

TUESDAY, December 8, 2020

7:00pm

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors exclusively by telephone conference until further notice. No attendance will be permitted by the public at the District office until further notice.

Based on guidance from the California Governor's Office and the Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, please do the following:

- *Join the Conference Call meeting*
 - **Dial-in number (US): 1(669)900-9128**
 - **Join the online ZOOM meeting:**
 - **<https://us04web.zoom.us/j/2259102243?pwd=ZE95T1AvVmt4WlUvYlZZM2JOdGt1QT09>**
 - **Meeting ID: 225 910 2243**
 - **Meeting Passcode code: 378139**
- *Please mute your call before joining. This will limit technical difficulties with audio.*
- *Only unmute your call if the President has requested public comment on an item. Upon completing your comments please mute your call again.*
- *Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller.*
- *Do no talk over the top of any other callers. Conversations must be one at a time.*

1. Roll Call and Pledge of Allegiance

2. Public Comment (Limit: 3 min/person)

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.

Consent Items:

3. Approval of Consent Calendar

- a. Minutes of Regular Meeting of November 10, 2020
- b. System Totals Report for November 2020
- c. Maintenance Report for November 2020
- d. Water Report for November 2020

Items for Discussion and/or Action:

4. Financial Business

- a. Approval of Claim Summary #746

5. Water Service for Assessor Parcel Number (APN) 44-09-097 (Murphy, Chester)

6. Consideration of Donation of Surplus Fire Hydrants to Central Calaveras Fire & Rescue Protection District

CALAVERAS PUBLIC UTILITY DISTRICT

506 W. Saint Charles Street, San Andreas, CA 95249

7. **Consideration of Approval Resolution 2020-19** - A Resolution of the Board Of Directors Approving the Memorandum of Understanding (MOU) Between the Calaveras Public Utility District and Service Employees International Union (SEIU), Local 1021
8. **Update: 2019 FEMA Storm Damage Projects:**
 - a. Report Planning Grant Application
 - b. Resolution 2020-20 Notice of Completion – Moyle Construction
9. **Update: State Revolving Fund (SRF) Planning Grant Application Package for Water Treatment Plant Improvement Projects**
 - a. Status report: Planning Grant Application
 - b. Status report: Clearwell Tank Rehabilitation
10. **Staff Reports**
 - a. General Manager's Report
 - b. Legal Counsel's Report
 - c. Engineer's Report
11. **Board Members Report**
 - a. Director Lavaroni – LAFCO Meeting Report (11/16/20)
 - b. Director Blood – UMRWA Meeting Reminder (1/22/2021)
 - c. Other Board Member Comments
12. **Adjournment** (Next Regular Meeting January 12, 2021 at 7:00pm)

Approval of Consent Calendar

If an item is requested for removal from the Consent Calendar, it should be reflected prior to action being taken. The items will be discussed independently upon approval of remaining Consent Calendar items.

- a. Minutes for Regular Meeting of November 10, 2020
- b. System Totals Report for November 2020
- c. Maintenance Report for November 2020
- d. Water Report for November 2020

Recommended Action: Approval of Consent Calendar

Motion 1st _____, 2nd _____, Carried _____

Regular Meeting

7:00 P.M.

MEMBERS PRESENT: Clifford Overmier
Richard Blood
Scott Speer
J.W. Dell'Orto
John Lavaroni

STAFF PRESENT: Donna Leatherman, General Manager
Adam Brown, Legal Counsel
Matt Ospital, District Engineer

OTHERS PRESENT: MaryAnne Garamendi, Resident
Megan Long, Landowner
Celeste Garamendi, Landowner
Chester Murphy, Landowner
Tom Murphy, Landowner

1. ROLL CALL AND PLEDGE OF ALLEGIANCE: The regular meeting was called to order by President Dell'Orto at 7:00 P.M. Directors Dell'Orto, Overmier, Lavaroni, Speer and Blood were present.

2. PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject): Mr. Chester Murphy introduced himself and his brother, Tom Murphy. Mr. Murphy informed the Board that he owns property within the District and has various relatives that have resided in the County. He has made an Agenda item request which will be presented at the December Board meeting.

3. APPROVAL OF CONSENT CALENDAR:

a. Minutes for Regular Meeting of October 13, 2020: A motion was made by Director Overmier, seconded by Director Speer, to approve the minutes for the Regular Meeting of October 13, 2020. Director Blood requested to amend item #7 regarding Calibration Network Analysis and System Mapping. He reiterated his concerns regarding modeling, the current District Engineering agreement with Weber, Ghio and amendments that were not previously addressed should include the following language "*Weber, Ghio and Associates is to provide, maintain, oversee, run and operate the model to amend.*" The motion to approve the minutes as amended was made by Director Overmier and seconded by Director Speer. Motion carried 5-0.

b. System Totals Report for October 2020: A motion was made by Director Lavaroni, seconded by Director Speer, to accept the Directors Report for October 2020 as presented. Motion carried 5-0.

c. Maintenance Report for October 2020: A motion was made by Director Lavaroni, seconded by Director Speer, to accept the Maintenance report for October 2020 as presented. Director Blood inquired about the calibration of the totalizing meter at the water treatment plant. The General Manager stated she would report back on the calibration schedule. Motion carried 5-0.

d. Water Report for October 2020: A motion was made by Director Speer, seconded by Director Overmier, to accept the Water Report for October 2020 as presented. Director Lavaroni noted the difference from the September reporting. Motion carried 5-0.

*At 7:20 pm President Dell'Orto moved to Agenda items #5, 7 and 10. Chester and Tom Murphy left the meeting.

5. CONSIDERATION FOR APPLICATION TO BE RELIEVED FROM SINGLE METER REQUIREMENT UNDER SECTION 7, MULTIPLE UNITS – GARAMENDI, MARYANNE 5786(5769) HIGHWAY 49, MOKELUMNE (ACCOUNT #2024)

President Dell'Orto recused himself from this topic due to a conflict of interest with the parties involved, and did not participate in the Board discussion. A letter received from Ms. Celeste Garamendi was provided to all Board members regarding this issue.

Ms. MaryAnne Garamendi has requested the Board consider her Application to be Relieved from the Single Meter Requirement Under Section 7- Multiple Units. Ms. MaryAnne Garamendi further explained to the Board the background of the 2008 connection made for the residence previously occupied by her mother, MaryJane Garamendi. MaryAnne Garamendi further stated that at the time of the connection to her mother's home, the other residence on the property was also plumbed into the same water line and *"has functioned fine since installed."* Ms. MaryAnne Garamendi stated that since this is how the connection was originally made, she felt it should remain and does not feel the need for the District to require a separate meter service. Director Speer inquired on the number of parcels owned and Director Blood inquired if the parcels were contiguous and asked about the meter size.

Ms. MaryAnne Garamendi had several discussions and a meeting with the General Manager in 2019 to discuss the property settlement of the family trust that was pending. In September 2020, she was contacted by the District via letter to correct the connection as agreed.

Ms. Celeste Garamendi, representing her daughters, being the other parcel owners, stated the parcels are all separate and do not meet the District requirements for multiple use and concurs with the staff recommendation, stating this is an opportunity to install the connection consistent with District requirements. She also feels that this does not qualify as a hardship for the District to consider waiving the connection fee.

The Board discussed the information provided, including Section 7 of District Ordinance No. 73-1 regarding Multiple Units, illegal meter connections, and the lot line adjustments creating several separate parcels on the property. Director Blood requested that the connection be brought into compliance with the District's ordinance. Discussion continued and the District Legal Counsel Adam Brown stated that the connection had to conform to the District ordinance and that the circumstances did not support a waiver of the connection fee. The discussion concluded with a motion being made by Director Lavaroni, seconded by Director Speer, to deny the request for relief from the single meter requirement. Motion failed 2-2-1. As a result of the tie vote, the applicant's request for relief from the single meter requirement and fee waiver was denied.

*At 8:20 MaryAnne Garamendi, Megan Long and Celeste Garamendi left the meeting.

7. DISCUSSION AND ACTION – SAN ANDREAS WATER TANK CONTROLS – TECHNICAL SYSTEM, INC. (TSI): The General Manager provided details regarding the condition of the current tank controls (aka: Smartman) which are no longer supported and needed to be updated. A quote was requested from TSI to include updates to the communication and installation of a PLC unit and integration to the new SCADA system at the water treatment plant. A motion was made by Director Overmier, seconded by Director Speer, to accept a quote for the updates to San Andreas Water Tank Controls from Technical System, Inc. (TSI) at a cost not to exceed \$25,000.00, which will include addition components to install cellular communications. Motion carried 5-0.

10. UPDATE: STATE REVOLVING FUND (SRF) PLANNING GRANT APPLICATION

PACKAGE FOR WATER TREATMENT PLANT IMPROVEMENT PROJECTS:

a. Discussion: Tank Inspection Reports for Clearwell and Railroad Flat Tanks: Matt Ospital, District Engineer, provided a memorandum containing an overview of the Clearwell Tank condition and the required next steps for the District to consider moving forward with correcting the critical repairs which need to be addressed. Director Blood inquired as to the condition of the piping to and from the Clearwell, and suggested that it be evaluated to determine the condition. Staff discussed looking into televising or other options to evaluate pipe condition. Also discussed were options for temporary water storage tanks. Director Blood provided input on the District's ability to continued compliance with state standards. Staff will be working with the District Engineer to continue developing a project scope to address corrective measures and funding option, which may be available through the SRF program. An update will be provided at the December meeting.

4. FINANCIAL BUSINESS:

a. Approval of Claim Summary #745: A motion was made by Director Lavaroni, seconded by Director Overmier, to approve Claim Summary #745 in the amount of \$155,293.31. Director Lavaroni inquired if the recent tree removal was being reimbursed from FEMA. The General Manager reported it was not part of the FEMA project work. Motion carried 4-0-1 (Director Blood was absent during the vote).

4b. 1st Quarter Budget Report: The report was presented to the Board for review. The General Manager reported the increase in water revenues of 1.66% from last year, and an increase in bulk water sales and inquiries for new connections in recent months. Director Blood commented on capital improvement projects and that vehicle purchase should come from the reserve funds. A motion was made by Director Speer, seconded by Director Lavaroni, to accept the 1st Quarter Budget Report as presented. Motion carried 5-0.

4c. Quarterly Investment Report: The report was delivered to the Board for review. The Manager reported on the decrease in the LAIF interest rate of .52% from the previous quarter. The total investment balance was \$4,140,160.45 as of September 30, 2020. A motion was made by Director Lavaroni, seconded by Director Speer, to accept the Quarterly Investment Report as presented. Motion carried 5-0.

6. CONSIDERATION AND ACCEPTANCE OF FINANCIAL STATEMENTS FOR FISCAL YEAR

ENDING JUNE 30,2020: The Financial Statements for Fiscal Year Ending June 30, 2020 were presented to the Board for consideration. Director Lavaroni and Speer asked about a correction to audit findings which was clarified by the General Manager. A Motion was made by Director Lavaroni, seconded by Director Speer, to accept the Financial Statements for Fiscal Year Ending June 30, 2020 as presented. Motion carried 5-0.

8. CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES) – COMMUNITY POWER RESILIENCE ALLOCATION TO SPECIAL

DISTRICTS PROGRAM: The District completed the application for a possible funding opportunity to procure emergency generation equipment for District facilities that could include backup power supplies at District tank sites and portable generators and lighting for vehicles. An evaluation team will score and rank each application. Once the scoring process is completed, applicants will be notified if selected. This was an information item only and no Board action was required or taken.

9. UPDATE: 2019 FEMA STORM DAMAGE PROJECTS: The contractor for the projects is near completion. A notice of completion for the projects will be presented at the December

Board meeting for consideration. Additionally, staff is working on the Category Z project related to administrative costs incurred by the District.

11. STAFF REPORTS

a. General Manager's Report: The General Manager provided an overview of the pending work projects and included additional information from the California Special Districts Association (CSDA) regarding membership benefits, webinars, and training opportunities.

b. Legal Counsel Report: Adam Brown, District Legal Counsel, stated his report would be in Closed Session.

c. Engineer's Report: The monthly Engineer's Report was presented for review. There were no comments from the Board.

12. BOARD MEMBERS REPORT:

a. Director Lavaroni – LAFCO Meeting Report (9/21/20) Director Lavaroni corrected stating the meeting was scheduled for Monday, November 16, 2020 and he planned to attend.

4.0 Director Blood – UMRWA Meeting Report (10/23/20 postponed to 10/29/20) Director Blood reported attending with technical difficulties. However, noted the General Manager was also in attendance. It was reported that the updates to the MAC Plan project will begin in January 2021.

5.0 Other Board Member Comments: Director Overmier reported that when he went to Wells Fargo to make a deposit on personal business, the teller indicated that he was able to access the District's account to make a deposit. Director Overmier was concerned and immediately contacted District Counsel Adam Brown. The Board expressed concerns about the District's account

at Wells Fargo and requested that the General Manager to look into this matter.

13. CLOSED SESSION

a. Personnel Matters

Update on Negotiations with SEIU Local 1021(Government Code § 54957.6)

Agency Designated Representative: Donna Leatherman

b. Public Employee Performance Evaluation for Management (Government Code §54957(b)(1))

At 10:15pm the Board adjourned to closed session. The Board reconvened in open session at 11:29pm. The Board heard reports on item 13a and b., and no action was taken.

14. ADJOURMENT (Next Regular Meeting on December 8, 2020): As there was no further business to come before the Board, a motion was made by Director Overmier, seconded by Director Speer, to adjourn the meeting at 11:29pm. Motion carried 5-0.

Respectfully submitted,

Donna Leatherman, General Manager

System Totals Report

Calaveras P.U.D.

Water Sold This Month

24,187,460 Gallons

	Amount (\$)	# Of Accounts
Total Water	171,517.70	1,913
Total Late Charge	2,160.00	72
Total Adjustments	-2,582.85	86
Total New Acct Fee	525.00	15
Total Service Call Out	35.00	1
Total Current Charges	171,654.85	1,913
Amount Past Due 1-30 Days	21,478.75	223
Amount Past Due 31-60 Days	4,142.48	51
Amount Past Due Over 60 Days	9,540.54	29
Amount Of Overpayments/Prepayments	-18,387.58	229
Total Receivables	188,429.04	1,911

Total Receipts On Account	164,766.76	1,583
Net Change in Deposits	0.00	0
Amount of All Deposits	0.00	

Turned Off Accounts (Amount Owed)	5,729.88	150
Collection Accounts (Amount Owed)	5,729.88	150
Number Of Unread (Turned On) Meters		
Average Usage For Active Meters	12,585	1,922
Average Water Charge For Active Meters	89.66	1,913

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		55	9,343,578	38.63	18.41
40,001-50,000		18	805,576	3.33	1.75
30,001-40,000		43	1,449,659	5.99	3.76
20,001-30,000		102	2,483,346	10.27	7.36
10,001-20,000		315	4,389,725	18.15	16.28
8,001-10,000		135	1,210,537	5.00	5.98
6,001-8,000		213	1,484,626	6.14	8.47
4,001-6,000		318	1,572,711	6.50	11.49
2,001-4,000		371	1,117,053	4.62	13.74
1-2,000		322	330,648	1.37	11.72
Zero Usage		30	0	0.00	1.04
Total Meters		1,922	24,187,459	100.00	100.00

Monthly Maintenance Report

November 2020

LOCATION	DESCRIPTION OF WORK	STATUS
Jeff Davis WTP	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP in compliance	Complete
	Treated Water - 24,818,172	
	Roof Repair	Scheduled
Warehouse Shop	Roof Repair	Scheduled
	CPPA Energy Efficiency Grant Project	Complete
	Changeout PRV	Complete
	Fence repair	Complete
South Fork Pump Station	Weekly routine checks	Complete
Schaads Reservoir	Weekly checks	Complete
Glencoe Pump Station	Weekly checks - routine monitoring	Complete
Ponderosa PRV Hydro	Weekly checks - routine monitoring	Complete
MCV PRV Hydro	Weekly checks - routine monitoring	Complete
Garamendi's PRV Hydro	Weekly checks - routine monitoring	Complete
	6" PRV Repair	On-Going
San Andreas Distribution	Routine operations, sampling	Complete
	Gold Strike pressure station rebuild	Pending
	12" main repair at Rapetti Rd.	Follow-up
Moke Hill Distribution	Routine operations, sampling	Complete
	Meter locations and easements(Diamond maps)	Ongoing
	New 1" service install at Hwy 49 APN 016-014-021	Complete
	Utility access clearing for 5765 Hwy 49 repair	Complete
	1" steel service line repaired at 5765 Hwy 49(CT Construction)	Complete
	Change out faulty water meter at new service 016-014-021	Complete
	Replaced 3/8" valve on 3" Cla-Val at Moke Hill Pressure Station	Complete
	Replace failing 1" service line at 8328 Main St. (USPS)	Complete
Glencoe Distribution	Routine operations	Complete
Paloma Distribution	Routine operations, sampling	Complete
	New 1" service install at Goodell Rd. APN 016-006-001	Complete
	New 1" service install at 6178 Nine Oaks Rd.	Complete
	1" Service line repair on sample station line at 6232 Paloma Rd.	Complete
Rail Road Flat Distribution	Routine operations, sampling	Complete
Safety/Training	Handling the Load: Forklift Safety/Reducing the Risk of Workplace Violence/	Complete
	Carbon Monoxide: A Serial Killer/Night Work Safety/	
	Avoid Harm From Laboratory Hazards	
Spray Program	Winterize Spray Rig	Complete
Vehicle Maintenance	2020 Ford F-150 Routine Maintenance	Complete

Monthly Maintenance Report

November 2020

Other	37 USA tags completed	Complete
	83 Customer service/work orders	Ongoing
	Monthly meter reading	Complete
	0 Complaints	Complete
	1 New service inquiries 1- San Andreas	Ongoing
	Revision of Operations Plan	Pending

2020												2021			
	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug			
1															
2															
3															
4															
5															
6															
7															
8															
9			0.25												
10															
11															
12															
13															
14															
15															
16															
17															
18			1.50												
19															
20															
21															
22															
23															
24															
25															
26															
27															
28															
29															
30															
31															
Per Month			1.75										YTD Total	1.75	

INSTRUCTIONS: Enter the rain total on the day you check rain gauge.

AGENDA ITEM 4

Financial Business

- a. Approval of Claim Summary #746

Discussion

The Claim Summary #746 submitted in the amount of \$166,130.51 reflects payments with descriptions showing on the Bill Payments for All Vendors report.

Recommended Action: Approval of Claim Summary #746: \$166,130.51

Motion 1st _____, 2nd _____, Carried _____



CALAVERAS PUBLIC UTILITY DISTRICT

CLAIM SUMMARY # 746

DATE: November 2020

The claims listed on the schedules attached to this summary have been examined and found to be correct and proper demands against the Calaveras Public Utility District.

Claims Submitted	\$115,992.22
Payroll Submitted	\$ 34,823.52
P/R Tax Deposits	\$ 15,314.77
Sub-total	\$166,130.51

Net Additions	
Net Deductions	
Claim Summary Approved for	\$166,130.51



General Manager, Calaveras Public Utility District

Calaveras Public Utility District Bill Payments for All Vendors

November 2020

Name	Num	Date	Amount	Description
ACWA/JPIA	22682	11/24/2020	3,138.18	Insurance - Workers Comp
Al's Tire Service	22683	11/24/2020	157.36	Vehicle repair
Alpha Analytical Labs, Inc.	22684	11/24/2020	690.00	Lab Fees
AT & T	22685	11/24/2020	67.11	Utilities
Blood, Richard	22676	11/10/2020	35.00	Director Fees
Brawner Automotive Repair	22686	11/24/2020	122.38	Vehicle repair
Cal PERS	EFT	11/06/2020	10,781.36	Medical Insurance
Calaveras Auto Supply	22687	11/24/2020	108.81	Vehicle repair
California Dept of Tax and Fee Admin	22688	11/24/2020	490.80	Fees/Permits
California Special District Assoc.	22712	11/30/2020	7,253.00	Membership
Carbon Copy Inc.	22713	11/30/2020	133.15	Printer contract
Care Free Lawns	22714	11/30/2020	150.00	Landscaping
CD & Power	22677	11/10/2020	2,080.00	Generator Repairs - WTP
Cole Tiscornia Construction	22715	11/30/2020	1,720.00	Contract Services-new conn.
Comcast	22689	11/24/2020	309.62	Utilities
Computer Firemen	22690	11/24/2020	100.00	IT services
De Lage Landen Financial Services Inc.	22691	11/24/2020	83.66	Printer/copier contract
Dell'Orto, J.W.	22678	11/10/2020	35.00	Director Fees
GEI Consultants, Inc.	22692	11/24/2020	1,039.50	Engineering Service(Schaad)
Hill Rivkins Brown & Associates	22693	11/24/2020	4,218.50	Legal Services
Hobgood's Cleaning Service	22694	11/24/2020	160.00	Contract Services-new conn.
Hunt & Sons Inc.	22695	11/24/2020	684.42	Fuel
Hunt & Sons Inc.	22716	11/30/2020	662.26	fuel
KASL Counsulting Engineers	22696	11/24/2020	3,357.50	Engineering -Modeling
Larry Bain, CPA	22697	11/24/2020	8,100.00	Audit
Lavaroni, John	22679	11/10/2020	25.00	Director Fees
Lowe's	22698	11/24/2020	2,245.49	WTP - Salt
Matrix Trust Company	22699	11/24/2020	1,600.00	457 Plan
North Bay Pensions	22717	11/30/2020	1,000.00	Audit/legal
Overmier, Clifford	22680	11/10/2020	25.00	Director Fees
Pace Supply	22700	11/24/2020	268.13	Materials & Supplies
Pace Supply	22718	11/30/2020	382.27	Materials & Supplies
Pacific Gas & Electric	22701	11/24/2020	768.40	Utilities
Postmaster	22711	11/24/2020	700.00	Postage
Progressive Print Solutions	22702	11/24/2020	105.28	Office supplies
Public Employees Retirement System	EFT	11/23/2020	7,412.22	Retirement
Public Employees Retirement System	EFT	11/24/2020	3,590.82	Retirement
Safe T Lite	22703	11/24/2020	501.12	Safety
Sender's Market Inc.	22704	11/24/2020	52.54	Mateials & Supplies
Sender's Market Inc.	22719	11/30/2020	54.92	Materials & Supplies
Speer, Scott	22681	11/10/2020	25.00	directors fees
State Water Resources Control Board	22720	11/30/2020	682.00	Fees/Permits
T & S Intermodal Maintenance, Inc.	22705	11/24/2020	5,050.92	paving Mt. Ranch Rd.
Tap Master, Inc	22706	11/24/2020	3,560.00	Contract Services-new conn.

Calaveras Public Utility District
Bill Payments for All Vendors
November 2020

Technical Systems Inc.	22707	11/24/2020	10,176.86	SCADA - contingency
Treat's General Store	22721	11/30/2020	49.00	Materials & Supplies
USA Blue Book	22722	11/30/2020	114.51	WTP supplies
Verizon Wireless	22723	11/30/2020	183.36	utilities
Volcano Telephone	22724	11/30/2020	525.32	utilities
VSS International, Inc.	22710	11/24/2020	1,856.46	Deposit refund- Bulk
Weber, Ghio & Associates	22708	11/24/2020	27,828.18	Engineering Services
Wells Fargo Bank	22709	11/24/2020	1,531.81	safety/Materials & supplies/fuel
			<u>115,992.22</u>	

PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS			WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS	
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,449.20		
	Overtime		24.00	1,017.36		
	CPUD Ins	42.3900		76.86		
	EMPLOYEE TOTAL		24.00	3,543.42		
Dresser, Michael R 16	Salary			1,971.67		
	CPUD Ins			808.86		
	EMPLOYEE TOTAL			2,780.53		
Moe, James G 8	Salary			2,464.96		
	Overtime		4.00	170.64		
	CPUD Ins	42.6600		24.12		
	EMPLOYEE TOTAL		4.00	2,659.72		
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708.21		
	CPUD Ins			323.77		
	EMPLOYEE TOTAL			5,031.98		
**** 30 METERS Duke, Kelly 9	Hourly	26.4000	24.00	633.60		
	EMPLOYEE TOTAL		24.00	633.60		
**** 40 CUSTOMER SERV. REP. Bear, Carlissa C 12	Salary			1,448.71		
	Overtime		2.00	50.10		
	CPUD Ins	25.0500		787.83		
	Vacation		16.00			
	EMPLOYEE TOTAL		18.00	2,286.64		

PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS		
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,449.20		199.98	Direct Deposit # 20970
	Overtime	42.3900	16.50	699.44		46.77	Check Amt
	CPUD Ins			76.86		398.53	Chkg 0017
	Sick		M8.00			63.36	0.00
						32.26	2,384.60
	EMPLOYEE TOTAL		24.50	3,225.50		740.90	Net Pay
							2,384.60
Dresser, Michael R 16	Salary			1,971.67		183.86	Direct Deposit # 20971
	Overtime	34.1250	4.00	136.50		42.29	Check Amt
	CPUD Ins			808.86		136.09	Chkg 5930
						29.17	2,399.65
	EMPLOYEE TOTAL		4.00	2,917.03		388.41	Net Pay
							2,399.65
Moe, James G 8	Salary			2,464.96		188.70	Direct Deposit # 20972
	Overtime	42.6600	13.00	554.58		44.13	Check Amt
	CPUD Ins			24.12		308.28	Chkg 5056
	Vacation		M8.00			101.62	0.00
	EMPLOYEE TOTAL		21.00	3,043.66		30.44	2,369.49
						674.17	Net Pay
							2,369.49
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708.21		311.98	Direct Deposit # 20973
	CPUD Ins			323.77		72.96	Check Amt
	Sick		M8.00			764.99	0.00
						354.37	Chkg 2134
	EMPLOYEE TOTAL		8.00	5,031.98		50.32	1,000.00
						1,554.62	2,177.36
							Net Pay
							3,177.36
**** 40 CUSTOMER SERV. REP. Bear, Carlissa C 12	Salary			1,448.71		138.66	Direct Deposit # 20974
	CPUD Ins			787.83		32.43	Check Amt
	Sick		M1.50			181.23	0.00
						76.64	Chkg 4811
	EMPLOYEE TOTAL		1.50	2,236.54		22.37	200.00
						451.33	1,491.92
							Net Pay
							1,691.92
**** 50 WATER TREATMENT Rovera, Wyatt N 13	Retro Pay			65.00		222.02	Direct Deposit # 20975
	Salary			2,658.93		51.92	Check Amt
	Overtime	44.8950	6.00	269.37		498.70	0.00
	CPUD Ins			587.74		194.60	Chkg 9965
	EMPLOYEE TOTAL		M16.00	3,581.04		35.81	2,398.62
			22.00			1,003.05	Net Pay
							2,398.62

0085 A850-4915 Calaveras Public Utility District
Run Date 11/12/20 01:32 PM

Period Start - End Date 11/01/20 - 11/15/20
Check Date 11/13/20

Payroll Journal
Page 1 of 2
PYRJR

Discussion: Water Service to Assessor's Parcel Number (APN)044-00-097– Murphy, Chester

An agenda item request and information received from Mr. Chester Murphy for Reconnecting Water Service to Assessor's Parcel Number APN 44-009-097 is included for Board review.

Background - In 2012 Mr. Murphy made inquiry to the District to serve APN 44-009-097 and 098. It was later determined the APN 44-009-097 is not within the District boundaries and a refund and letter was sent stating what need to be completed prior allowing an application for water service. The conditions were stated in a May 29, 2012 letter sent to Chester Murphy.

In November 2020 Mr. Murphy made inquire for water service and requested reconnection to his parcels 44-09-097. The General Manager research the inquiry and contacted Calaveras LAFCo to see if annexation application was ever made for the parcel needing to be annexed, there had no application.

Recommended Action:

Deny request for water service to APN 044-009-097 and recommend contacting Calaveras LAFCo to seek information needed to requesting annexation to the Calaveras Public Utility District.



Calaveras Public Utility District
506 W. Saint Charles St.
P.O. Box 666
San Andreas, CA 95249
Ph: 209/754-9442 Fax: 209/754-9432
www.cpubd.org

info@cpud.org

AGENDA REQUEST FORM

DATE: 11/4/2020 MEETING DATE: 11/10/2020
REQUESTER: Chester Murphy C/O C&T Murphy Partners LLC
ADDRESS: P.O. Box 299 Farmington CA 95230
PHONE NUMBER: 209-691-6162
E-MAIL: Chester.m@Verizon.net

CIRCLE ONE: BOARD MEMBER PUBLIC OTHER _____

ITEM TITLE: Reconnecting water service to parcel Apr#440-09-097

REASON (Circle one):

Item on previous agenda

New item

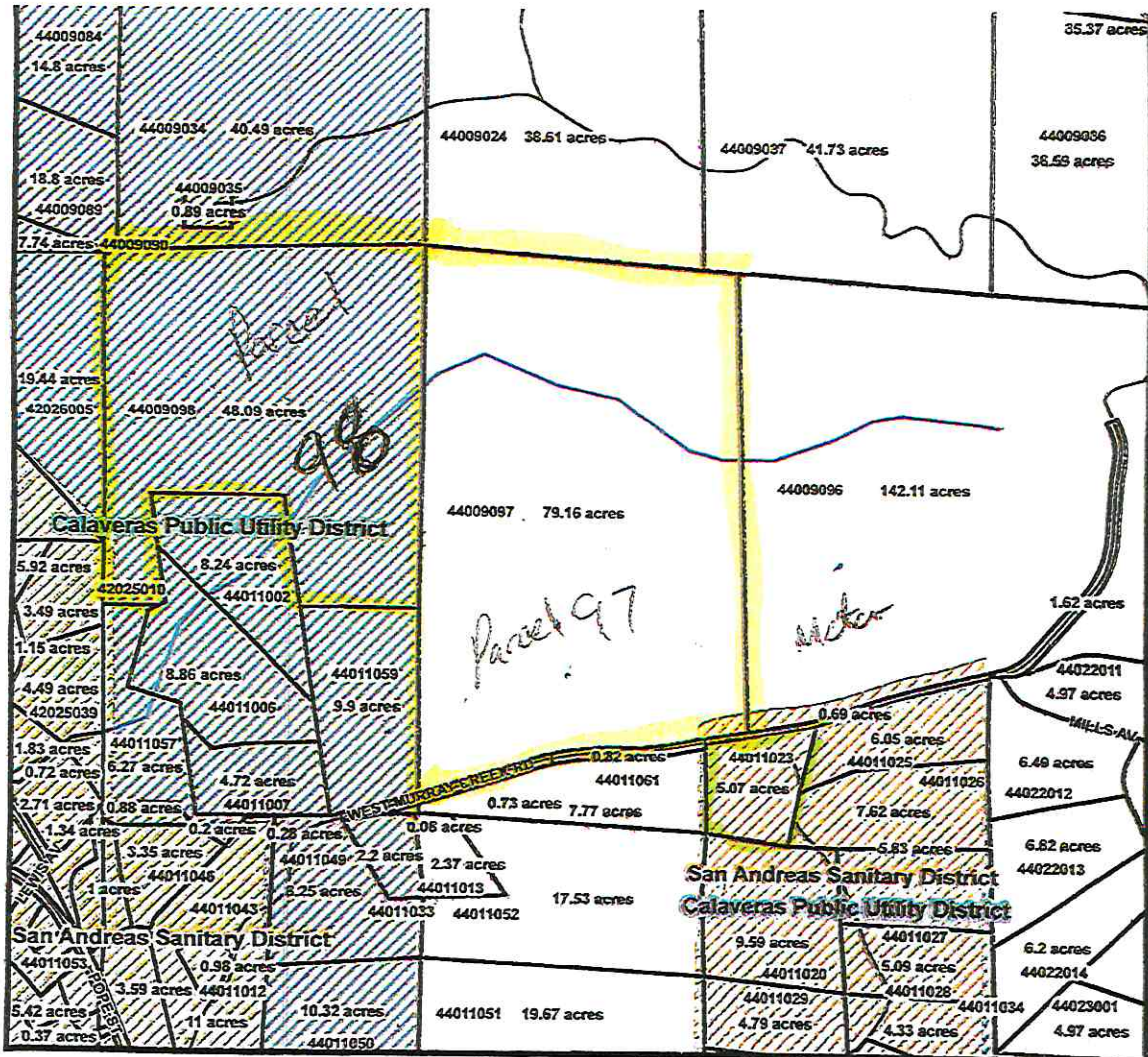
Discussion only

Special Meeting

DESCRIPTION OR HISTORY: (Use additional pages if needed)

The CPUD had provided water to this property in the past located on the North side of West Murray Creek Rd and the old Apr#44-011-037. When this property was lost through foreclosure by the former owners, it appears the property owner of the parcel to east re-routed the service to their property. We would like to reestablish service to our property.

Calaveras County Planning



Legend

- Parcel
- Parcel
- State Highways
- Main Roads
- Roads
- Lakes
- Main Rivers
- Rivers
- Big Trees State Park
- Angels Camp City Boundary
- Angels Camp SUI Boundary
- County Boundary
- Public Utility Districts
- CCWD Water

For planning purposes only.
All feature locations are approximate.

Calaveras County Planning Department
San Andreas, California

RECEIVED NOV - 2 2020

CALAVERAS PUBLIC UTILITY DISTRICT

DIRECTORS
Robert Jaich
John Lavaroni
Charlie Moore
David J. Ortegael
Clifford Overmier

MANAGER
Donna Leatherman

506 W. St. Charles Street
P.O. Box 666
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE: 209-754-9442 FAX: 209-754-9432



CERTIFIED #7010 1870 0001 2230 9252

August 1, 2012

Mr. Chester Murphy
C & T Murphy Partners LLC
P.O. Box 299
Farmington, CA 95230

Re: Request for Water Service
APN: 044-009-098

Dear Mr. Murphy:

In response to your letter dated April 10, 2012, received June 4, 2012, the District is denying your request for water service at this time. As outlined in the District's letter dated May 15, 2012, copy enclosed, several items need to be resolved prior to the service being provided to assessor's parcel number 044-009-098.

The application for water service dated April 9, 2012 is denied at this time. Application for "no charge" water service is no longer applicable; there have been two free outlets, to the previous owner, in accordance with Resolution 71-19. Please provide a new application for water service and appropriate fees when water service acceptable.

The request for the location of the water meter installation at the location requested is also denied. District Ordinance Section 1015 requires written approval of the any connection off a District main line 10" or larger. The request to tap the main line is denied. Please refer to letter dated May 12, 2012. If you would like to discuss this further please feel free to contact me at (209)754-9442.

Sincerely,

A handwritten signature in cursive script that reads "Donna Leatherman".

Donna Leatherman, District Manager

1015 Connection to Transmission Lines. Services shall not connect to Transmission lines ten (10) inches in diameter and larger without the written approval of CPUD.

CALAVERAS PUBLIC UTILITY DISTRICT

DIRECTORS
Robert Jaich
John Lavaroni
Charlie Moore
David J. Orteguel
Clifford Overmier

MANAGER
Donna Leatherman

506 W. St. Charles Street
P.O. Box 666
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE: 209-754-9442 FAX: 209-754-9432
May 29, 2012



Mr. Chester Murphy
P.O. Box 299
Farmington, CA 95230

Chester.m@verizon.net
209 461-6162

Re: Request for Water Service
APN: 044-009-097 and 044-009-098

Dear Mr. Murphy:

In reference to the parcels listed above that you are requesting water service from the District. In review of your March 15, 2012 application for water service, records indicated that the Parcel #044-009-097 which the application was made is not within the District boundaries, we are therefore unable to serve at this time. Enclosed is your check #4789 which is being return until this matter is resolved.

This letter should assist in establishing water service to your above referenced parcels. In either case the District will require you enter into a Water Line Extension Agreement prior to Application for Water service to the parcels.

With reference to parcel 044-009-097 the attached outlines the process that is necessary to request Out of Area Service from the District through LAFCO. Questions regarding this process can be directed to Mr. John Benoit, Executive Officer of LAFCO at (209)754-6511.

The assessor parcel number 044-009-098 is within the District boundaries and will require that an easement from parcel 044-009-097 be recorded and submitted to the District at the time of the Application for Water Service. However, this must follow the completion of the Water Line Extension agreement in accordance with District Improvement Standards. Please feel free to contact me if you should have questions.

Sincerely,

Donna Leatherman
Donna Leatherman, District Manager

CALAVERAS PUBLIC UTILITY DISTRICT

P.O. Box 666, SAN ANDREAS, CALIFORNIA 754-9442

APPLICATION FOR WATER SERVICE

C & T Murphy Partners, LLC
Name: Chester Murphy Date: March 15, 2012
Acct. No.: New
X Mailing Address: PO Box 299, Farmington Ca 95230
Location: APN-044-009-097 - 1229 W Murray Green Rd.
Remarks: good Agri APN: 044-009-097 Phone #: (309) 886-5373

☐ INSIDE DISTRICT ☐ OUTSIDE DISTRICT ☐ DOMESTIC ☐ AGRICULTURAL ☐ INDUSTRIAL ☐ COMMERCIAL

Connected: _____

Date: _____

Meter No.: _____

Meter Size: 5/8"

Reading: _____

Type of Head: _____

Serviceman: _____

Book No.: _____

Rate Code: 1

By signing this application, the applicant agrees to abide by and conform to the rules and regulations of the Calaveras Public Utility District as now in effect or hereafter adopted by the Board of Directors of said Calaveras Public Utility District. All charges are due and payable upon presentation of a statement.

Applicant's Signature: By: [Signature]
Managing Member
CALAVERAS PUBLIC UTILITY DISTRICT

By: [Signature]

VOID 5/29/12
see letter 5/29/12
further
pending review.

29528

CALAVERAS PUBLIC UTILITY DISTRICT COUNTER RECEIPT

DATE March 15, 2012

RECEIVED FROM: Chester Murphy ACCT NO. New

RECEIVED FOR: Lawson Connection
044-009-097
5/8" meter

AMOUNT:
\$ 95.00 meter
1900.00 conn.
1000.00
2995.00

RECEIVED BY: [Signature]
(SIGNATURE)

AGENDA ITEM 6

Discussion/Possible Action: Donation of Surplus Fire Hydrants to Central Calaveras Fire and Rescue Protection District: The District Manager was contacted by Fire Chief Bill Wennhold of Central Calaveras Fire and Rescue Protection District regarding the purchase or donation of a one or more surplus fire hydrant.

The Fire District continues working on local enhancement for fire protection water supply and water storage tanks. CPUD has granted similar request to local Districts. The District has hydrant that are no longer need and have be taken out of service. The Fire District would be responsible for any required repairs or rebuilding of the hydrants and is aware of conditional issues.

Recommended Action: Approve request and allow for donation a maximum of two (2) surplus fire hydrant to the Central Calaveras Fire and Rescue Protection District.

Motion 1st _____, 2nd _____, Carried _____.

Central Calaveras Fire & Rescue Protection District

19927 Jesus Maria Road, Mokelumne Hill, CA 95245

(209) 754-4330

www.centralcalaverasfire.org

Bill Wennhold
Fire Chief



October 9, 2020

Calaveras Public Utility District
PO Box 666
San Andreas, CA 95249

The Central Calaveras Fire Protection District has been working for some time on local enhancements to fire protection water supply and water tank storage. One project has now reached the stage of needing a standard fire hydrant to connect to a permanent 5,000 gallon storage tank and we have noted the CPUD may have one or more out of service fire hydrants. We would greatly appreciate consideration of our purchase or donation of a used hydrant to improve our fire protection capabilities. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Wennhold", with a long horizontal flourish extending to the right.

Bill Wennhold
Fire Chief

AGENDA ITEM 7

Consideration of Approval Resolution 2020-19 - A Resolution of the Board of Directors Approving The Memorandum of Understanding (MOU) Between the Calaveras Public Utility District and Service Employees International Union (SEIU), Local 1021.

Background

In January 2020 District was contacted by SEIU Local 1021 to request that the District recognize Local 1021 as the exclusive representative of the District field and administrative staff. Negotiations continued from January thru November.

Included for consideration is the Resolution and Memorandum of Understanding representing the negotiation that were concluded and agreed upon the parties.

Recommended Action: Approve Resolution 2020-19 Approving Resolution 2020-19 A Resolution of the Board of Directors Approving The Memorandum of Understanding (MOU) Between the Calaveras Public Utility District and Service Employees International Union (SEIU), Local 1021.

RESOLUTION NO. 2020-19

A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CALAVERAS PUBLIC UTILITY DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021

WHEREAS, commencing on January 27, 2020 and continuing from time to time through November 4, 2020, Service Employees International Union Local 1021 (SEIU), through its duly appointed representatives, and Calaveras Public Utility District management (CPUD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions; and,

WHEREAS, as a result of said “meet and confer” sessions, CPUD and SEIU have agreed upon the terms and conditions of an MOU governing wages, hours and working conditions of bargaining unit employees of CPUD covered by the MOU; and

WHEREAS, SEIU has confirmed that the members of the CPUD employees bargaining unit approve of the agreed upon Memorandum of Understanding between the parties; and,

WHEREAS, Section 3505.1 of the Government Code of the State of California provides that a Memorandum of Understanding between an employee association and the management negotiating team, while not binding, shall be presented to the governing body of a local agency for determination; and,

WHEREAS, the Board of Directors of the Calaveras Public Utility District has received the attached Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the Service Employees International Union Local 1021 (SEIU) of those matters in which it finds itself in agreement with the management negotiating team as above described, and as a statement by the management team of those matters which it recommends that the Board of Directors implement in an appropriate manner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby accepts and approves the Memorandum of Understanding between CPUD and SEIU in substantially the form attached hereto, and hereby authorizes and directs the President of the Board and the General Manager to execute the Memorandum of Understanding on behalf CPUD upon its ratification by the CPUD bargaining unit. The General Manager is hereby authorized and directed to carry out all of the provisions contained therein.

The foregoing resolution was duly introduced and adopted by the Board of Directors of the Calaveras Public Utility District at their regular meeting on December 8, 2020 by the following vote:

AYES:	Directors:
NOES:	Directors:
ABSTAIN:	Directors:
ABSENT:	Directors:

President, Board of Directors

Attest:

Donna Leatherman, General Manager

I hereby certify that the foregoing is a true and correct copy of a resolution passed by the Board of Directors of Calaveras Public Utility District.

Donna Leatherman, General Manager

Date



MEMORANDUM OF UNDERSTANDING
BETWEEN
CALAVERAS PUBLIC UTILITY DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

Section 1. Term: The Term of the Memorandum of Understanding (MOU) is August 1, 2020 through September 30, 2022. Compensation adjustments reflected in this MOU shall be paid by the Calaveras Public Utility District (hereinafter the "District") to the covered employees retroactively to August 1, 2020.

The terms and conditions contained herein cannot be unilaterally changed by one party or the other during the term of the MOU unless a state or federal law impacts one of the sections, then the parties shall meet to negotiate any mandated changes.

Section 2. Recognition: The District recognizes SEIU Local 1021 (hereinafter the "Union") as the exclusive bargaining representative for all full-time and part-time positions listed below (the "Bargaining Unit"):

Administrative Account Assistant
Customer Service Representative
Water Utility Worker I, II, III, IV
Treatment Plant Operator I, II
Chief Water Plant Operator
Water System Superintendent

The District and Union agree that any new classifications (Full or Part Time) that may be added or created by the District or through the course of collective bargaining be subject to negotiations to determine whether placement into the bargaining unit is appropriate.

Due to the nature of the Water System Superintendent position, this position cannot be a Steward nor can it be a Bargaining Team Representative. It is also acknowledged that the Water System Superintendent may have benefits that differ from those that are in the MOU.

Section 3. Employee Handbook/District Policies: All District policies and sections of the District Handbook are hereby incorporated into the MOU. Where there are discrepancies between the two, the language of the MOU shall be the controlling language. Where there is no conflict, the Handbook language is the controlling language.

Section 4. Strike: No strike, work stoppage, work slowdown, or other refusal or failure by employees of the District to fully and faithfully perform their job functions and responsibilities shall be permitted. There shall be no other interference of a similar or related nature with the operations of the District by the Union, or by its officers, agents, or members during the term of this MOU, including Union compliance with the request of another employee organization to engage in such activity.

Section 5. Bargaining Unit Work: Bargaining Unit work is work that is defined as being in the job descriptions of the Bargaining Unit members. There shall be no contracting out of Bargaining Unit work, with the following exceptions:

- a. Insufficient staffing to get a particular project completed;
- b. Unsafe conditions that require additional staff or equipment that staff are unable to operate;
- c. The need for special skills that no member of the Bargaining Unit possesses;
- d. Equipment required for a particular job that the District does not have and can only be operated by the owner of such equipment; and
- e. In case of emergencies.

Section 6. Union Rights :

- A. Union Communications: The Union shall have the use of one bulletin board per District location for the posting of Union information. The Union Representative or designated employee will maintain the board(s). The Union shall also have the right and ability to send email communications to designated Union Stewards for the purposes of communicating information.
- B. Use of Facilities: The Union shall be afforded the use, without charge, of District meeting rooms at reasonable times for Union matters. The use of rooms shall not interfere with the business of the District.
- C. Union Negotiating Representatives: The District shall allow for up to two (2) employees paid release time for formal negotiations with the District for the purposes of negotiating a Memorandum of Understanding and any successor agreements. Release time shall include a minimum of 1 hour prior to and 1 hours after each mutually agreed upon negotiation session. The Union will notify the District in writing the names of employees who will participate.
- D. Shop Stewards: The District recognizes the right of the Union to select two (2) Union Stewards. The Union will notify the District in writing of who these employees are, and also when changes to the list occur. Shop Stewards will obtain permission, whenever practicable, from his/her immediate supervisor prior to conducting Union business while on duty. Shop Stewards will allow an adequate amount of time to inform new employees, at the District onboarding process, of Union policies and procedures. The District will notify the Union of the date and time of the employers onboarding meeting with any newly hired employees.
- E. Right to Representation: All members of the SEIU bargaining unit have the right to the presence and representation of a Shop Steward or Union

Field Representative in all investigative meetings which could lead to discipline.

F. Access of Union Representatives: Field staff employed by SEIU 1021 shall be permitted to visit all properties where employees of the bargaining unit perform work for the purpose of observing conditions under which employees are working. Such visits will not unduly interrupt or disrupt normal working operations. Union Representatives will notify the District of their intent to visit the workplace.

G. Deductions: SEIU shall have the exclusive right to payroll deduction for its members in this unit, including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee.

A continuation of SEIU payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

H. Joint Labor Management Committee: Upon request by either the District or the Union, Joint Labor meetings will be held. These meetings shall be held at least monthly if needed.

Section 7. Union Participation in New Hire Orientation (AB 119):

The District shall provide ten (10) days' notice in advance of new hire orientation or onboarding via email to the Union's designated recipient(s) with the date, time and location of the new hire orientation. The District shall authorize paid release time for one (1) Union designee to meet with the employee(s) without loss of compensation.

The District agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding meeting, as small as one individual, within the first seven (7) calendar days from the date of hire during regular working hours and onsite without loss in compensation. The Union shall have the right to access and use the Employer's facilities during this on-boarding meeting.

Each newly hired employee, as part of her or his in person on-boarding meeting, shall be required to attend a mandatory thirty (30) minute session, conducted by a representative of the Union, without the presence of Management, at the start of any on-boarding meeting without loss of compensation. Any newly hired employee who does not attend the session conducted by the Union shall be required to attend a mandatory in person make up session during regular working hours and onsite without loss of compensation. The makeup session shall be arranged and conducted by a representative of the Union. The employer shall notify the employee in writing at least forty eight (48) hours in advance that the employee's attendance is required.

To the extent that the information is available on file, the District shall provide to the Union:

- (1) name;
- (2) job title;
- (3) department;
- (4) work location;
- (5) work telephone number;
- (6) home telephone number;
- (7) personal cellular phone number;
- (8) personal email address; and
- (9) home address of any new employee in the bargaining unit within thirty (30) days of hire.

The District will provide the Union with a list of this information for all employees in the Bargaining Unit via digital file each pay period.

Section 8. New Employee Probation: All new employees hired by the District shall serve an introductory period of twelve (12) months. This shall only be increased by any time taken off that is in an unpaid status. Once an employee has completed their initial twelve (12) month introductory period, the employee shall be considered to be in a “regular” status in the District.

All employee currently employed as of November 19, 2019 shall be considered regular employees.

Section 9. Evaluations:

During an employee’s introductory period, employees shall be given evaluations at the following intervals:

3 months

6 months

9 months

Anniversary of their hire date

Regular employees should receive evaluations yearly, no later than their anniversary date.

Any evaluation that is less than satisfactory shall include a plan of improvement that is clear and measurable.

A satisfactory evaluation that is not done by the employee’s anniversary date for the purposes of moving through the salary scale shall not impact the employee’s progressing to the next step in the salary scale.

Section 10. Posting of Vacant Positions: The District shall post any newly created or newly vacant positions within the bargaining unit for a period of three (3) days. After that period, the District may post the position publicly for the purposes of receiving applications to fill the position.

Section 11. Work Above Class:

Any employee who performs routine work in a higher classification due to vacancy (not including routine time off or vacation coverage) shall be compensated an additional 5% of base wage for the time spent working above class.

Section 12. Layoff/Recall:

Should any member of the Bargaining Unit be laid off due to lack of funds or lack of work, the employee shall be placed on a recall list for that position, or a similar position, for a total of one (1) year.

Employees shall also be granted one (1) week of severance pay for each year that they have been employed for the District up to a maximum of ten (10) years.

Section 13. Use of District Vehicles:

Use of District vehicles outside of normal working hours is prohibited. Exceptions which can be made at the General Manager's discretion include, but are not limited to, inclement weather conditions, safety, attending educational courses or training and attendance at a conference.

Section 14. Safety Conditions at the Worksite(s):

- A. No employee shall be required to work with unsafe equipment or under unsafe circumstances. The District and Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and ensure safe working conditions at all times.
- B. Safety Equipment: With the exception of items of personal clothing, the District agrees to provide such health and safety equipment as may be required by the District or by State/Federal law, rule, regulation or order. Employees must use the equipment provided. Employees are required to

return the safety equipment to the District upon termination, or upon request of the District.

Any employee required to work in a hazardous condition, as specified by state or federal OSHA regulations, shall wear suitable protective safety boots, safety shoes, or other approved protective equipment. Employees required to wear foot protection may elect the option of wearing safety boots or shoes approved by the District.

The District shall supply the appropriate Personal Protective Equipment (PPE) for all employees to maintain a safe work space.

- C. Alternate Equipment: Employees may furnish, at their own cost, and use enhanced or upgraded safety and health equipment upon written approval by the District.
- D. Work Related Injury or Illness: In the event of injury or illness arising out of employment with the District, an employee incurring such injury or illness shall notify his/her immediate supervisor of the injury or illness immediately or as soon as practicable in accordance with District policy. CPUD Employee Handbook Section 6A shall be the controlling provision for this section.
- E. Unsafe Equipment/Conditions: As soon as practicable, an employee shall notify his/her immediate supervisor about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate any such claims and shall advise the affected employee(s) of any corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to a Joint Labor-Management Committee for discussion and resolution.
- F. Right to Refuse Unsafe Work: No employee shall be disciplined for having refused to work with equipment or under conditions that she/she believes are a danger to his/her life or the life of others.

Employees are to use the Job Hazard Analysis form to complete and address investigation for recommendation of corrective action.

Section 15. Vacation:

After an employee has completed one (1) full year of continuous service, the employee shall accrue vacation as follows:

- 1 year but less than 5 years: 10 working days
- 5 years but less than 10 years: 15 working days
- 10 years but less than 20 years: 20 working days
- 20 years and more: 25 working days

All vacation pay shall be at the employee's regular base rate of pay. Employee's vacation is accrued on a monthly basis.

Employees may accrue up to two times their annual accrual. If any employee reaches their maximum accrual, then any additional accruals shall be credited to the employee's sick leave accruals.

Vacation time may be requested after it is accrued. Vacation time will not be granted for any time requested but not accrued. All vacation requests must be submitted to the District General Manager or designee for approval prior to being taken. In the case where two or more employees request the same period of time off, preference will be given to the employee who has submitted their request first, and in the case of requests being submitted simultaneously, the more senior employee's request shall have preference.

At termination of employment with the District, all accrued vacation time shall be paid out to the employee.

Section 16. Leave:

Sick Leave- Employees shall earn sick leave at the rate of four (4) hours per pay period (which is equal to one day per month). Employees can accrue up to ninety six (96) hours per year. Employees will not accrue sick leave if in an unpaid status. There is no cap to how much sick leave can be accrued.

Sick leave with pay shall be granted upon approval of the District General Manager, or designee, for absence from work due to illness, non-industrial injury, and quarantine due to exposure to a contagious disease, serious illness or death of a spouse/significant other or member of the immediate family (in coordination with Bereavement Leave) or pregnancy, childbirth or related medical condition. In addition, if completion of Request for Time Off form is provided, the District General Manager, or designee, may grant sick leave for dentist and doctor appointments and prescribed sickness prevention measures.

If the District General Manager, or designee, requires proof of absence, this must be made known to the employee at the time the employee requests the time off, and shall be furnished upon return to work.

In order to receive compensation while on sick leave, the employee shall notify the District General Manager, or designee, prior to the beginning of the employees scheduled shift. The District shall establish, in writing, how this should be done. If an employee is to miss more than one (1) day due to illness, the employee shall notify the District each day they are to be off. If possible, the employee shall notify the District the day prior to returning to work (in the case of multiple day absences).

Sick leave is not a privilege that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or family member. Use of sick leave to care for immediate family members shall not extend beyond a period of five (5) consecutive working days or a total of six (6) days in a calendar year, unless approved by the District Manager or designee.

Up to two (2) days of sick leave may be used to augment bereavement leave upon approval of the District General Manager or designee. Sick leave may not be used in lieu of vacation leave.

If an employee has an injury or illness which entitles him/her to compensation payments from the District under the provisions of Workers' Compensation law, and if the employee, as a result of this injury or illness, is unable to perform the duties of his/her employment, the employee shall receive his/her regular salary up to the amount of accumulated sick leave.

No payment for sick leave shall be made to any employee for unused sick leave accrued to his/her credit at the time of termination of employment for reasons other than retirement. Employees who retire in accordance with the District's CalPERS contract, and are in good standing, shall extend their service credit for accrued sick leave as provided in the PERS contract.

Employees may voluntarily elect to donate paid leave hours, including sick leave and vacation leave, to another employee, if the employee or the employee's immediate family has a serious illness or injury that requires ongoing treatment or care. Said leave shall be considered equivalent irrespective of rates of pay.

- All requests to donate paid leave must be in writing and shall be subject to the approval of the District General Manager or designee. Satisfactory verification by a medical provider may be required prior to approval of any donation of paid leave hours.
- Both the donating and receiving employee must not have been counseled for excessive absenteeism or sick leave abuse within the twelve (12) months prior to requesting the donation.
- The donating employee must retain no less than one hundred sixty (160) hours of paid leave in the category of leave that they choose to donate.
- The receiving employee must have no more than forty (40) hours of accrued leave in the category that they are to receive donated hours.

- A leave of absence without pay may be granted for illness or other reasons after accrued sick leave and vacation leave have run out as set forth in the Leave of Absence section of this Memorandum of Understanding.

Bereavement Leave- In the event of a death in an employee's immediate family, (mother, father, step-mother, step-father, spouse, mother-in-law, father-in-law, domestic partner, son, daughter, brother, sister, step child, child for whom the employee is the legal guardian, grandchild, grandparents) an employee shall be granted bereavement leave to attend the funeral. Said bereavement leave is defined as a maximum of three (3) consecutive calendar days. The employee shall be paid their regular rate of pay for any scheduled work time lost during such leave. This is in addition to regular sick leave and vacation time. The employee will, at the time of the request, indicate their choice as to the day on which bereavement leave is to begin. The District General Manager or designee may require certification.

Jury/Witness Duty- An employee summoned for jury duty or subpoenaed as a witness will promptly notify the District main office of each scheduled work day that he/she will not be reporting to work while serving as a juror or witness. While performing juror/witness duty, he/she will be given paid leave of absence for the duration of said duty. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Is it also conditional upon the employee's conveyance to the District of any compensation received as a juror or witness, not including any travel or meal allowance received.

Authorized Leave of Absence- The District General Manager, or designee, may grant a full-time employee a leave of absence without pay for up to sixty (60) calendar days. The Board of Directors may grant a leave of absence of greater length than sixty (60) calendar days. A written request for an extension of leave granted by the District General Manager must be submitted in writing no less than two (2) weeks before the end of the original leave.

A leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation or sick leave. Employees on leave without pay

do not accrue sick leave or vacation time. An employee who wishes to maintain any or all of their insurance benefits may do so by paying the premiums for the benefits for the period they are on the leave of absence without pay.

If an employee is disabled or otherwise injured or unable to work, the period of time that the employee is on disability and/or receiving benefits under the District's Workers' Compensation program, shall be considered a period of authorized leave without pay.

When an employee is granted leave without pay, it is with the understanding that, at the conclusion of the leave, the employee will be returned to his or her same or comparable position after the conclusion of the leave.

Unauthorized Absence- Unauthorized absence from work for three (3) consecutive working days shall be considered as a voluntary resignation. An unauthorized absence is a no-call or no-show for a scheduled shift.

After three (3) consecutive working days of unauthorized absence from work, the employee shall be notified in writing that the absence will be considered as a resignation. This notification shall be personally served on the employee or sent by registered mail to his/her last known address on file with the District.

Section 17. Holidays:

The following shall be recognized holidays:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day

Employees who are assigned to work on any designated holiday shall be compensated at time-and-a-half of their base hourly rate. Employees who do not work on the day will receive eight (8) hours of pay.

If a holiday falls on a Saturday, the preceding Friday will be the designated holiday. If a holiday falls on a Sunday, then the following Monday will be the designated holiday.

Section 18. Hours of Work:

- A. Work Week: The work week shall consist of forty (40) hours within seven (7) consecutive days designated by the District. The forty (40) hour work week shall include all time in paid status (sick, vacation, holiday, comp).
- B. Normal Hours: The normal work day is eight (8) hours long, exclusive of an unpaid lunch break. Depending on the length of the lunch break, office hours shall be from 8:00 am to 4:30 pm. Field staff hours shall be 7:00 am to 3:30 pm. Permanent day off or schedule changes shall be in writing and based upon seniority between all qualified individuals at the work site. Work schedules shall not be altered as a disciplinary measure against any employee.
- C. District Board Meetings: Any employee mandated to work or attend CPUD Board Meetings will be compensated either for the exact time that they are at the meeting, or a minimum of four (4) hours, whichever is greater.
- D. Lunch Breaks/Rest Breaks: Each employee shall be entitled to an unpaid half hour or one hour lunch break at approximately the mid-point of their scheduled shift. Employees shall also receive two (2) fifteen minute breaks per work day, one each in the morning and afternoon.
- E. Overtime: Any and all hours worked outside of the normal eight (8) hour work day will be considered overtime. Overtime shall be paid at time-and-a-half of normal base salary. Any work in excess of twelve (12) hours in a

single day shall be paid at two times the base hourly pay rate of the individual.

All overtime must be approved by a Department Head, Supervisor, or the General Manager, except in the case of an emergency where the employee uses their best judgement and expertise evaluating the issue while notifying one of the aforementioned.

Section 19. Wages:

The District shall increase the base wage by 10% effective August 1, 2020.

The District shall increase the base wage by 3% effective August 1, 2021.

Salary Steps-

All employees shall be paid according to the Salary Structure, attached as Appendix A to this MOU, with the following guidelines:

- Step A- Starting Pay when hired;
- Step B- Eligible 12 months from anniversary date of hire;
- Step C- Eligible 30 months from anniversary date of hire;
- Step D- Eligible 48 months from anniversary date of hire; and
- Step E- Eligible 66 months from anniversary date of hire.

Each employee must receive a satisfactory performance evaluation and complete the above-required time of employment in order to advance to the next step.

All step increases must be approved by the District General Manager or designee prior to becoming effective. If this approval is delayed past the first pay period of the anniversary date of the employee, the step increase will be retroactive to the actual anniversary date.

If any employee is hired into a step that is above Step A, all other similarly situated employees (classification) will be moved to the same step.

Pesticide Spray License- Any employee who holds a license for pesticide spray shall be compensated an additional 1% of base salary.

Class A or B License- Any employee who must maintain a Class A or B license to perform their job shall be compensated an additional 1% of base salary for holding and maintaining the license.

On Call/Stand By status-

Any employee of the District who is scheduled for On Call/Stand By status by the District shall be compensated according to the description below.

If an employee is required to work during this time, the employee will cease being in On Call/Stand By status and transition into overtime status. Overtime shall be paid for hours worked with a minimum of two (2) per call. The time shall start when the employee leaves their home and ends when they return.

Once the call is over, the employee will resume being in an On Call/Stand By status.

Employees who are scheduled to be On Call shall be compensated as follows:

1.5 times regular pay for 1 hour each on Monday through Friday; and

1.5 times regular pay for 2 hours each on Saturday and Sunday (or recognized District Holiday as listed in Section 17 hereof).

Employees who are in this status shall maintain a means of communication and be no more than thirty (30) minutes from the District. Employees shall be provided a phone by the District for contact/work purposes only. Call back starts when the employee leaves home and ends when the employee returns home.

Section 20. Benefits:

Health Insurance: The District shall pay 100% of the current PERS Choice other Northern Health Insurance premium for the employee and employee's dependents.

Health Insurance at Retirement: Retiree medical insurance is available per the District's CalPERS contract under a vesting schedule (current schedule found in the District Handbook).

Flexible Benefit Plan: The District shall offer a Section 125 Flexible Benefit Plan that allows employees to set aside pre-tax dollars for Dependent Care or Medical Care reimbursement. The plan is optional for employees and the District does not make any type of contributions toward the plan. Plan options are effective annually in January of each year.

Retirement: Classic PERS members will maintain their retirement benefit of 2.7% at 55. All current percentage splits (employer/employee) shall remain as is during the life of this MOU.

New CalPERS members, as defined in PEPPRA (Public Employees Pension Reform Act), will maintain their retirement benefit of 2% at 62, in accordance with AB 340. All current percentage splits (employer/employee) shall remain as-is during the life of this MOU.

Life Insurance: Life and Accidental Death and Dismemberment (AD&D) are provided to the employees, with 100% of the premiums paid by the District.

Dental/Vision Insurance: The District shall pay 100% of the premium for the employee and dependent premium costs. The District currently provides dental coverage through Delta Dental and vision coverage through Vision Service Plan (VSP). Coverage is provided effective on the first of the month following thirty (30) days of continuous employment. All employees and dependents are required to enroll.

457 Deferred Compensation Plan: The District shall offer employees the option to participate in this plan(s). Any contributions made by an employee shall be pre-tax contributions.

Section 21. Grievance Procedure:

SEIU Local 1021 and the Calaveras Public Utility agree that settling grievances at the lowest possible level is in the best interests of all concerned.

Informal Grievance: Any employee who believes that he/she has a grievance (violation of the terms of the MOU or the District Employee Handbook) shall present the evidence thereof orally or in writing to the District General Manager within five (5) working days after the employee knew, or reasonable should have known, of the circumstances that form the basis for the alleged grievance. The General Manager shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. The General Manager shall give his/her decision in writing to the employee, and a copy of the decision shall be placed in the employee's personnel file. It is the intent of this information grievance procedure that at least one personal meeting be held between the employee and the General Manager, and that a written record of the informal grievance and resolution be retained.

Initiate Formal Grievance: If the informal grievance process has not resolved the matter to the employee's satisfaction, the grievant or representative must present his/her grievance in writing to the General Manager within five (5) working days after notification of the decision on the informal grievance. The Formal Grievance shall include the following:

- A concise statement of the grievance, including specific reference to any MOU section, law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- The circumstances involved;
- The decision rendered by the immediate supervisor (if any) on the informal grievance;
- The specific remedy sought.

Formal Grievance Step 1:

Upon receipt of the Formal Grievance, the General Manager shall investigate the grievance; confer with the employee and the employee's duly authorized representative, in an attempt to resolve the grievance. The General Manager shall communicate his/her decision within five (5) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons for it, and will be transmitted promptly to all parties in interest. If the General Manager does not respond within five (5) working days, the grievant may appeal to the next level.

Formal Grievance Step 2:

If the employee is not satisfied by the decision rendered by the General Manager in Step 1, he/she may appeal the grievance no more than five (5) working days after receiving notification of that decision to the Board of Directors. The written appeal must include the informal grievance decision, the formal grievance and resulting decision, and a clear, concise statement of the reasons for the appeal to the Board of Directors.

Within ten (10) working days of receipt of the appeal, the Board President or his/her duly appointed representative shall meet with the employee and investigate the grievance prior to the Board of Directors meeting during which the employee's appeal will be considered. Following the hearing on the appeal, the Board of Directors shall provide a written statement of the Board's decision to all parties in interest within five (5) days after the hearing on the appeal. The goal of this step is to come to a mutually agreeable settlement of the grievance.

Grievance Rules:

If an employee does not follow the timelines listed for filing or appeals, then the grievance shall be deemed withdrawn.

Failure by the District to give the appropriate responses within the timelines listed shall entitle the employee to move their grievance to the next level. Timelines may be extended by mutual agreement.

Serious Discipline Appeals:

Serious Discipline shall be considered any disciplinary action that involves loss of pay, suspension, demotion or termination.

In issues involving serious discipline, the grievance procedure shall be followed through the first two (2) steps. Except for employees still in their twelve (12) month introductory period, if a regular employee is suspended for more than three (3) days, demoted more than one (1) pay step, or terminated from employment, and the disciplinary action implemented by the District remains disputed by the employee, the Union and District shall submit a joint letter to the State Mediation and Conciliation Service to obtain a list of arbitrators. If an arbitrator is not jointly selected, then an alternative strike method shall be used to choose the arbitrator.

Progressive Discipline:

The Union and District agree to utilize the Progressive Discipline process as follows:

Counseling or Verbal Warning

Written Warning

Suspension or Demotion

Termination

Section 22. Full Understanding, Modification, Waiver and Severability:

- A. Full Understanding. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- B. No Interim Bargaining. It is agreed and understood that during the negotiations which culminated in this MOU each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this MOU.
- C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the General Manager and/or the Board of Directors.
- D. Waiver. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

- E. Severability. If, during the term of this MOU, there exists any applicable law, rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with, or enforcement of, any provisions of this MOU, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this MOU shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this MOU, the District and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.

Appendix A- Salary Scale: The Salary Scale attached hereto as Appendix A is hereby incorporated into this MOU. Whenever the Salary Scale is changed due to salary increases, the District and Union will both sign and date a new Appendix A and incorporate it in the MOU under this section.

Agreed to this ____ day of December, 2020 at San Andreas, California.

SEIU Local 1021

CALAVERAS PUBLIC UTILITY DISTRICT

William R. Petrone
Regional Director, SEIU Local 1021

J.W. Dell'Orto, Board President

Bargaining Unit Representative

Donna Leatherman, General Manager

CPUD Salary Structure by Job Title

Job Title	Pay Range	Step A		Step B		Step C		Step D		Step E	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Customer Service Representative (Part-time)	1	\$2,242.93	\$12.94	\$2,355.60	\$13.59	\$2,471.73	\$14.26	\$2,596.53	\$14.98	\$2,726.53	\$15.73
Account Clerk I / Cust. Service Rep.	3	\$2,355.60	\$13.59	\$2,471.73	\$14.26	\$2,596.53	\$14.98	\$2,726.53	\$15.73	\$2,863.47	\$16.52
Account Clerk II	5	\$2,596.53	\$14.98	\$2,726.53	\$15.73	\$2,863.47	\$16.52	\$3,009.07	\$17.36	\$3,159.87	\$18.23
Account Clerk III / Admin Account Assistant	6	\$2,726.53	\$15.73	\$3,009.07	\$16.52	\$3,159.87	\$17.36	\$3,317.60	\$18.23	\$3,484.00	\$19.14
Account Clerk III / Admin Account Assistant*	14	\$2,726.53	\$15.73	\$3,009.07	\$16.52	\$3,159.87	\$17.36	\$3,317.60	\$18.23	\$3,484.00	\$19.14
Water Utility Worker I	10	\$3,317.60	\$19.14	\$3,317.60	\$20.10	\$3,484.00	\$21.10	\$3,659.07	\$22.16	\$3,841.07	\$23.27
Water Utility Worker II	12	\$3,659.07	\$21.11	\$3,659.07	\$22.16	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65
Water Utility Worker III	14	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65	\$4,446.00	\$26.93	\$4,667.87	\$28.28
Water Utility Worker IV	17										
Treatment Plant Operator I	12	\$3,659.07	\$21.11	\$3,659.07	\$22.16	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65
Treatment Plant Operator II	15	\$3,841.07	\$22.16	\$4,033.12	\$23.27	\$4,234.78	\$24.43	\$4,446.51	\$25.65	\$4,668.84	\$26.94
Chief Treatment Plant Operator	17	\$4,667.87	\$26.93	\$4,901.87	\$28.28	\$5,146.27	\$29.69	\$5,404.53	\$31.18	\$5,673.20	\$32.73
Water System Superintendent	23-26	\$5,957.47	\$43.23	\$6,255.60	\$45.39	\$6,567.60	\$47.66	\$7,136.13	\$50.04	\$7,493.20	\$52.55
District Manager	n/a	\$8,261.07	\$47.66	\$7,867.60	\$50.04	\$8,261.07	\$52.55	\$8,673.60	\$53.31	\$9,106.93	\$55.98
Engineer	n/a	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Assistant	n/a	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chief Water Distribution Operator	n/a										

effective 7/1/2018

Account Clerk III / Admin Account Assistant*

Salary range changed to 14 per Board action 9/2020.

CALAVERAS PUBLIC UTILITY DISTRICT

SALARY STRUCTURE

Fiscal Year 2018/2019

1.100

	Step A		Proposed	Step B		Proposed	Step C		Proposee	Step D		Proposed	Step E		Proposed
1	\$2,420.38	\$13.96	\$15.36	\$2,541.49	\$14.66	\$16.13	\$2,667.94	\$15.39	\$16.93	\$2,801.51	\$16.16	\$17.78	\$2,942.21	\$16.97	\$18.67
3	\$2,541.49	\$14.66	16.13	\$2,667.94	\$15.39	\$16.93	\$2,801.51	\$16.16	\$17.78	\$2,942.21	\$16.97	\$18.67	\$3,090.04	\$17.83	\$19.61
4	\$2,667.94	\$15.39	16.93	\$2,801.51	\$16.16	\$17.78	\$2,942.21	\$16.97	\$18.67	\$3,090.04	\$17.83	\$19.61	\$3,244.98	\$18.72	\$20.59
5	\$2,801.51	\$16.16	17.78	\$2,942.21	\$16.97	\$18.67	\$3,090.04	\$17.83	\$19.61	\$3,244.98	\$18.72	\$20.59	\$3,407.05	\$19.66	\$21.62
6	\$2,942.21	\$16.97	18.67	\$3,090.04	\$17.83	\$19.61	\$3,244.98	\$18.72	\$20.59	\$3,407.05	\$19.66	\$21.62	\$3,578.03	\$20.64	\$22.71
7	\$3,090.04	\$17.83	19.61	\$3,244.98	\$18.72	\$20.59	\$3,407.05	\$19.66	\$21.62	\$3,578.03	\$20.64	\$22.71	\$3,756.13	\$21.67	\$23.84
8	\$3,244.98	\$18.72	20.59	\$3,407.05	\$19.66	\$21.62	\$3,578.03	\$20.64	\$22.71	\$3,756.13	\$21.67	\$23.84	\$3,943.13	\$22.75	\$25.02
9	\$3,407.05	\$19.66	21.62	\$3,578.03	\$20.64	\$22.71	\$3,756.13	\$21.67	\$23.84	\$3,943.13	\$22.75	\$25.02	\$4,144.39	\$23.91	\$26.30
10	\$3,578.03	\$20.64	22.71	\$3,756.13	\$21.67	\$23.84	\$3,943.13	\$22.75	\$25.02	\$4,144.39	\$23.91	\$26.30	\$4,350.98	\$25.10	\$27.61
11	\$3,756.13	\$21.67	23.84	\$3,943.13	\$22.75	\$25.02	\$4,144.39	\$23.91	\$26.30	\$4,350.98	\$25.10	\$27.61	\$4,568.27	\$26.36	\$28.99
12	\$3,943.13	\$22.75	25.02	\$4,144.39	\$23.91	\$26.30	\$4,350.98	\$25.10	\$27.61	\$4,568.27	\$26.36	\$28.99	\$4,796.23	\$27.67	\$30.44
13	\$4,144.39	\$23.91	26.30	\$4,350.98	\$25.10	\$27.61	\$4,568.27	\$26.36	\$28.99	\$4,796.23	\$27.67	\$30.44	\$5,036.67	\$29.06	\$31.96
14	\$4,350.98	\$25.10	27.61	\$4,568.27	\$26.36	\$28.99	\$4,796.23	\$27.67	\$30.44	\$5,036.67	\$29.06	\$31.96	\$5,287.79	\$30.51	\$33.56
15	\$4,568.27	\$26.36	28.99	\$4,796.23	\$27.67	\$30.44	\$5,036.67	\$29.06	\$31.96	\$5,287.79	\$30.51	\$33.56	\$5,551.38	\$32.03	\$35.23
16	\$4,796.23	\$27.67	30.44	\$5,036.67	\$29.06	\$31.96	\$5,287.79	\$30.51	\$33.56	\$5,551.38	\$32.03	\$35.23	\$5,829.21	\$33.63	\$36.99
17	\$5,036.67	\$29.06	31.96	\$5,287.79	\$30.51	\$33.56	\$5,551.38	\$32.03	\$35.23	\$5,829.21	\$33.63	\$36.99	\$6,121.30	\$35.32	\$38.85
18	\$5,287.79	\$30.51	33.56	\$5,551.38	\$32.03	\$35.23	\$5,829.21	\$33.63	\$36.99	\$6,121.30	\$35.32	\$38.85	\$6,427.63	\$37.08	\$40.79
19	\$5,551.38	\$32.03	35.23	\$5,829.21	\$33.63	\$36.99	\$6,121.30	\$35.32	\$38.85	\$6,427.63	\$37.08	\$40.79	\$6,748.21	\$38.93	\$42.83
20	\$5,829.21	\$33.63	36.99	\$6,121.30	\$35.32	\$38.85	\$6,427.63	\$37.08	\$40.79	\$6,748.21	\$38.93	\$42.83	\$7,084.82	\$40.87	\$44.96
21	\$6,121.30	\$35.32	38.85	\$6,427.63	\$37.08	\$40.79	\$6,748.21	\$38.93	\$42.83	\$7,084.82	\$40.87	\$44.96	\$7,699.26	\$44.42	\$48.86
22	\$6,427.63	\$37.08	40.79	\$6,748.21	\$38.93	\$42.83	\$7,084.82	\$40.87	\$44.96	\$7,699.26	\$44.42	\$48.86	\$8,083.96	\$46.64	\$51.30
23	\$6,748.21	\$38.93	42.83	\$7,084.82	\$40.87	\$44.96	\$7,699.26	\$44.42	\$48.86	\$8,083.96	\$46.64	\$51.30	\$8,488.25	\$48.97	\$53.87
24	\$7,084.82	\$40.87	44.96	\$7,699.26	\$44.42	\$48.86	\$8,083.96	\$46.64	\$51.30	\$8,488.25	\$48.97	\$53.87	\$8,912.12	\$51.42	\$56.56
25	\$7,699.26	\$44.42	48.86	\$8,083.96	\$46.64	\$51.30	\$8,488.25	\$48.97	\$53.87	\$8,912.12	\$51.42	\$56.56	\$9,357.37	\$53.98	\$59.38
26	\$8,083.96	\$46.64	51.30	\$8,488.25	\$48.97	\$53.87	\$8,912.12	\$51.42	\$56.56	\$9,357.37	\$53.98	\$59.38	\$9,825.78	\$56.69	\$62.36
27	\$8,488.25	\$48.97	53.87	\$8,912.12	\$51.42	\$56.56	\$9,357.37	\$53.98	\$59.38	\$9,825.78	\$56.69	\$62.36	\$10,317.33	\$59.52	\$65.48
28	\$8,912.12	\$51.42	56.56	\$9,357.37	\$53.98	\$59.38	\$9,825.78	\$56.69	\$62.36	\$10,317.33	\$59.52	\$65.48	\$10,833.82	\$62.50	\$68.75
29	\$9,357.37	\$53.98	59.38	\$9,825.78	\$56.69	\$62.36	\$10,317.33	\$59.52	\$65.48	\$10,833.82	\$62.50	\$68.75	\$11,375.25	\$65.63	\$72.19
30	\$9,825.78	\$56.69	62.36	\$10,317.33	\$59.52	\$65.48	\$10,833.82	\$62.50	\$68.75	\$11,375.25	\$65.63	\$72.19	\$11,943.39	\$68.90	\$75.79
31	\$10,317.33	\$59.52	65.48	\$10,833.82	\$62.50	\$68.75	\$11,375.25	\$65.63	\$72.19	\$11,943.39	\$68.90	\$75.79	\$12,540.02	\$72.35	\$79.58

Board approved effective date: 7.1.18

proposed per SEIU negotiations

Update: 2019 FEMA Storm Damage Projects:

- a. Resolution 2020-20 Accepting the Work on the 2019 FEMA Storm Damage Repair Project – FEMA 4431-DR-CA – Moyle Excavation**

Background

The Engineers memo provides recommendation for acceptance and information on the 2019 FEMA Storm Damage Repair Projects which were completed by Moyle Excavation on November 19, 2020. Additionally, the memo provides a recap of cost, change orders the cost breakdown summary.

Recommended Action: Approve Resolution 2020-20 Accepting the Work on the 2019 FEMA Storm Damage Repair Project – FEMA 4431-DR-CA – Moyle Construction



Resolution 2020-20

**A RESOLUTION ACCEPTING THE WORK ON THE
2019 FEMA STORM DAMAGE REPAIR PROJECT – FEMA 4431-DR-CA**

WHEREAS, the District Engineer has certified all work on the "2019 FEMA Storm Damage Repair Project" was substantially complete on November 17, 2020 in accordance with the approved project plans and specifications.

WHEREAS that the work completed by Moyle Excavation on the "2019 FEMA Storm Damage Repair Project" has been completed satisfactorily and is hereby accepted.

NOW THEREFORE BE IT RESOLVED that the Board Chair is authorized to execute the Notice of Completion and cause it to be filed with the Calaveras County Recorder.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 8th day of December 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

J.W. Dell'Orto, President
Board of Directors

ATTEST:

Donna Leatherman, General Manager

When Recorded Return To:

Calaveras Public Utility District
P.O. Box 666
San Andreas, CA 95249

**NOTICE OF COMPLETION
CALAVERAS PUBLIC UTILITY DISTRICT**

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of Completion: November 17, 2020.

Name and Address of the Owner: Calaveras Public Utility District (CPUD), P.O. Box 666,
San Andreas, California 95249

Nature of the Interest or Estate of the Owner: Owner in fee simple.

Description of the Site: The work is located at six separate sites across the District's jurisdiction.

Name and Address of the Contractor for the above Work of Improvement: Moyle
Excavation, P.O. Box 498, Jamestown, CA 95327.

General Statement of Kind of Work Done or Materials Furnished: The work involves debris removal, road repair, erosion repair, and a culvert replacement.

CALAVERAS PUBLIC UTILITY DISTRICT – OWNER

By _____
J.W. Dell'Orto, Board Chair
Board of Directors

J.W. Dell'Orto declares:

I, the undersigned, declare that I am the Board Chair of the Board of Directors of the Calaveras Public Utility District, and that I have read the foregoing Notice and know its contents, and that the same is true to the best of my knowledge and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed at San Andreas, California on the 8th day of December 2020.

J.W. Dell'Orto, Board Chair
Calaveras Public Utility District

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

TO: The Board of Directors

FROM: Matt Ospital, District Engineer

RE: 2019 FEMA Storm Damage Repair Project
FEMA 4431-DR-CA

DATE: December 1, 2020

Recommendation:

This memorandum certifies that all repairs required for the "2019 FEMA Storm Damage Repair Project" as set forth in the Notice to Contractors dated July 23, 2020 were completed by Moyle Excavation on November 17, 2020 in substantial compliance with the plans and specifications.

Table 1 below is a breakout of the total contract price for Moyle Excavation:

Table 1: Moyle Excavation Contract Price	
Original Contract Price	\$ 274,256.00
Contract Change Order #1 – River Pump Station Debris Removal	\$ 14,091.00
Contract Change Order #2 – Water Treatment Plant Damaged Storm Drain	\$ 49,094.00
Contract Change Order #3 – River Pump Station Debris Relocation	\$ 13,647.00
Contract Change Order – Final (Quantity Adjustments)	-\$ 14,388.82
TOTAL	\$ 336,699.18

It is hereby recommended that the Board of Directors, by resolution, accept the work as complete and authorize filing of the Notice of Completion.

Additional Information:

Last year the District began pursuing funding with FEMA to repair damages that resulted from the severe winter storms on February 13 – 15, 2019. Under the Public Assistance Program, FEMA obligates 75%, Cal OES obligates 18.75%, and the District obligates 6.25% of eligible costs. Additionally, FEMA may reimburse up to 5% of the total agency obligated funds to cover grant management costs as part of Category Z.

Six Damage Categories were identified at nine different District facility sites/easement areas. It was discovered after submitting the application that one of the damage sites along Highway 26, that consisted of a roadside pipe exposure damage, would not be covered by FEMA funding because it is within the Federal Highway Administration (FHWA) jurisdiction. It was noted at the March 10, 2020 Board meeting that the Highway 26 repair project would be completed with the remaining FEMA repair projects and paid for with District funds.

Below is a table that summarizes the cost sharing of the Moyle contract:

<u>Contract Cost Breakdown</u>	
Moyle Contract Total	\$ 336,699.18
1. Hwy 26 Repair(100% District Cost Share)	\$ 15,000.00
2. Total FEMA Project Cost	\$ 321,699.18
a. FEMA/State Cost Share (93.75%)	\$ 301,592.98
b. District Cost Share (6.25%)	\$ 20,106.20

CALAVERAS PUBLIC UTILITY DISTRICT
2019 FEMA STORM DAMAGE REPAIR PROJECTS - FEMA EVENT #4431-DR-CA
PROGRESS PAY ESTIMATE #1
11/24/2020

Site 1.0 - Highway 26 Roadside Pipe Exposure

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY.	CONTRACT		PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
				UNIT PRICE	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL
1	Locate & Protect Existing Utilities	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
2	Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	1.00	\$3,500.00
3	Caltrans Encroachment Permit Compliance	LS	1.00	\$3,500.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	1.00	\$3,500.00
4	Clearing and Grubbing	LS	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
5	Class 4 Backfill	CY	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	3.00	\$6,000.00	3.00	\$6,000.00
				Subtotal				\$15,000.00		\$15,000.00	

Site 2.0 - Independence Road Pipe Exposure & Culvert Replacement

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY.	CONTRACT		PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
				UNIT PRICE	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL
1	Locate & Protect Existing Utilities	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
2	Clearing and Grubbing	LS	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
3	24" Dia. HDPE Culvert	LF	20.00	\$170.00	\$3,400.00	0.00	\$0.00	20.00	\$3,400.00	20.00	\$3,400.00
4	Class 4 Backfill	CY	30.00	\$500.00	\$15,000.00	0.00	\$0.00	27.00	\$13,500.00	27.00	\$13,500.00
5	Drainage Ditch Work (Type B)	LF	275.00	\$54.00	\$14,850.00	0.00	\$0.00	275.00	\$14,850.00	275.00	\$14,850.00
6	Rock Slope Protection (Class 2)	TN	75.00	\$135.00	\$10,125.00	0.00	\$0.00	43.03	\$5,809.05	43.03	\$5,809.05
				Subtotal				\$39,559.05		\$39,559.05	

Site 3.0 - Glencoe Pump Station Roadside Repair

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY.	CONTRACT		PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
				UNIT PRICE	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL
1	Locate & Protect Existing Utilities	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
2	County Encroachment Compliance	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
3	Minor Grading	LS	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	1.00	\$2,000.00
4	Drainage Ditch Work (Type C)	LF	125.00	\$45.00	\$5,625.00	0.00	\$0.00	103.00	\$4,635.00	103.00	\$4,635.00
5	Rock Slope Protection (Class 3)	TN	15.00	\$98.00	\$1,470.00	0.00	\$0.00	43.44	\$4,257.12	43.44	\$4,257.12
6	Aggregate Base Rock (6" Thick)	TN	110.00	\$69.00	\$7,590.00	0.00	\$0.00	143.00	\$9,867.00	143.00	\$9,867.00
7	Ballast Rock (6" Thick)	TN	130.00	\$69.00	\$8,970.00	0.00	\$0.00	95.18	\$6,567.42	95.18	\$6,567.42
				Subtotal		\$26,655.00		\$28,326.54		\$28,326.54	

Site 6.0 - Schaads Reservoir Debris Removal

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY.	CONTRACT		PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
				UNIT PRICE	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL
1	Locate & Protect Existing Utilities	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
2	Sediment Debris Removal	LS	1.00	\$8,000.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00	1.00	\$8,000.00
3	Reservoir Debris Removal	CY	500.00	\$55.00	\$27,500.00	0.00	\$0.00	120.00	\$6,600.00	120.00	\$6,600.00
Subtotal					\$36,000.00		\$0.00		\$15,100.00		\$15,100.00

Site 7.0 - Main Control Valve Access Road Repairs

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY.	CONTRACT		PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
				UNIT PRICE	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL	CONST. QTY.	ITEM TOTAL
1	Locate & Protect Existing Utilities	LS	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
2	Aggregate Base Rock (6" Thick)	TN	1,150.00	\$67.00	\$77,050.00	0.00	\$0.00	1,235.19	\$82,757.73	1235.19	\$82,757.73
Subtotal					\$77,550.00		\$0.00		\$83,257.73		\$83,257.73

Total - All Sites \$274,256.00 \$0.00 \$259,867.18 \$259,867.18

CCO#1											
1	Cleanout & Existing CMP Inlet at Site #4.	LS	1.00	\$14,091.00	\$14,091.00	0.00	\$0.00	1.00	\$14,091.00	1.00	\$14,091.00
Subtotal					\$14,091.00		\$0.00		\$14,091.00		\$14,091.00

CCO#2											
1	River Pump Debris Removal at Site #5	LS	1.00	\$49,094.00	\$49,094.00	0.00	\$0.00	1.00	\$49,094.00	1.00	\$49,094.00
Subtotal					\$49,094.00		\$0.00		\$49,094.00		\$49,094.00

CCO#3									
1	River Pump Debris Removal at Site #5	LS	1.00	\$13,647.00	\$13,647.00	0.00	\$0.00	1.00	\$13,647.00
				Subtotal	\$13,647.00		\$0.00		\$13,647.00
				TOTALS	\$337,441.00		\$0.00		\$336,699.18

Reviewed & Recommended for Payment

Matt Ospital 11/24/20
MATT OSPITAL, DISTRICT ENGINEER DATE
WGA, INC.

TOTAL WORK COMPLETED TO DATE :	\$336,699.18
LESS PREVIOUS WORK :	\$0.00
LESS 5% RETENTION :	\$16,834.96
PAYMENT AMOUNT:	\$279,970.88

Accepted By Contractor:
[Signature] 11-30-20 DATE
MOYLE EXCAVATION INC.

Approved By: CPUD
[Signature] 12/2/20 DATE
DONNA LEATHERMAN, MANAGER

CALAVERAS PUBLIC UTILITY DISTRICT		ORDER NO. FINAL
CONTRACT CHANGE ORDER		DATE: November 24, 2020
		STATE: CALIFORNIA
Contract for: 2019 FEMA Storm Damage Repair Project - FEMA Event #4431-DR-CA		COUNTY: CALAVERAS
Owner: CALAVERAS PUBLIC UTILITY DISTRICT		
To: Moyle Excavation, Inc.		(Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:		
Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
SITE 1.0 Bid Item #5, Add 2 CY at \$2,000/CY		\$4,000.00
SITE 2.0 Bid Item #4, Deduct 3 CY at \$500/CY	-\$1,500.00	
Bid Item #6, Deduct 31.97 TONS at \$135/TON	-\$4,315.95	
SITE 3.0 Bid Item #4, Deduct 22 LF at \$45/LF	-\$990.00	
Bid Item #5, Add 28.44 TONS at \$98/TON		\$2,787.12
Bid Item #6, Add 33 TONS at \$69/TON		\$2,277.00
Bid Item #7, Deduct 34.82 TONS at \$69/TON	-\$2,402.58	
SITE 4.0 Bid Item #3, Deduct 31.99 TONS at \$86/TON	-\$2,751.14	
Bid Item #5, Add 18 LF at \$23/LF		\$414.00
Bid Item #7, Add 45 TONS at \$73/TON		\$3,285.00
SITE 6.0 Bid Item #3, Deduct 380 CY at \$55/CY	-\$20,900.00	
SITE 7.0 Bid Item #2, Add 85.19 TONS at \$67/TON		\$5,707.73
Subtotal	(\$32,859.67)	\$18,470.85
NET CHANGE IN CONTRACT PRICE		-\$14,388.82
JUSTIFICATION: Adjustment of final quantities used in actual construction.		

The amount of the original Contract and all previous Change Orders (#1, #2, and #3): \$351,088.00

The amount of the Contract will be Decreased by the Sum of: -\$14,388.82

The Contract Price Including this and previous Change Orders will be: \$336,699.18

The Contract Period Provided for Completion will be Increased 0 work days.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended:  11/24/20
 Matt Osplen, District Engineer (Date)

Accepted:  11-30-20
 Moyle Excavation, Inc. (Date)

Approved:  12/2/20
 Donna Leatherman, District Manager (Date)

AGENDA ITEM 9

Update: State Revolving Fund (SRF) Planning Grant Application Package for Water Treatment Plant Improvement Projects

a. Status Report: Planning Grant Application; A request for further information was responded to by the District. The application is presently under review and is likely to take some time for response.

b. Clearwell Tank Rehabilitation Project:

Overview: Discoveries from 2020 Clearwell tank inspection reported the condition of the Clearwell floor is the critical issue in need of immediate repair. At the November meeting the Board discussed and instructed staff to move forward with developing a scope of work address the repairs. Several meetings were conducted which Staff provided input and discussed detail of operations, plumbing components, alternatives, water treatment data was also provided to support further evaluation.

Discussion:

A memo prepared by the District Engineer for your review provides further details on scope, schedule, funding, and next steps. General Manager is seeking direction from the Board on whether to pursue the DWSRF Construction Application or explore other funding option.

Recommended Action:

Provide direction to General Manager to pursue the DWSRF Construction Application and explore alternate funding options.

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

TO: Donna Leatherman, District Manager

FROM: Matt Ospital, District Engineer

RE: Emergency Clearwell Tank Repair

DATE: December 2, 2020

Background:

The Clearwell Tank, which is located at the Jeff Davis Water Treatment Plant (WTP) is a welded steel 0.5-million-gallon tank that was built with the original WTP in 1972. Staff does a visual inspection of the outside of all District tanks on a regular basis and a dive inspection/cleaning is contracted every 3-5 years. During the August 18, 2020 dive tank inspection by CSI Services, the following deficiencies were identified:

- The interior coating of the tank was in very poor condition
- Corrosion pitting in the floor panels has left some areas of the floor at only 0.3 mm in comparison to the original thickness of 6.35 mm
- Structural roof beams were also severely corroded and one was disconnected from the center connection.

The tank inspection company communicated that replacement of the epoxy internal coating and repair of the floor panels should be completed as soon as possible, ideally in the next 6-8 months before the full thickness of the floor panels corrode all the way through which will accelerate corrosion and gradually increase the scope of the required repair.

Discussion:

Scope:

A preliminary scope of work has been identified using the most recent 2020 Tank Inspection Report and the August 5, 2020 Board Workshop. Information received from a tank contractor revealed that pricing for the tank repair and tank replacement were very similar in cost. Upon discovering this information, staff has begun to prepare a

Preliminary Engineering Report that analyzes alternatives and costs that will assist with decision making regarding the final scope. Some of the items included in this report include:

1. Performing a Capacity Analysis for a temporary clearwell
2. Exploring the potential use of the existing Railroad Flat Tank as a temporary clearwell
3. Exploring potential alternatives for Clearwell Tank repair:
 - a. Repairing the existing tank and evaluating remaining useful life
 - b. Replacing the existing tank in kind
 - c. Installing an new tank and repairing the existing tank to allow for redundancy

Schedule:

A preliminary schedule has been developed as follows:

- Funding/Planning/Design: November 2020 – April 2021
- Procurement: April – May 2021
- Construction/Repairs: May 2021 – July 2021

Funding:

The State was contacted to identify the potential for this repair project to be prioritized for funding if a Construction Application were submitted to the Drinking Water State Revolving Fund (DWSRF). It was discovered that on the priority scale identified by the SRF Intended Use Plan of Category A – F, the clearwell repair project would be considered a Category F which is lowest priority to receive funding. Because CPUD is recognized as a disadvantaged community (DAC), a grant/loan solution would be provided to fund the project. If this avenue of funding were to be pursued, the District would need to fund the initial planning, design, and likely construction costs until the State approved a funding agreement at which time those costs would be reimbursed.

Additionally, Staff discussed the conversation from the last board meeting regarding evaluation and replacement of the original 27" diameter steel transmission line that leaves the clearwell tank. It is recommended to address this specific work as part of a future transmission condition assessment exercise that will assist the District with prioritizing critical replacements.

Next Steps:

Staff will continue to analyze alternatives and costs to identify a final scope to present to the Board. Staff is seeking direction from the Board on whether to pursue the DWSRF Construction Application for this project or other avenues of funding.

#2873/nlm

MEMO CPUD Project_2020-12-03.docx

AGENDA ITEM 10

Staff Report

a. General Manager's Report – December 2020

Items listed below are in progress and not Agenized however open for comments or discussion.

1. **Calaveras County Tax Collector** - Low Value Exemption Tax Allocation information was emailed to the Board regarding the Tax Collection intent to increase the low value exemption level from \$2000 to \$10,000. The financial impact to the District would be less than \$500.00 annually.
2. **Annual EAP event** – Annual “virtual” event was completed on December 2, 2020. All participating agencies provide background and information on their FERC Projects. Presentation were also made by GEI Consulting and National Weather Service. Follow correspondence with FERC will complete the annual EAP Seminar requirements.
3. **COVID-19 Update** – Due to recent changes and Calaveras County moving to the “purple” tier of COVID-19 effective Monday December 7, the District Office has closed to the public until further notice. District staff is also modifying work routines to prevent the possible spread of COVID-19.
4. **Connection Fees Update** – No updates.
5. **CalOES** – Received response from re-submittal in October 2020. Pending review
6. **Mt. Ranch Road Projects** – Invoicing from contractor is pending. The paving contractor bill was submitted to insurance and will be covered under the District liability insurance coverage. Claims for coverage on the pipe replacement will not be pursued due to pipe age and condition.
7. **Residential Fire Sprinkler System** – Staff has reviewed and forward a draft to update District specs that include how to address the RFSS.
8. **GEI Consulting** – Working with and on response to Annual FERC letter and self-inspection reporting and action items to prioritize.
9. **Operations Plan update** – Operations Staff has completed review, the administrative staff to prepare the updates and incorporated the many changes that will be needed.
10. **Diamond Maps** – Staff completed is review transmission lines, hydrant and valve locations to support the KASL with modeling information and field work that is scheduled to begin by the end of December.
11. **Billing and Account Software Updates** – Nothing to report.
12. **CalFire – Fuels Reduction Grant** – Pending scheduling with CalFire upon availability.

AGENDA ITEM 10b & 10c

Staff Report

- b. Legal Counsel Report
- c. Engineer's Report (attached)



Project Status Update

November 25, 2020

The following is a status update of projects WGA is currently working on:

General Engineering #2528

- Easement research & plotting
- San Andreas Tank SCADA repair

2019 FEMA Storm Damage Projects #2789

- Project is pending notice of completion and final closeout

Drinking Water State Revolving Fund (DWSRF) Planning Grant Application #2798

- See memo

RECEIVED NOV 18 2020

Calaveras Public Utility District

MEMORANDUM

TO: Donna Leatherman, District Manager

FROM: Matt Ospital, District Engineer

MSO

RE: Billing Summary for October 2020

DATE: November 17, 2020

#2528	General Engineering Services Facilitated monthly engineering meeting, Schaads agreement research, prepared memo for connection fee nexus study, coordination for River Pump Station Repair and costs, assisted with water leak repair on Mountain Ranch Road, participated in interview panel.	\$4,061.50
	Research and Plot Easements Researched and plotted existing District easements.	\$6,518.00
	San Andreas Tank SCADA Repairs Coordinated for San Andreas tank SCADA repairs, reviewed tank inspections.	\$570.00
	Improvement Standards Coordinated for fire sprinkler requirements.	\$57.00
#2789	2019 Storm Damage Provided construction management and inspection services, finalized CADFW permit, prepared contract change orders, performed field design, site and facility reviews.	\$12,469.68
#2798	SRF Application and Project Planning Coordinated final scope of Technical Packet, Review Budget and Schedule, reviewed facility inspection reports, updated Board on application status.	\$2,963.50
#2872	River Pump Station Repair Prelim. Design & Cost Estimate Coordinated with gate manufacturers and drafted recommendations.	\$1,188.50

TOTAL

\$27,828.18

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AGENDA ITEM 11

Board Members Report

Board Members Report are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda

- a. Director Lavaroni – LAFCO Meeting Report (11/16/20)
- b. Director Blood – UMRWA Meeting Reminder (1/22/2021)
- c. Other Director Comments:

AGENDA ITEM 12

Adjournment (Next Regular Meeting on January 12, 2021 at 7:00 pm)

Action: Adjourn meeting

Motion 1st _____, 2nd _____, Carried _____ Roll Call Vote