	Remaining Budget
01-9-6030-588 Well 6	-	#DIV/0!	-	#DIV/0!	-	-
TOTAL CARRYOVER PROJECTS EXPENSE	5,135	#DIV/0!	380,359	#DIV/0!	-	(380,359)
Net Income / (Loss)	(1,674)	-3.40%	(6,177)	-12.55%	49,214	380,219

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

** Oustisde services over budget due to emergency barge service

***IRWMP expenses allocated to their corrected accounts

New Capital Improvement Projects

01-0-1070-163	Structures - HVAC System****	-	0.00%	18,500	100.00%	18,500	-
01-0-1090-216	CIP-Auto Meter Read/Replace	4,500	#DIV/0!	4,500	#DIV/0!		(4,500)
01-0-1090-300	CIP-Filter Renovation Project****	225,811	90.32%	267,181	106.87%	250,000	(17,181)
01-0-1090-315	Intake Booster #2 Installation	1,103	2.21%	2,818	5.64%	50,000	47,183
TBD	Intake Pump Control Replacements	-	0.00%	-	0.00%	85,000	85,000
TBD	Intake Raw Water Pipeline Replacements	-	0.00%	-	0.00%	250,000	250,000
01-0-1090-305	Ranchito Well #1 Renovation	123	0.33%	34,148	90.79%	37,611	3,464
01-0-1090-313	Office Server Installation w/Software	-	0.00%	37,403	34.96%	107,000	69,597
01-0-1090-314	CIP-Barge Renovation****	683	3.41%	4,189	20.94%	20,000	15,811
TOTAL NEW CAPITAL IMPROVEMENT PROJECTS		232,218	28.38%	368,738	45.07%	818,111	449,373

****Budgeted amounts changed due to board approved resolutions

01-0-2040-233	Muni Finance Loan (Principal Payments)	36,491	51.76%	72,100	102.27%	70,500	(1,600)
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Recap of water drought related projects to show remaining budget amounts:

Account #	Account	2014-2015 YTD	2015-2016 YTD	2016-2017 YTD	Activity from Inception	Total Budget	Remaining Budget
01-9-6030-584	Water Supply Emergency 2014	132,505	142,608	42	275,155	21,000	(254,155)
01-9-6030-584	Well 2	142,298	236,703	92,370	471,371	392,760	(78,611)
01-9-6030-585	Medina Well	32,328	394,640	173,745	600,713	599,950	(763)
01-9-6030-586	Well 3/4	66,152	57,951	8,572	132,675	257,000	124,325
01-9-6030-587	Well 5	-	178,944	105,630	284,574	329,820	45,246
01-9-6030-588	Well 6	-	8,577	-	8,577	329,820	321,243
01-9-6030-589	Grant Application Services	-	79,907	-	79,907	80,000	93
01-9-6030-590	NBS rate evaluation	-	1,786	-	1,786	54,000	52,214
		373,283	1,101,117	380,359	1,854,759	2,064,350	209,591

Outstanding Well Grant Revenue*****

01-0-4020-418	Well 2 Grant Revenue	-	0.00%	121,532	49.11%	247,471	125,939
01-0-4020-419	Medina Well Grant Revenue	-	0.00%	217,678	39.52%	550,785	333,107
01-0-4020-420	Well 3 & 4 Grant Revenue	-	#DIV/0!	607	#DIV/0!		(607)
01-0-4020-421	Well 5 Grant Revenue *****	-	0.00%	(9,141)	-2.25%	407,135	416,276
		-		330,676		1,205,391	874,715

*****Outstanding Well Grant Revenue is included with Net Income above

*****Prior Well 5 Grant revenue budget was revised

LDPCSD Financials**Asset :**

Cash and investments
Restricted cash
Accts Receivable net of res
Water Drought Receivable
Inventory
Prpd expense & deposits
Deferred Outflow of Resources

**Statement of Net Assets (Balance Sheet)
for the month ending March 2017**

\$ 508,380
\$ -
\$ 175,250
\$ -
\$ 69,931
\$ 15,678
\$ 7,580
\$ 776,819

Total current assets

Property, plant & equipment
less depreciation
C I P

\$ 9,910,443
\$ (6,787,748)
\$ 1,271,193

Net P P & E

\$ 4,393,888

Other L T Assets**Total Assets** \$ 5,170,707**Liabilites:**

Accounts payable
Interest payable
Water Accrual
Accrued Payroll
L T debt, current

\$ 25,351
\$ 1,840
\$ 10,305
\$ 44,996
\$ 75,713

Total current liab

\$ 158,205

L T debt

Post Retirement Benefit
Net Pension Liability
Deferred Inflow of Resources
Muni Loan
less current above

\$ 932,016
\$ 124,566
\$ 44,882
\$ 893,306
\$ (75,713)

Total Liabilites

\$ 2,077,262

Net assets

\$ 3,093,445

Total liab & net ass't

\$ 5,170,707

<u>Vendor</u>	<u>Check Amount</u>
000004 Dept. of Housing-Community Dev	114.00
000012 AQUA LAB	1,275.00
000065 KKI CORPORATION	474.10
000067 GENERAL PLUMBING SUPPLY CO., I	210.25
000076 USPS	456.49
000091 VALERO MARKETING & SUPPLY	324.71
000105 PACIFIC GAS & ELECTRIC	4,789.72
000106 BINKLEY ASSOCIATES, INC	2,852.50
000118 D & D PEST CONTROL *	32.00
000136 AT&T	821.08
000152 ERS INDUSTRIAL SERVICE	225,810.70
000157 CITY NATIONAL BANK	59,503.04
000165 ACWA/JPIA	7,441.29
000196 AQUA SIERRA CONTROLS, INC	1,436.10
000203 GRISWOLD, LaSALLE, COBB, DOWD	357.75
000299 CALIFORNIA RURAL WATER ASSOC.	900.00
0003221 KAMPA COMMUNITY SOLUTIONS LLC	6,250.00
000383 BUSINESS CARD	1,405.28
000442 KAMPS PROPANE INC.	491.89
000550 LUIS'S HOUSEKEEPING / YARDS	280.00
000564 TOTAL WASTE SYSTEMS MARIPOSA	126.72
000585 MO CAL OFFICE SOLUTIONS	100.61
000623 MOUNTAIN ALARM INC	468.00
000635 Contractor Compliance And Monitoring Inc	935.00
000700 Merced Chevrolet	748.25
00071 Mother Lode Answering Service	260.00
005245 PACIFIC METER SERVICES INC	4,500.00
019970 NJIRICH & SON'S INC	18,945.13
10107 HD Supply Water Works, LTD	205.16
660108 VERIZON WIRELESS	316.14
702 Warnerdam CPA Group	2,500.00
UB*10506 MR & MRS GLEN MC GUIRE	144.16
UB*10507 KENT SMITH	91.70
UB*10508 TERI KELLY	100.00
UB*10509 VINCENT TOMASELLO	43.00
UB*10510 TIMOTHY & COLLETTE WATTS	153.30
UB*10511 JP MORGAN CHASE BANK, NA	117.96
Report Total:	344,981.03

Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road
February 22nd, 2017 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.

President Johnson called the meeting to order at 10:11 a.m.

Directors present: Johnson, Hankemeier, Sult, Ross, and Warren

Also present: IGM P. Kampa

Also present: Staff S. Marchesiello

Also Present Auditor J. Blomberg

Note: Item b. was presented first. The meeting was adjourned at 11:27 a.m. and reconvened at 12:00 p.m. due to Auditor Blomberg arriving after 11:27 due to a road detour.

2. DISCUSSION AND ACTION ITEMS

- a. Presentation and acceptance of the annual audit of the district's financial statements for the 2015/16 fiscal year.

Presentation given by John Blomberg – (See attached audit report)

Motion: To approve the 2015/16 annual audit

Votes: Carried 5-0

First: Hankemeier Second: Ross

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

Nays: None

- b. Educational presentation covering the District finances and related requirements, standards and policies as well as detailed review of the monthly Treasurer's Report.

Presentation given by GM P. Kampa – (See attached presentation)

3. ADJOURNMENT: 12:55 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road
February 22nd, 2017 at 1:00 p.m.

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

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

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

Directors present: Johnson, Hankemeier, Sult, Ross, and Warren

Also present: IGM P. Kampa

Also present: Staff S. Marchesiello

2. PUBLIC COMMENT:

The board received one public comment

3. 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 January 2017 Treasurer's Report
- b. Approval of the Minutes of the Special Board Meeting January 18th, 2017
- c. Read and file the General Manager's Report for January 2017
- d. Read and file the Chief Plant Operator's Report for January 2017

Motion: To approve items a,b,c, and d on the consent calendar

Votes: Carried 5-0

First: Ross Second: Hankemeier

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

Nays: None

4. DISCUSSION AND ACTION ITEMS

- a. Approval of a partnership with UC Merced on activities related to water conservation and understanding the impact of changes in water supply on the health and well-being of the community

Motion: To approve the recommended motion to approve a partnership with UC Merced on activities related to water conservation and impact of changes in water supply on the health and well-being of the community

Votes: Carried 4-1

First: Sult Second: Hankemeier

Ayes: Sult, Hankemeier, Johnson, and Warren

Nays: Ross

- b. Report regarding the status of the emergency groundwater well projects including completion status, grant funding and expenses related to each well

Report - No action taken

- c. Staff presentation and discussion regarding the status of District operation, water system maintenance, fleet maintenance, weaknesses and opportunities for improvement

This item will be placed on a future agenda.

- d. Discussion/action regarding the development of management/performance objectives for the General Manager

Consensus of the Board to have the personnel committee review and provide management objectives for the General Manager

- e. Adopt resolution approving a revised policy on Board meeting agenda preparation.

Motion: To approve the recommended motion to adopt the resolution approving a revised policy on board meeting agenda preparation.

Votes: Carried 5-0

First: Ross Second: Hankemeier

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

Nays: None

5. ADJOURNMENT: 3:26 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

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

Directors
Danny Johnson, President
Dan Hankemeier, Vice President
Emery Ross
Russell Warren
James Sult

Regular Meeting Minutes of the Board of Directors

**9751 Merced Falls Road
March 20, 2017, at 1:00 p.m.**

- 1. CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:
The Board of Directors of the Lake Don Pedro Community Services District held a regular meeting at 9751 Merced Falls Rd., La Grange, CA 95329. President Hankemeier called the meeting to order at 1:03 p.m.
Directors present: Hankemeier, Ross, and Warren
Directors absent: Johnson, and Sult
Also present: IGM P. Kampa
Also present: Staff S. Marchesiello
- 2. PUBLIC COMMENT:**
The board received two public comment
- 3. PRESENTATION ONLY:**
 - a. Presiding Officer's Report
None given at this time
 - b. Interim Manager's Report: Peter J. Kampa
Presented by G.M. P. Kampa
 - c. Chief Plant Operator's Report: R. Gilgo
Report provided in the board packet
- 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 February 2016 Treasurer's Report

Motion: To approve the consent calendar

Votes: Carried 3-0

First: Ross Second: Warren

Ayes: Ross, Warren, and Hankemeier

Nays: None

5. DISCUSSION AND ACTION ITEMS:

- a. Adoption of a Resolution approving a Public Records Request Response Policy

Motion: To approve the resolution approving a public record response policy

Votes: Carried 3-0

First: Warren Second: Hankemeier

Ayes: Warren, Hankemeier, and Ross

Nays: None

- b. Adoption of a Resolution approving a Debt Management Policy

Motion: To approve the resolution approving a debt management policy

Votes: Carried 3-0

First: Ross Second: Hankemeier

Ayes: Ross, Hankemeier, and Warren

Nays: None

- c. Discussion and Action on the Water Use Efficiency Project in response to the results of the Water Conservation Survey and IRWMP grant scope of work

Motion: To approve the recommended motion to direct staff to negotiate a scope of work and contract with a third-party program coordinator and to prepare the final water use efficiency program description, public workshop plan, outreach and marketing plan and incentive/reimbursement program terms and conditions

Votes: Carried 3-0

First: Ross Second: Warren

Ayes: Ross, Warren, and Warren

Nays: None

6. DIRECTORS COMMENTS:

None given

Closed open session – 2:47 p.m.

7. CLOSED SESSION

Conference with Real Property Negotiator

The Board will confer with its appointed negotiator, General Manager Peter J. Kampa to discuss price, terms and conditions of a potential real estate transaction related to the proposed lease of a portion of tank site property by AT&T for the purpose of installation of high speed internet communication equipment. Property Owner: Lake Don Pedro CSD, Location: Arbolada Water Tank, Mariposa County Assessor's Parcel 019-090-003-0.

Report out: No action taken

Resume open session – 3:15 p.m.

8. ADJOURNMENT: 3:16 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

Lake Don Pedro Community Services District

Special Meeting of April 20th, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- a. Adoption of a resolution approving an agreement with ATT/Cingular Wireless for the lease of antenna space adjacent to the Arbolada water tank, AP. No 019-090-003-0

Recommended Action

Staff recommends the following motion:

I move to adopt the resolution approving an agreement with ATT/Cingular Wireless for the lease of antenna space adjacent to the Arbolada water tank, AP. No 019-090-003-0

Background

The Board has met in closed session to outline acceptable terms and conditions for an agreement with ATT to provide enhanced internet and phone service in Don Pedro through the installation of a tower on the Arbolada tank property. An agreement has been reached in accordance with the Board's direction and is attached for your approval by resolution.

The 5 year, renewable lease agreement includes rent payments of \$1800 monthly, an Option payment of \$1000 during project planning and a \$2000 payment to cover legal and engineering review of the project. The rent increases annually.

Market: Northern California
Cell Site Number: CVL03056
Search Ring Name: Granite Springs
Cell Site Name: Granite Springs (CA)
Fixed Asset Number: 13787672

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Lake Don Pedro Community Services District, having a mailing address of 9751 Merced Falls Road, La Grange, CA 95329 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located in the unincorporated area of the County of Mariposa, State of California [APN: 019-090-0030 & 076-070-180-0] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately one thousand forty-four (1,044) square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility (as defined in Section 2 below).

(b) During the Option Term (as defined in Section 1(c) below), and during the Term (as defined in Section 3(d) below) of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use (as defined in Section 2 below), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional six (6) months (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two and one-half percent (2½%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Within forty-five (45) days after the Effective Date, Tenant will pay to Landlord a one-time administrative fee in the amount of Two Thousand and No/100 Dollars (\$2,000.00) in connection with Landlord's review and execution of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as

Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12 following Landlord's receipt of written notice from Tenant and the expiration of the cure period set forth in Section 15(b)(i) below, then such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not to remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after Tenant's receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after Tenant's receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after Landlord's receipt of written notice from Tenant of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after Landlord's receipt of written notice from Tenant of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after Landlord's receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) any Affiliate of Tenant, (b) any entity with a net worth of at least Twenty Million Dollars (\$20,000,000), or (c) any entity that acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent only to an Affiliate of Tenant. Tenant may not otherwise assign this Agreement, or sublease the Premises, without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the foregoing, in the event that Tenant subleases or licenses portions of the antenna support structure comprising a portion of the Communication Facility to a third party (other than to an Affiliate of Tenant) (a "**Subsequent User**"), then Tenant shall include a condition in its sublease, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Landlord for separate ground space on the Property with Landlord. Landlord covenants and agrees that it shall make such additional ground space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Landlord and Tenant agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this Section regarding the potential for subletting or licensing of space to Subsequent Users. Any sublease or license that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site No.: CVL03056
 Search Ring Name: Granite Springs
 Cell Site Name: Granite Springs (CA)
 Fixed Asset No.: 13787672
 575 Morosgo Drive NE
 Suite 13F, West Tower
 Atlanta, GA 30324

With a copy to AT&T Legal Department:

 New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department – Network Operations
 Re: Cell Site No.: CVL03056
 Search Ring Name: Granite Springs
 Cell Site Name: Granite Springs (CA)
 Fixed Asset No.: 13787672
 208 S. Akard Street
 Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement

transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site No.: CVL03056
Search Ring Name: Granite Springs
Cell Site Name: Granite Springs (CA)
Fixed Asset No.: 13787672
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9 & CA FTB Form 590
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's

prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Lake Don Pedro Community Services District

By: _____
Print Name: Danny Johnson
Its: President
Date: _____, 2017

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2017

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 27

to the Option and Lease Agreement dated _____, 2017, by and between Lake Don Pedro Community Services District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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

PARCEL ONE:

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: 019-090-0030

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

PARCEL TWO:

LOT 1297 AS SHOWN ON THE MAP ENTITLED, "LAKE DON PEDRO SUBDIVISION UNIT NO. 3", WHICH MAP WAS FILED IN THE OFFICE OF THE TUOLUMNE COUNTY RECORDER ON OCTOBER 16, 1968 IN BOOK 4, PAGE 8 OF SUBDIVISIONS.

APN: 076-070-180-0

The Premises are described and/or depicted as follows:

[Plan Set Dated April 6, 2017, Prepared by MST Architects, and Consisting of Twenty-Six (26) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE: _____

Building Staff / Security Staff
Lake Don Pedro Community Services District

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

**Recording Requested by
& When Recorded Return to:**

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

**APN: 019-090-0030 &
076-070-180-0**

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: CVL03056
Search Ring Name: Granite Springs
Cell Site Name: Granite Springs (CA)
Fixed Asset #: 13787672
State: California
County: Mariposa

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2017, by and between Lake Don Pedro Community Services District, having a mailing address of 9751 Merced Falls Road, La Grange, CA 95329 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Lake Don Pedro Community Services District

By: _____
Print Name: Danny Johnson
Its: President
Date: _____, 2017

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2017

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2017, by and between Lake Don Pedro Community Services District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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

PARCEL ONE:

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: 019-090-0030

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

PARCEL TWO:

LOT 1297 AS SHOWN ON THE MAP ENTITLED, "LAKE DON PEDRO SUBDIVISION UNIT NO. 3", WHICH MAP WAS FILED IN THE OFFICE OF THE TUOLUMNE COUNTY RECORDER ON OCTOBER 16, 1968 IN BOOK 4, PAGE 8 OF SUBDIVISIONS.

APN: 076-070-180-0

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Mariposa County
Appears on Following Page]

W-9 FORM

[IRS W-9 (Revised December 2014) Appears On Following Page]

CA FTB FORM 590

[2017 CA FTB Form 590 Appears On Following Page]

2017 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____ ZIP code _____

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

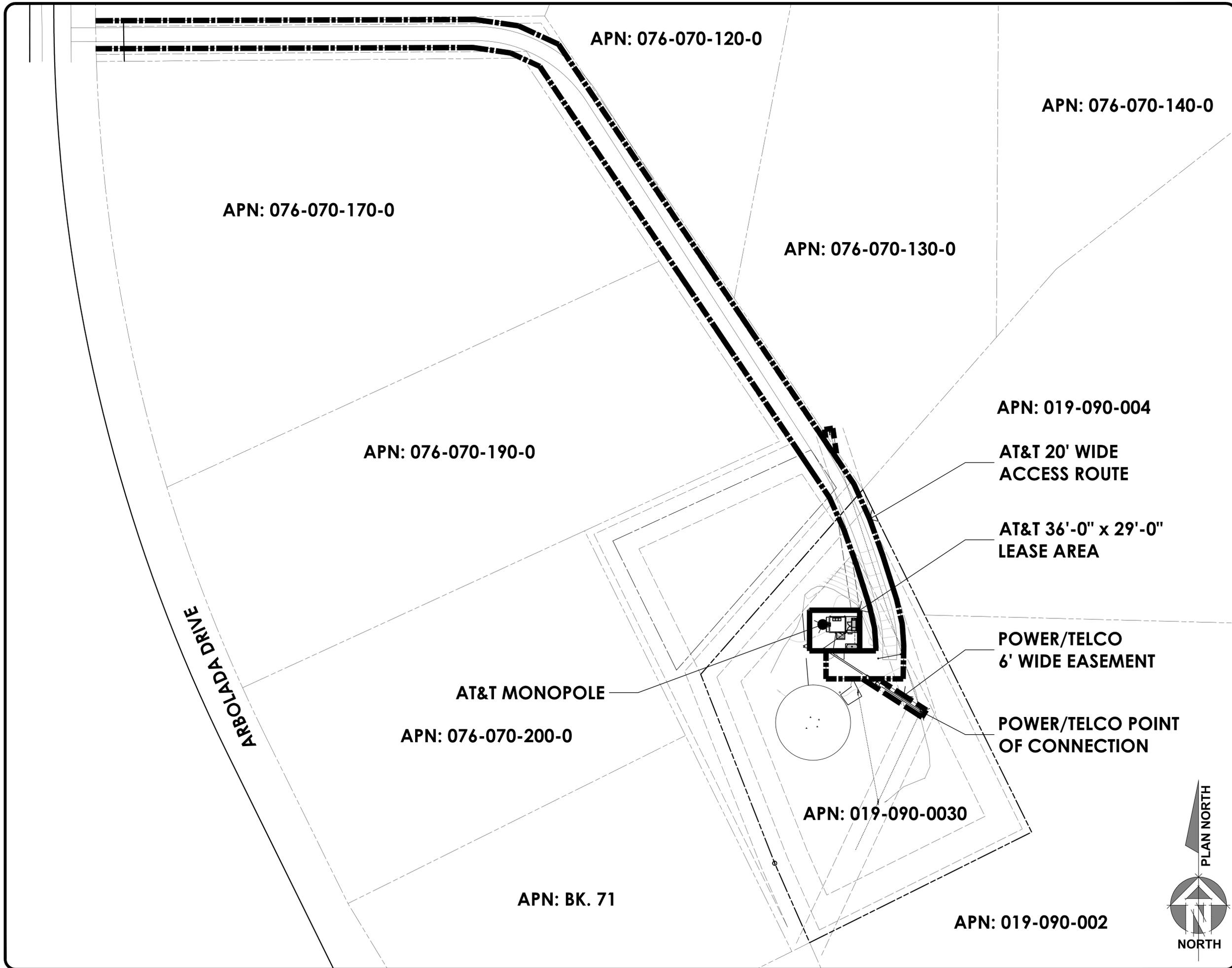
CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____



MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815



at&t

2600 CAMINO RAMON,
4W850 N
SAN RAMON, CA 94583

LEASE / MOL
EXHIBIT

PROJECT

NAME:

GRANITE SPRINGS

NUMBER:

CVL03056

ADDRESS:

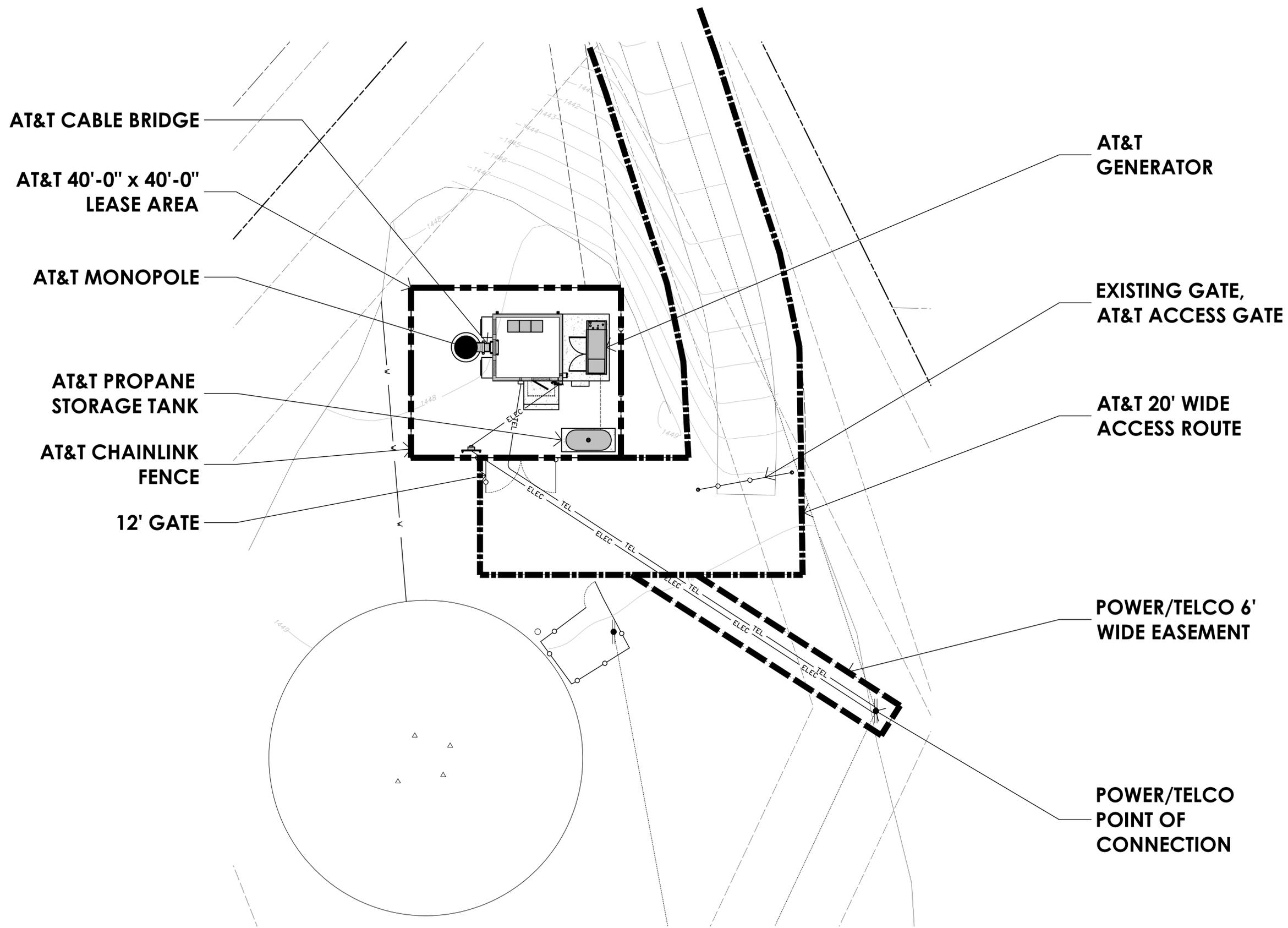
ENRAMADA DRIVE
LA GRANGE
JURISDICTION:
MARIPOSA COUNTY

EXHIBIT

1

1 OF 3

SCALE: N.T.S.



AT&T CABLE BRIDGE

AT&T 40'-0" x 40'-0" LEASE AREA

AT&T MONOPOLE

AT&T PROPANE STORAGE TANK

AT&T CHAINLINK FENCE

12' GATE

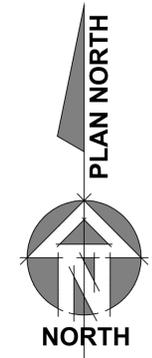
AT&T GENERATOR

EXISTING GATE, AT&T ACCESS GATE

AT&T 20' WIDE ACCESS ROUTE

POWER/TELCO 6' WIDE EASEMENT

POWER/TELCO POINT OF CONNECTION



MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815



at&t

2600 CAMINO RAMON,
4W850 N
SAN RAMON, CA 94583

LEASE / MOL
EXHIBIT

PROJECT

NAME:

GRANITE SPRINGS

NUMBER:

CVL03056

ADDRESS:

ENRAMADA DRIVE
LA GRANGE
JURISDICTION:
MARIPOSA COUNTY

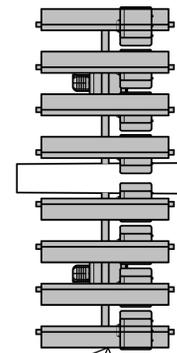
EXHIBIT

1

2 OF 3

SCALE: N.T.S.

PROPOSED AT&T
ANTENNAS 100'-0"



PROPOSED AT&T
CABLE BRIDGE

AT&T 12'-0" WIDE
ACCESS GATE

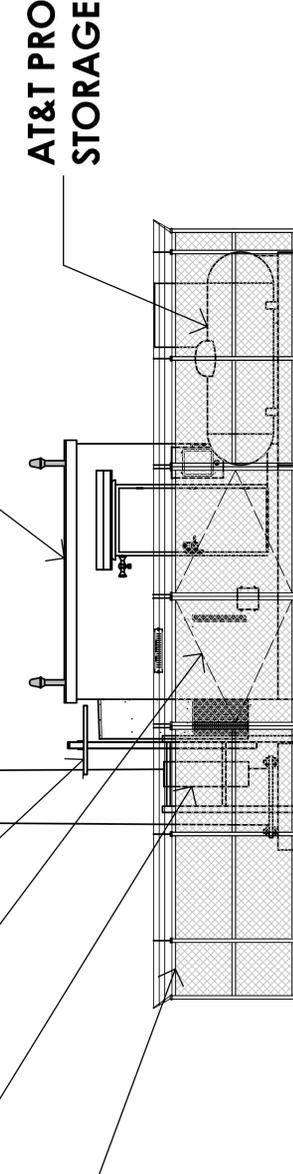
AT&T 200A SERVICE
METER & DISCONNECT

AT&T 6'-0" TALL CHAIN
LINK FENCE WITH
BARBED WIRE

PROPOSED 104'
AT&T MONOPOLE

AT&T EQUIPMENT
SHELTER

AT&T PROPANE
STORAGE TANK



MST ARCHITECTS

1520 RIVER PARK DRIVE
SACRAMENTO, CA 95815



at&t

2600 CAMINO RAMON,
4W850 N
SAN RAMON, CA 94583

LEASE / MOL
EXHIBIT

PROJECT

NAME:

GRANITE SPRINGS

NUMBER:

CVL03056

ADDRESS:

ENRAMADA DRIVE
LA GRANGE
JURISDICTION:
MARIPOSA COUNTY

EXHIBIT

1

3 OF 3

SCALE: N.T.S.

RESOLUTION 2017 - ____

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
APPROVING AN AGREEMENT WITH ATT/CINGULAR WIRELESS FOR
THE LEASE OF ANTENNA SPACE ADJACENT TO THE ARBOLADA
WATER TANK, AP NO. 019-090-003-0

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 has entered into negotiations with ATT/Cingular Wireless at their request for the lease of a portion of a District owned tank site property; and

WHEREAS, an agreement has been reached between the District and ATT/Cingular Wireless for the lease of said property, Mariposa County Assessors Parcel No. 019-090-003-0; and

WHEREAS, the District property has been determined by suitable for the communication equipment and the service provided by ATT from the site deemed advantageous to the residents of Don Pedro and the vicinity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the Lease Agreement with ATT/Cingular Wireless included herein, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on April 20, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello, Secretary

CERTIFICATE OF
SECRETARY (STATE OF
CALIFORNIA) (COUNTY OF
MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on April 20, 2017.

Lake Don Pedro Community Services District

Special Meeting of April 20th, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- b. Review of UC Merced Survey on drought/health impacts

Recommended Action

Staff recommends the following motion:

This item is presentation only and does not require a motion unless changes are required

Background

During the February 2017 Board meeting, a student and instructor representing UC Merced received Board support to partner with the District in water conservation outreach and approval to include a UC Merced generated survey in a newsletter to customers. The cost of the survey distribution is paid by UC Merced.

In its approval, the Board requested review of the survey prior to its final distribution to customers. Graduate Student Amber Arroyo has prepared the final draft survey, attached, under the authority of UC Merced. This survey is presented for your final review, respecting that its content is designed by Ms. Arroyo to receive specific feedback and should not be modified, unless deemed necessary by the Board.

Note to LDPCSD Board Members: The layout of the questionnaire will change but the text will remain the same. Individuals taking the survey will not see the title of each section (denoted in bold). We plan to upload the questions in Qualtrics (an online survey system), and print paper versions from there.

All of the questionnaires incorporated in this survey are empirically validated (their validity has been tested, reviewed, and approved by different research teams and universities) and are commonly used in research.

Please do not hesitate to email the researchers with any questions, comments or clarifications about the survey.

Amber Arroyo, aarroyo22@ucmerced.edu

Dr. Jitske Tiemensma, jtiemensma@ucmerced.edu

RESEARCH PARTICIPANT CONSENT FORM

The effect of drought in the Don Pedro community
Dr. Jitske Tiemensma Ph.D.
Psychological Sciences
University of California, Merced

Purpose of Research: The Lake Don Pedro community is dependent on water from Lake McClure which has had water levels as low as 7% its normal capacity. We are interested in how changes in water supply affects residents in the Lake Don Pedro community. We expect that this research will advance the current state of knowledge on the effects of drought on individuals. We hope this research will aid other communities facing severe drought in the future.

Specific Procedures to be Used: We will ask you a series of questions about water and drought in survey form. You can halt, take a break, or drop out of the study at any time without repercussion. While our hope is that you complete the survey, you may choose not to do so at any time with no penalty. You must be 18 years or older and a resident of the Lake Don Pedro community to participate in this survey.

Survey: We will ask you to complete a survey with closed questions about changes in water supply and how you have handled drought. Please respond honestly. There are no right or wrong answers.

Duration of Participation: This study consists of a survey. Participation should not exceed 20-30 minutes. At the end of the survey, we will ask if you would like to be contacted approximately once a month to fill out more surveys for this study. You will receive a \$5 Walmart gift card for each survey completed. You can complete these surveys up until you request that we no longer contact you about taking the surveys, or until you decide to move out of the Lake Don Pedro community (if you choose to do so).

Extra Cost to Participant: None.

Risk to the Individual: Risks are considered minimal. There is a risk of breach of confidentiality. Safeguards are in place to minimize the risk of breach of confidentiality. Your survey answers will be coded with a number. A copy of this consent form will be stored separately from the data we have collected.

Benefits to the Individual or Others: Society may benefit from this research by gaining a better understanding of the drought in California, and the way people handle the drought. If you choose to participate in this study, you will be given a \$5 Walmart gift card for each survey you complete. Participation in this study will have no direct benefit to you personally.

Confidentiality: No identifying information will be collected with the data and answers you provided. Data will be stored electronically in a locked office when not in use. The project's research records may be reviewed by departments at University of California Merced responsible for regulatory and research oversight. Absolute confidentiality cannot be guaranteed, since research documents are not protected from subpoena.

Voluntary Nature of Participation: You do not have to participate in this study. If you agree to participate you can withdraw your participation at any time without penalty. Remember, your participation in this study is voluntary. If you are under the age of 18 you may not participate in this research study.

Local counseling services: Mariposa County's Health Department offers local counseling services upon request.

Please feel free to contact Angela Phillips (Clinical supervisor, Mental Health Counseling Marisposa County) at 209-966-2000.

Contact Information: If you have any questions about this study, you can contact Dr. Jitske Tiemensma at **jtiemensma@ucmerced.edu** in the Department of Psychological Sciences. The UC Merced IRB has the responsibility for identifying and reviewing all human research activities conducted by, or involving, UCM students and employees to ensure that the research is justifiable and that all human participants be protected from unnecessary harms and risks. If you have any concerns or complaints about this study, you may address them with Ramesh Balasubramaniam, Chair of the IRB, at (209) 383-8655, or irbchair@ucmerced.edu.

Documentation of Informed Consent:

You have been given the opportunity to read the above information and you are prepared to participate in the research project described above.

I have read and understood the Research Participant Consent Form and I agree to participate in this study:

- Yes
- No

Overall functioning

Read each of the statements below and then place a line or cross on the bar below the statement to indicate how you feel. There are no right or wrong answers. Do not spend too much time on any one statement but give the answer which best describes how you have been feeling.

1) How stressed in general have you felt during the last month?

Not at all stressed |-----| Extremely stressed

2) How stressed have you felt about the drought this past month?

Not at all stressed |-----| Extremely stressed

3) I feel I can cope with the drought

Not at all |-----| Very well

4) I feel anxious when I think about the drought

Not at all |-----| Extremely anxious

5) I feel stressed when I think about the drought

Not at all stressed |-----| Extremely stressed

6) During the past month, I have had diarrhea often

Not once |-----| Every day

7) Overall, I am happy

Very unhappy |-----| Very happy

8) Overall, I am satisfied with my life

Very unsatisfie |-----| Very satisfied

9) I think that I do a good job at work

Not at all well |-----| Extremely well

10) How many times have you missed work this month because you were sick?

11) How many times did you visit a doctor this month?

Brief Cope

These items deal with ways you've been coping with the stress in your life. There are many ways to try to deal with problems. These items ask what you've been doing to cope with the fluctuating water supply.

Obviously, different people deal with things in different ways, but we are interested in how you've tried to deal with it. Each item says something about a particular way of coping. We want to know to what extent you've been doing what the item says. How much or how frequently. Don't answer on the basis of whether it seems to be working or not—just whether or not you're doing it. Make your answers as true FOR YOU as you can.

1 = I haven't been doing this at all; 2 = I've been doing this a little bit; 3 = I've been doing this a medium amount; 4 = I've been doing this a lot

1. I've been turning to work or other activities to take my mind off things.
2. I've been concentrating my efforts on doing something about the situation I'm in.
3. I've been saying to myself "this isn't real."
4. I've been using alcohol or other drugs to make myself feel better.
5. I've been getting emotional support from others.
6. I've been giving up trying to deal with it.
7. I've been taking action to try to make the situation better.
8. I've been refusing to believe that it has happened.
9. I've been saying things to let my unpleasant feelings escape.
10. I've been getting help and advice from other people.
11. I've been using alcohol or other drugs to help me get through it.
12. I've been trying to see it in a different light, to make it seem more positive.
13. I've been criticizing myself.
14. I've been trying to come up with a strategy about what to do.
15. I've been getting comfort and understanding from someone.
16. I've been giving up the attempt to cope.
17. I've been looking for something good in what is happening.
18. I've been making jokes about it.
19. I've been doing something to think about it less, such as going to movies, watching TV, reading, daydreaming, sleeping, or shopping.
20. I've been accepting the reality of the fact that it has happened.
21. I've been expressing my negative feelings.
22. I've been trying to find comfort in my religion or spiritual beliefs.
23. I've been trying to get advice or help from other people about what to do.
24. I've been learning to live with it.
25. I've been thinking hard about what steps to take.
26. I've been blaming myself for things that happened.
27. I've been praying or meditating.
28. I've been making fun of the situation.

State Trait Anxiety Inventory (short version)

A number of statements which people have used to describe themselves is given below. Read each statement and then circle the appropriate number to the right of the statement to indicate how you feel *right now*, that is, *in this moment*. There are no right or wrong answers. Do not spend too much time on any one statement but give the answer which seems to describe your present feelings best.

- | | | | | |
|-------------------|----------------|--------------|-------------------|------------------|
| 1. I feel calm | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |
| 2. I am tense | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |
| 3. I feel upset | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |
| 4. I am relaxed | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |
| 5. I feel content | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |
| 6. I am worried | 1 (not at all) | 2 (somewhat) | 3 (moderately so) | 4 (very much so) |

Personal Hygiene Survey

- | | | | | |
|--|-----------|---------------|--------------|----------|
| 1) I always wash my hands before having food | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 2) I use soap to wash my hands | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 3) I use alternatives to soap (ash, etc) | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 4) I always wash my hands after using the toilet | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 5) I bathe daily | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 6) I wash my hair a minimum of once a week | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 7) I always wear washed clothes | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 8) I wear clean and washed socks daily | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |
| 9) I brush my teeth twice a day | 1. Always | 2. Frequently | 3. Sometimes | 4. Never |

Have you taken any steps to conserve water? If yes, could you list them below:

Center for Epidemiologic Studies-Depression Survey

Following is a list of the ways you might have felt or behaved. Please indicate how often you have felt this way DURING THE PAST WEEK.	Rarely or none of the time (Less than 1 day)	Some or a little of the time (1-2 days)	Occasionally or a moderate amount of time (3-4 days)	Most of the time (5-7 days)
I was bothered by things that usually don't bother me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I did not feel like eating; my appetite was poor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt that I could not shake off the blues even with help from my family or friends.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt that I was just as good as other people.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I had trouble keeping my mind on what I was doing.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt depressed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt that everything I did was an effort.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt hopeful about the future.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I thought my life had been a failure.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt fearful.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My sleep was restless.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I was happy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I talked less than usual.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt lonely.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
People were unfriendly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I enjoyed life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I had crying spells.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt sad.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt that people dislike me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I could not get "going."	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SF-36 INSTRUCTIONS: This set of questions asks for your views about your health. This information will help keep track of how you feel and how well you are able to do your usual activities. Answer every question by marking the answer as indicated. If you are unsure about how to answer a question please give the best answer you can.

1. In general, would you say your health is: (Please tick **one** box.)

Excellent

Very Good

Good

Fair

Poor

2. During the past 4 weeks, have you had any of the following problems with your work or other regular daily activities as a result of any emotional problems (e.g. feeling depressed or anxious)?

(Please circle one number on each line.)

	Yes	No
2(a) Cut down on the amount of time you spent on work or other activities	1	2
2(b) Accomplished less than you would like	1	2

3(c)	Didn't do work or other activities as carefully as usual	1	2
------	---	---	---

4. During the past 4 weeks, to what extent has your physical health or emotional problems interfered with your normal social activities with family, friends, neighbors, or groups? (Please tick **one** box.)

Not at all

Slightly

Moderately

Quite a bit

Extremely

5. How much physical pain have you had during the past 4 weeks? (Please tick **one** box.)

None

Very mild

Mild

Moderate

Severe

Very Severe

6. During the past 4 weeks, how much did pain interfere with your normal work (including both work outside the home and housework)? (Please tick **one** box.)

Not at all

A little bit

Moderately

Quite a bit

Extremely

7. These questions are about how you feel and how things have been with you during the past 4 weeks. Please give the one answer that is closest to the way you have been feeling for each item.

(Please circle one number on each line.)

	All of the Time	Most of the Time	A Good Bit of the Time	Some of the Time	A Little of the Time	None of the Time
8(a) Did you feel full of life?	1	2	3	4	5	6
8(b) Have you been a very nervous person?	1	2	3	4	5	6
8(c) Have you felt so down in the dumps that nothing could cheer you up?	1	2	3	4	5	6
8(d) Have you felt calm and peaceful?	1	2	3	4	5	6
8(e) Did you have a lot of energy?	1	2	3	4	5	6
8(f) Have you felt downhearted and blue?	1	2	3	4	5	6
8(h) Did you feel worn out?	1	2	3	4	5	6
8(i) Have you been a happy person?	1	2	3	4	5	6
8(j) Did you feel tired?	1	2	3	4	5	6

9. During the past 4 weeks, how much of the time has your physical health or emotional problems interfered with your social activities (like visiting with friends, relatives etc.) (Please tick **one** box.)

All of the time

Most of the time

Some of the time

A little of the time

None of the time

10. How TRUE or FALSE is each of the following statements for you?

(Please circle one number on each line.)

	Definitely True	Mostly True	Don't Know	Mostly False	Definitely False
11(a) I seem to get sick a little easier than other people	1	2	3	4	5
11(b) I am as healthy as anybody I know	1	2	3	4	5
11(c) I expect my health to get worse	1	2	3	4	5

11(d) My health is excellent	1	2	3	4	5
------------------------------	---	---	---	---	---

Response to stress - family stress

Even when things are going well almost everyone still has some tough times getting along with people in their family, like children, step-children, spouses, and significant others. Please select the number indicating how stressful the following things have been for you in the last month.

1= Not at all; 2= A little; 3= somewhat; 4= Very

1. Arguing with your child(ren)
2. Arguing with your spouse or significant other
3. Your children competing with each other
4. Your children arguing or fighting with each other
5. Your children not being as close to each other as you would like
6. Your spouse or significant other not understanding you
7. Having a hard time talking with your child(ren)
8. Your children not respecting each other's property
9. Your child(ren) having problems with your spouse or significant other
10. Not spending as much time as you would like to with your child(ren)
11. Not spending as much time as you would like to with your spouse or significant other
12. Having other kinds of problems in your family

Explain: _____

Circle the number that shows how much control you think you have over these problems:

1. None; 2. A little; 3. Some; 4. A lot

Additional Questions

1(a) Do you think your community has a chance of running out of water in the future? (Please circle your response). Yes No

1(b) If yes, in how many months do you think your community will run out of water?

2) How did you feel during the drought? (Please explain in the space provided below)

General information

As a reminder, all information provided to us will be stored in a secure location. Your data will be coded by a number that cannot be used to identify you or your children.

- 1) name
- 2) address
- 3) email address
- 4) phone number
- 5) What is your date of birth (mm/dd/yyyy)?

- 6) What is your race/ethnicity?
- African-American
 - Hispanic
 - Asian/Pacific Islander
 - White (non-Hispanic)
 - Other, please specify _____
- 7) What is your highest level of education completed?
- No degree
 - High School degree or equivalent (e.g., GED)
 - Associate's degree or occupational degree
 - College graduate (Bachelor's degree)
 - Professional degree (MD, DDC, JD, etc)
 - Graduate degree (MA, MS, PhD, EdD, etc)
- 8) What is your total annual household income from all sources, before taxes?
- Less than \$12,000
 - More than \$12,000 but less than \$16,000
 - More than \$16,000 but less than \$20,000
 - More than \$20,000 but less than \$25,000
 - More than \$25,000 but less than \$30,000
 - More than \$30,000 but less than \$50,000
 - More than \$50,000 but less than \$75,000
 - More than \$75,000
- 9) household composition (list all members, incl. age and gender)
- 10) chronic illness (yes (please define) or no)
- 11) current medication (yes (please define) or no)
- 12) I have one or more (step)children: yes no
- 13) Please list your children here: (name, gender, age)
- 14) Child 1 (insert name and age) is doing well at school

Not at all Very well

- 15) What is the current GPA of child 1 (insert name and age)?
- 16) Child 1 (insert name and age) stayed home sick days last month

Please answer questions 13-16 for each of your children.

After filling out the survey:

Would you like to be contacted in the future to fill out another survey? (Your time would be compensated with a \$5 Walmart gift card).

yes no

Thank you for your participation!

Your participation in this survey will help communities like yours who are severely impacted by the drought. Your participation is greatly appreciated!

Lake Don Pedro Community Services District

Special Meeting of April 20th, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- c. Review of the scope, schedule, and cost of the IRWMP Implementation Grant Project 4 – Water Service Line Replacement

Recommended Action

Staff recommends the following motion:

This item is for review only and does not require a motion.

Background

PROJECT DESCRIPTION: The project will replace existing water service lines that are over 40 years old and subject to frequent leaks. Approximately 375 segments of service lines from the water main corporation stop (i.e., the start of end user’s water line) to the water meter box will be replaced with pipes that meet current codes and standards for material and diameter. Since the LDPCSD service area is in both Tuolumne and Mariposa Counties, the replacement work will be in both counties, addressing the worst leaking service line segments first.

Project 4 – Service Line Replacement Budget					
Budget Category		Requested Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total
(a)	Direct Project Administration	\$10,000	-	-	\$10,000
(c)	Planning/Design/Engineering/Environmental Documentation	\$33,000	-	-	\$33,000
(d)	Construction/Implementation	\$428,287	-	\$225,000	\$653,287
Total		\$471,287	-	\$225,000	\$696,287

Project 4: Service Line Replacement		5/8/15	1/26/18
(a)	Direct Project Administration	1/4/16	1/26/18
	Task 1a – Project Management	1/4/16	10/27/17
	Task 1b – Labor Compliance Program (complete)	1/4/16	10/27/17
	Task 1c – Reporting	7/1/16	1/26/18
(b)	Land Purchase/Easement (not required)	-	-

(c)	Planning/Design/Engineering and Environmental Documentation	5/8/15	9/30/16
	Task 3a – Feasibility Studies	5/8/15	7/4/16
	Task 3b – CEQA Documentation	1/4/16	9/30/16
	Task 3c – Permitting	12/5/16	9/30/16
	Task 3d – Design	5/8/15	9/30/16
	Task 3e –Project Monitoring Plan	9/17/15	7/1/16
(d)	Construction/Implementation	12/7/15	10/27/17
	Task 4a – Contract Services	12/7/15	10/30/16
	Task 4b – Construction Administration	7/1/16	10/27/17
	Task 4c – Construction/Implementation Activities	7/1/16	10/27/17

Lake Don Pedro Community Services District

Special Meeting of April 20, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- d. Discussion/Action regarding the impact of the Governor's Executive Order B-40-17 related to drought and related water restrictions, potential opportunities and requirements on the District.

Recommended Action

Staff recommends Board discussion and general direction to staff on how to proceed in response to the Governor's Executive Order.

Background

On April 7, 2017, after one of the wettest winters on record, Governor Jerry Brown issued Executive Order B-40-17, terminating the January 17, 2014 Drought State of Emergency in all counties except Fresno, Tulare, Kings and Tuolumne. Copies of the Executive Orders B-40-17 and B-37-16 are attached. B-40-17 makes permanent the following water use restrictions:

- Hosing off sidewalks, driveways and other hardscapes;
- Washing automobiles with hoses not equipped with a shut-off nozzle;
- Using non-recirculated water in a fountain or other decorative water feature;
- Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
- Irrigating ornamental turf on public street medians.

B-40-17 further directs the following which affect our water supply situation:

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water shortages. It will also identify emergency interconnections that exist among

the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11-13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.

B-40-17 could have a profound impact on the District's ability to secure reasonable funding and financing for important projects to secure the future of the water supply for Don Pedro. As we saw with the emergency well project, there is an understanding of our water supply problems at the state. In the event of future loss of the Lake McClure water supply due to drought and/or regulations, the District wells will meet minimal domestic demand for sanitation and drinking water for a short duration, as well as fire protection so long as there are no major water system leaks, customer irrigation or unreasonable outdoor water use.

Due to the fact that we are still seeing a 20% to 40% water system leakage rate due to leaking pipes, there is additional work to be done in Don Pedro to ensure water supply under drought conditions when they occur again. Accordingly, we should not call an end to our drought emergency work, since we really only were able to complete the installation of the three emergency wells, and as with all hardrock wells in the region, we need to be concerned about the sustainability of the groundwater emergency supply during long term drought. The following projects have been discussed with this Board to secure a reliable long term water supply:

1. Complete replacement of all water service lines in the system; which are failing randomly due to improper installation, in unpredictable locations throughout the system. The total cost of the Service Line Replacement Project is estimated at \$3.5 million, and the District has received an IRWMP Implementation grant with funding in the amount of approximately \$500,000 to \$750,000 dedicated to the project, which could replace 25% of the lines. Construction will begin this summer and we could work to secure additional grant or loan funds to complete the entire project under one contract. It is also likely that B-40-17 Section 14 above will allow us to proceed much more rapidly and cost efficiently with the project.

2. Plan, design and install a submersible pump system at our Lake McClure Intake capable of pumping with fixed pumps (rather than the emergency/floating system) at our existing pumping location. This involves the extension of our existing fixed pumping system down 100 feet further into the lake to provide reliable access to surface water down to the lake's minimum pool elevation. This project accomplishes drought water supply reliability and significantly reduced energy consumption.
3. Install additional groundwater wells. The number of wells required is directly related to the impact of drought and regulations on the water level of Lake McClure, and our ability to complete the above projects to maximize the efficiency of the system and use of surface water and groundwater supply.
4. Plan, design and construct a replacement raw water transmission pipeline from Lake McClure Intake to the Water Treatment Plant to eliminate leaks and high water loss.

Packaged correctly, with a significant effort from management and with the support of the state, the Governor's Executive Order could assist the District in quickly securing funding to complete these projects, or some portion/combination thereof within the next two years. As with the previous well project, the level of management effort and time would be nearly full time during planning, design and construction of these types of projects.

The purpose of this agenda item is to ensure Board understanding of the Governor's Order B-40-17 and the District's drought vulnerabilities and water supply projects; and to seek direction on the associated next steps, if any.

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and



WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.



6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water



shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



**EXECUTIVE ORDER B-37-16
MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE**

WHEREAS California has suffered through a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by 23.9% between June 2015 and March 2016 and saving enough water during this period to provide 6.5 million Californians with water for one year; and

WHEREAS severe drought conditions persist in many areas of the state despite recent winter precipitation, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely-depleted groundwater basins; and

WHEREAS drought conditions may persist in some parts of the state into 2017 and beyond, as warmer winter temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions; and

WHEREAS these ongoing drought conditions and our changing climate require California to move beyond temporary emergency drought measures and adopt permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change; and

WHEREAS these activities are prioritized in the California Water Action Plan, which calls for concrete, measurable actions that "Make Conservation a California Way of Life" and "Manage and Prepare for Dry Periods" in order to improve use of water in our state.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular California Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

The orders and provisions contained in my January 17, 2014 Emergency Proclamation, my April 25, 2014 Emergency Proclamation, Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 remain in full force and in effect except as modified herein.

State agencies shall update temporary emergency water restrictions and transition to permanent, long-term improvements in water use by taking the following actions.

USE WATER MORE WISELY

1. The State Water Resources Control Board (Water Board) shall, as soon as practicable, adjust emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions across the state. To prepare for the possibility of another dry winter, the Water Board shall also develop, by January 2017, a proposal to achieve a mandatory reduction in potable urban water usage that builds off of the mandatory 25% reduction called for in Executive Order B-29-15 and lessons learned through 2016.
2. The Department of Water Resources (Department) shall work with the Water Board to develop new water use targets as part of a permanent framework for urban water agencies. These new water use targets shall build upon the existing state law requirements that the state achieve a 20% reduction in urban water usage by 2020. (Senate Bill No. 7 (7th Extraordinary Session, 2009-2010).) These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:
 - a. Indoor residential per capita water use;
 - b. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;
 - c. Commercial, industrial, and institutional water use; and
 - d. Water lost through leaks.

The Department and Water Board shall consult with urban water suppliers, local governments, environmental groups, and other partners to develop these water use targets and shall publicly issue a proposed draft framework by January 10, 2017.

3. The Department and the Water Board shall permanently require urban water suppliers to issue a monthly report on their water usage, amount of conservation achieved, and any enforcement efforts.

ELIMINATE WATER WASTE

4. The Water Board shall permanently prohibit practices that waste potable water, such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board and the Department shall direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
6. The Water Board and the Department shall direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission shall order investor-owned water utilities to accelerate work to minimize leaks.
7. The California Energy Commission shall certify innovative water conservation and water loss detection and control technologies that also increase energy efficiency.

STRENGTHEN LOCAL DROUGHT RESILIENCE

8. The Department shall strengthen requirements for urban Water Shortage Contingency Plans, which urban water agencies are required to maintain. These updated requirements shall include adequate actions to respond to droughts lasting at least five years, as well as more frequent and severe periods of drought. While remaining customized according to local conditions, the updated requirements shall also create common statewide standards so that these plans can be quickly utilized during this and any future droughts.
9. The Department shall consult with urban water suppliers, local governments, environmental groups, and other partners to update requirements for Water Shortage Contingency Plans. The updated draft requirements shall be publicly released by January 10, 2017.

10. For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.

IMPROVE AGRICULTURAL WATER USE EFFICIENCY AND DROUGHT PLANNING

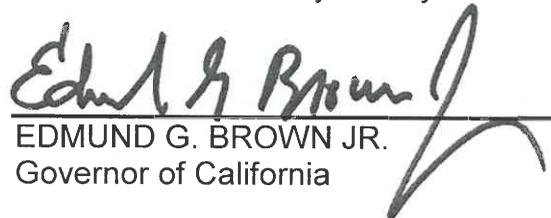
11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods of limited water supply.
12. The Department shall permanently require the completion of Agricultural Water Management Plans by water suppliers with over 10,000 irrigated acres of land.
13. The Department, together with the California Department of Food and Agriculture, shall consult with agricultural water suppliers, local governments, agricultural producers, environmental groups, and other partners to update requirements for Agricultural Water Management Plans. The updated draft requirements shall be publicly released by January 10, 2017.

The Department, Water Board and California Public Utilities Commission shall develop methods to ensure compliance with the provisions of this Executive Order, including technical and financial assistance, agency oversight, and, if necessary, enforcement action by the Water Board to address non-compliant water suppliers.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 9th day of May 2016.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Lake Don Pedro Community Services District

Special Meeting of April 20th, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- e. Resolution Approving agreement with Mariposa County Resource Conservation District for design and implementation of the IRWMP grant funded Regional Water Conservation Program.

Recommended Action

Staff recommends the following motion:

I move to adopt a Resolution Approving agreement with Mariposa County Resource Conservation District for design and implementation of the IRWMP grant funded Regional Water Conservation Program.

Background

At the March 2017 Board meeting, the Board directed staff to work with the MCRCDD on a scope of work and contract for their assistance in the grant funded regional water conservation program. The contract scope of work is still in final development a of the preparation of this packet, and will be presented and summarized to the Board during the meeting. The timing of this item is important to meet the schedule requirements in the grant.

RESOLUTION 2017 - ____

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
APPROVING AN AGREEMENT WITH MARIPOSA COUNTY
RESOURCE CONSERVATION DISTRICT FOR DESIGN AND
IMPLEMENTATION OF THE IRWMP GRANT FUNDED REGIONAL
WATER CONSERVATION PROGRAM

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 has been awarded a grant from the Department of Water Resources through the Integrated Regional Water Management Program for the development and implementation of a Regional Water Use Efficiency Program (RWUEP); and

WHEREAS, the scope of work for the RWUEP requires water conservation activities conducted both inside and outside the District boundaries; and

WHEREAS, the Mariposa County Resource Conservation District (MCRCD) is experienced and well suited to assist in RWUEP design and implementation of the water conservation program, both in and outside the District within the Yosemite/Mariposa IRWMP region; and

WHEREAS, the MCRCD and District have prepared a scope of work and budget to be funded with the IRWMP grant funds, and have included said scope into the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the Agreement with Mariposa County Resource Conservation District included herein, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on April 20, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello, Secretary

CERTIFICATE OF
SECRETARY (STATE OF
CALIFORNIA) (COUNTY OF
MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on April 20, 2017.

