



COPPER VALLEY COMMUNITY SERVICES DISTRICT
1000 Saddle Creek Drive
Copperopolis, CA 95228
(209) 785-0100 –
coppervalleycscd.org

DIRECTORS
Larry Hoffman, President
Ken Albertson, Vice President
Roger Golden
Darlene DeBaldo
Scott Baker

**COPPER VALLEY COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING AGENDA**

LOCATION: 1001 SADDLE CREEK DRIVE, COPPEROPOLIS

**July 20, 2021
2:00 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. CHANGES TO ORDER OF AGENDA**

- 5. PUBLIC COMMENT** (Each speaker is limited to two (2) minutes) Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Any member of the public may address the Board relating to any matter within the Board's jurisdiction. This need not be related to any item on the agenda; however, the Board cannot act on an item unless it was noticed on the agenda

- 6. CONSENT CALENDAR**

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- a) Review of monthly financial report, approval of bills and claims for the month of June 2021.

- b) Approval of the minutes from the Regular Board Meeting held June 15, 2021

- 7. DISCUSSION AND ACTION ITEMS**

The Board of Directors intends to consider each of the following items and may act at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- a) Consideration of a Formal Weed Abatement Program, Ordinance and Policies
 - b) Consideration of Policies, Procedures and Requirements Related to the Operation of the Construction Entrance Gate

- c) Adoption of a Resolution Approving Plan Check and Construction Inspection Agreement with CV Development Partners, LLC for the Completion of the Quail Creek Infrastructure Improvements Intended to be Dedicated to the District

- 8. STAFF AND DIRECTOR REPORTS**

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda.

- a) General Managers Report
 - b) Site Managers Report

- 9. CLOSED SESSION**

Public comment will be taken on Closed Session items in advance of the Board entering Closed Session.

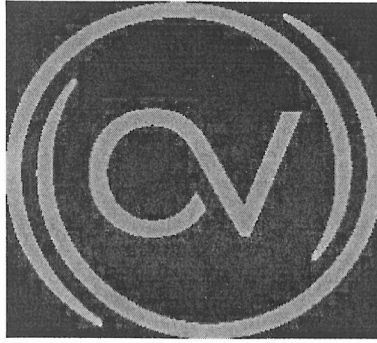
- a) Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code 54956.9(c) - One Case

- 10. RECONVENE OPEN SESSION -Announce Action Taken in Closed Session**

- 11. ADJOURNMENT**

Agenda Materials: May be viewed on the bulletin boards outside the Copper Valley Pro Shop, on the Sports Club Bulletin Board, in the viewing box outside the CSD main office and at the CSD Website typically three days preceding each meeting date. Materials will also be available at the meeting.

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the CVCSO Board Clerk at (209) 272-0957. Advance notification will enable the District to make reasonable arrangements to insure accessibility.



Copper Valley Community Services District
Treasurer's Report

June 30, 2021

**Copper Valley Community Services District
Treasurer's Report
June 2021**

Statement of Cash Flows

For the 12 Months Ending June 30, 2021

	Umpqua Bank Checking	Calaveras Co Fund 2188	LAIF	YTD Total
Net Income	(1,037,040)	(62,363)	886	(1,098,517)
OPERATING ACTIVITIES				
Adjustments to reconcile Net Income to Net Cash used in Operations:				
1200 Accounts Receivable	-			-
2000 Accounts Payable	20,195			20,195
2050 Umpqua CSDA Visa	18,725			18,725
2100 Payroll Taxes Payable	1,448			1,448
2110 Garnishments Payable	-			-
2150 Accrued Payroll	19,179			19,179
2200 Sales Tax Payable	-			-
Net cash used in operating activities	(977,493)	(62,363)	886	(1,038,970)
Net cash decrease for period	(977,493)	(62,363)	886	(1,038,970)
Cash at beginning of period (7/1/2020)	2,159,360	62,363	104,553	2,326,276
Cash at end of period	1,181,867	-	105,439	1,287,306

**Copper Valley Community Services District
Treasurer's Report
June 2021**

Cash Flow Projection

FY 2020-21	FY 21-22							
Jun-2021	Jul-2021	Aug-2021	Sep-2021	Oct-2021	Nov-2021	Dec-2021	Jan-2022	Feb-2022

REGULAR CHECKING

Beginning Checking Account Balance	\$ 1,272,524	\$ 1,181,867	\$ 1,105,007	\$ 1,100,590	\$ 1,029,439	\$ 958,288	\$ 788,695	\$ 717,544	\$ 1,374,813	
Deposits										
Assessments	\$ -	\$ -	\$ 66,735					\$ 728,420		
Other Income	\$ 2,259									
Road Improvement Loan	\$ -									
Voided Checks	\$ 27,929									
Disbursements										
Paychecks	\$ 30,139	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	
Payroll Taxes	\$ 10,756	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Checks Written										
Other Operating & Admin Costs	\$ 14,757	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	
Bonuses - IRA payments										
Property Liability Insurance	\$ 13,339									
Worker's Comp Insurance	\$ 12,402									
Lease payments	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	\$ 1,051	
Capital Outlay	\$ -	(Budget for this period is unknown at this time)								
Projects Costs										
Series A (2018 project refinance)	\$ -	\$ -				40861				
Series B (Phase 2 Road Imprpv.)	\$ -	\$ -				57580				
Valley Entry System	\$ -	\$ 4,450	(Budget for this period is unknown at this time)							
Jim Wilson	\$ 8,896	\$ -	(Budget for this period is unknown at this time)							
Larry Bain	\$ 8,750	\$ -	(Budget for this period is unknown at this time)							
Willdan	\$ 9,917	\$ 164	(Budget for this period is unknown at this time)							
NBS	\$ -	\$ 1,095	(Budget for this period is unknown at this time)							
SDFA (Road Construction Loan)	\$ -	\$ -	(Budget for this period is unknown at this time)							
Human Resource Practioners	\$ -	\$ -	(Budget for this period is unknown at this time)							
Credit Card Payments	\$ 10,302	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	
ACS Debits - (Utilities, Lease Pymts,P/R processing)	\$ 536	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	
Total Disbursements	\$ 120,845	\$ 76,860	\$ 71,151	\$ 71,151	\$ 71,151	\$ 169,592	\$ 71,151	\$ 71,151	\$ 71,151	
Ending Checking Account Balance	\$ 1,181,867	\$ 1,105,007	\$ 1,100,590	\$ 1,029,439	\$ 958,288	\$ 788,695	\$ 717,544	\$ 1,374,813	\$ 1,303,661	
check	\$ (0)									
Check	\$ -									

NOTE: This cash flow projection uses estimates of outlays using information available at the time of preparation

Copper Valley Community Services District

Balance Sheet
As of June 30, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Umpqua Bank Checking	1,181,867
1040 Local Agency Investment Fund (LAIF)	105,439
Total Bank Accounts	\$1,287,305
Total Current Assets	\$1,287,305
Fixed Assets	
1500 Capital Assets	
1501 Equipment	397,708
1503 Roads	2,360,462
1504 Easements	10,344,000
1505 Buildings	79,000
Total 1500 Capital Assets	13,181,170
1550 Construction in Progress	39,718
1600 Accumulated Depreciation	
1601 Equipment	-265,516
1603 Roads	-782,098
1605 Buildings	-22,120
Total 1600 Accumulated Depreciation	-1,069,734
Total Fixed Assets	\$12,151,155
TOTAL ASSETS	\$13,438,460

Copper Valley Community Services District

Balance Sheet

As of June 30, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	20,195
Total Accounts Payable	\$20,195
Credit Cards	
2050 Umpqua CSDA Visa	18,725
Total Credit Cards	\$18,725
Other Current Liabilities	
2100 Payroll Taxes Payable	1,448
2150 Accrued Payroll	19,179
2200 Sales Tax Payable	0
Total Other Current Liabilities	\$20,626
Total Current Liabilities	\$59,546
Long-Term Liabilities	
2500 Lease Payable - John Deere	42,417
2600 Series 2018 Installment Sale	2,082,648
Total Long-Term Liabilities	\$2,125,065
Total Liabilities	\$2,184,611
Equity	
3800 Developer Capital Contributions	12,198,796
3900 Fund Balance	153,570
Net Income	-1,098,517
Total Equity	\$11,253,849
TOTAL LIABILITIES AND EQUITY	\$13,438,460

COPPER VALLEY COMMUNITY SERVICES DISTRICT
FY 2020-21 MONTHLY BUDGET REPORT ANALYSIS
June 2021

	ACTUALS			BUDGET		
	Last Year July-June	This Year July-June	Variance Inc/ (Decr)	<i>This year's BUDGET</i>	\$ Budget Remaining	% Budget Remaining
EXPENDITURES						
SERVICES AND SUPPLIES						
ADMINISTRATION						
OE01	Audit Expense	\$ 8,050	\$ 8,750	\$ 700	\$ 8,500	\$ (250) -3%
OE02	Finance Expenses	\$ 498	\$ 637	\$ 139	\$ 600	\$ (37) -6%
OE02-1	Parcel Tax Implementation	\$ 7,311	\$ -	\$ (7,311)	\$ 6,000	\$ 6,000 100%
OE03	Advertising	\$ 885	\$ 1,533	\$ 648	\$ 500	\$ (1,033) -207%
OE04	Legal Expenses	\$ 4,575	\$ 7,425	\$ 2,850	\$ 5,600	\$ (1,825) -33%
OE05	Management Fees	\$ 53,660	\$ -	\$ (53,660)	\$ -	\$ - #DIV/0!
OE06	Insurance (Property Loss/Liability)	\$ 13,837	\$ 14,131	\$ 294	\$ 15,400	\$ 1,269 8%
OE07	Miscellaneous/Contingency	\$ 3,474	\$ 811	\$ (2,664)	\$ 4,700	\$ 3,889 83%
OE08	Professional Development (Travel/Training)	\$ 7,767	\$ 7,899	\$ 132	\$ 9,400	\$ 1,501 16%
OE09	Dues, Certifications & Subscriptions	\$ 5,140	\$ 4,352	\$ (787)	\$ 7,200	\$ 2,848 40%
OE10	Uniform Expenses	\$ 3,853	\$ 8,155	\$ 4,302	\$ 5,400	\$ (2,755) -51%
OE11	Electric Power/Water/Sewer	\$ 37,789	\$ 64,840	\$ 27,051	\$ 22,100	\$ (42,740) -193%
OE11.5	Electric for Office				\$ 11,000	\$ 11,000 100%
OE12	Telephone/Internet Service	\$ 5,107	\$ 6,732	\$ 1,625	\$ 5,900	\$ (832) -14%
OE14	Office Supplies/Postage	\$ 6,913	\$ 8,090	\$ 1,177	\$ 8,500	\$ 410 5%
OE14-1	Office Cleaning		\$ 3,915			
OE15	Office Equipment Repair/Replacement	\$ 2,425	\$ 7,794	\$ 5,369	\$ 3,400	\$ (4,394) -129%
OE15-1	Office Equipment Lease	\$ 3,107	\$ 2,376	\$ (731)	\$ 4,000	\$ 1,624 41%
OE26	County Fees/LAFCO	\$ 540	\$ 6,692	\$ 6,152	\$ 7,400	\$ 708 10%
OE29	Accounting Services	\$ 21,978	\$ 27,820		\$ 23,200	\$ (4,620) -20%
OE30	Reimbursable Maint/Repair Expense	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!
OE31	Office Lease				\$ 1,635	
OE41	HR Consultant	\$ 6,125	\$ 2,450	\$ (3,675)	\$ 8,600	\$ 6,150 72%
PE03-1	Payroll Taxes - Administration	\$ 8,771	\$ 14,668	\$ 5,896	\$ -	
PE06-1	Employee Wages - Administration	\$ 103,316	\$ 211,307	\$ 107,991	\$ -	
	Total Administration	\$ 305,121	\$ 410,378	\$ 105,257	\$ 159,035	\$ (23,088) -15%
COMMON AREAS						
OE16	Gate Maintenance & Opener Purchase	\$ 16,103	\$ 20,286	\$ 4,183	\$ 21,000	\$ 714 3%
OE16-1	Gate System Improvements (RFID,etc)		\$ 14,298	\$ 14,298	\$ 10,000	\$ (4,298) -43%
OE17	Streets/Sidewalks/Lighting Maint & Repair	\$ 23,546	\$ 33,006	\$ 9,459	\$ 41,800	\$ 8,794 21%
OE17-2	Storm Drains	\$ -	\$ -	\$ -		
PE03-5	Payroll Taxes - Streets	\$ 11	\$ 352	\$ 341	\$ -	
PE06 -5	Employee Wages - Streets	\$ 147	\$ 4,392	\$ 4,245	\$ -	
OE18-1	Landscape Supplies & Repairs	\$ 33,789	\$ 47,088	\$ 13,298	\$ 43,800	\$ (3,288) -8%
OE18-2	CCWD Water				\$ 31,500	
OE18-3	Landscape Equipment Gas & Oil	\$ 11,316	\$ 7,771	\$ (3,545)	\$ 12,400	\$ 4,629 37%
OE18-4	Landscape Equipment Repair/Replacement	\$ 22,726	\$ 28,199	\$ 5,474	\$ 29,800	\$ 1,601 5%
PE03-2	Payroll Taxes - Common Areas	\$ 18,210	\$ 17,026	\$ (1,184)	\$ -	
PE06 -2	Employee Wages - Common Areas	\$ 228,935	\$ 214,122	\$ (14,813)	\$ -	
	Total Common Areas	\$ 354,784	\$ 386,540	\$ 31,756	\$ 190,300	\$ 8,152 4%

COPPER VALLEY COMMUNITY SERVICES DISTRICT
 FY 2020-21 MONTHLY BUDGET REPORT ANALYSIS
 June 2021

		ACTUALS			BUDGET		
		Last Year July-June	This Year July-June	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
EXPENDITURES							
MOSQUITO ABATEMENT				\$ -			
OE22-1	Mosquito Control Products	\$ 18,237	\$ 21,061	\$ 2,824	\$ 24,800	\$ 3,739	15%
OE22-2	Mosquito Abatement Monitoring & Testing	\$ 6,864	\$ 4,003	\$ (2,860)	\$ 3,400	\$ (603)	-18%
OE22-3	Mosquito Abatement Vehicles Gas & Oil	\$ 13,687	\$ 11,417	\$ (2,270)	\$ 22,500	\$ 11,083	49%
OE22-4	Mosquito Abatement Equipment Maintenance	\$ 10,388	\$ 10,879	\$ 491	\$ 13,800	\$ 2,922	21%
PE03-4	Payroll Taxes - Mosquito Abatement	\$ 1,267	\$ 841	\$ (427)			
PE06-4	Employee Wages - Mosquito Abatement	\$ 16,656	\$ 10,870	\$ (5,786)			
PE03-6	Payroll Taxes - Wetlands	\$ 365	\$ 111	\$ (255)			
PE06-6	Employee Wages - Wetlands	\$ 4,451	\$ 1,447	\$ (3,004)			
	Total Mosquito Abatement	\$ 71,915	\$ 60,628	\$ (11,287)	\$ 64,500	\$ 17,140	27%
	<i>Less: Distributed Payroll to Service Areas</i>	\$ (382,132)	\$ (475,135)	\$ (93,004)			
	TOTAL SERVICES & SUPPLIES	\$ 349,688	\$ 382,411	\$ 32,723	\$ 413,835	\$ 2,204	1%
PERSONNEL COSTS				\$ -		\$ -	
PE01	Worker Compensation Insurance	\$ 248	\$ 26,060	\$ 25,812	\$ 17,745	\$ (8,315)	-47%
PE02	Health Insurance	\$ 63,339	\$ 70,683	\$ 7,344	\$ 78,400	\$ 7,717	10%
PE03	Payroll Taxes	\$ 28,474	\$ 33,753	\$ 5,279	\$ 33,900	\$ 147	0%
PE04	Processing Fees	\$ 1,742	\$ 1,991	\$ 249	\$ 1,800	\$ (191)	-11%
PE05	Directors Stipend	\$ 5,400	\$ 5,900	\$ 500	\$ 6,000	\$ 100	2%
PE06	Employee Wages	\$ 350,396	\$ 458,275	\$ 107,879	\$ 423,900	\$ (34,375)	-8%
	TOTAL PERSONNEL COSTS	\$ 449,599	\$ 596,662	\$ 147,063	\$ 561,745	\$ (34,917)	-6%
EQUIPMENT OUTLAY							
CO04	Cart Replacement	\$ -	\$ -	\$ -	\$ 30,000		
CO04	Heavy Duty Truck	\$ -	\$ 40,698	\$ 40,698	\$ 57,000		
CO04	Trailer/Spray Rig/Tractor	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CO10	Depreciation	\$ -	\$ -	\$ -			
	TOTAL EQUIPMENT OUTLAY	\$ -	\$ 40,698	\$ 40,698	\$ 87,000	\$ -	0%
CAPITAL OUTLAY/STUDIES/ASSESEMENTS				\$ -			
OE53-2	Landscape Design	\$ 2,560	\$ -	\$ (2,560)	\$ -	\$ -	#DIV/0!
OE53-1	Landscape Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	
OE51-4	Road Improvement (1)	\$ -	\$ -	\$ -	\$ 1,300,000	\$ 1,300,000	100%
OE51-1	Road Project Assessment & Design (Willdan)	\$ 6,658	\$ -	\$ (6,658)	\$ -	\$ -	#DIV/0!
OE51-2	Road Project Management	\$ 86,560	\$ -	\$ (86,560)	\$ -	\$ -	#DIV/0!
OE51-5	Road Improvements PHASE II	\$ 268	\$ 1,029,866	\$ 1,029,598	\$ -	\$ (1,029,866)	#DIV/0!
OE51-6	CM Services (Willdan)	\$ -	\$ 32,928	\$ -	\$ -	\$ (32,928)	#DIV/0!
OE51-7	Drainage Basin Repairs	\$ 77,522	\$ 19,705	\$ (57,817)	\$ -	\$ (19,705)	#DIV/0!
OE51-8	Road Development Standards	\$ -	\$ 24,840	\$ -	\$ -	\$ (24,840)	#DIV/0!
OE54-1	Office Building Paint	\$ -	\$ 10,437	\$ -	\$ -	\$ (10,437)	#DIV/0!
OE54-2	Office Building Siding and Trim	\$ 13,425	\$ 171	\$ (13,254)	\$ -	\$ (171)	#DIV/0!
OE54-3	Office Building Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	
OE54-4	Security	\$ -	\$ 4,325	\$ -	\$ -	\$ (4,325)	
	TOTAL STUDIES & ASSESSMENTS	\$ 186,993	\$ 1,122,273	\$ 935,280	\$ 1,300,000	\$ 177,727	14%

COPPER VALLEY COMMUNITY SERVICES DISTRICT
 FY 2020-21 MONTHLY BUDGET REPORT ANALYSIS
 June 2021

	ACTUALS			BUDGET		
	Last Year July-June	This Year July-June	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
EXPENDITURES						
DEBT SERVICE			\$ -			
OE20 John Deere Financing	\$ 16,029	\$ 13,357	\$ (2,671)	\$ 27,308	\$ 13,951	51%
OE21 John Deere Financing	\$ 12,616	\$ 12,616		\$ -		
OE20-01 Interest Expense	\$ -					
OE20-3 Series 2018 Installment Sale	\$ 83,745	\$ -				
OE20-4 Phase 1 Road Improvements	\$ -	\$ 81,719		\$ 81,722	\$ 3	0%
OE20-5 Phase 2 Road Improvements	\$ -	\$ 115,156		\$ 115,160	\$ 4	0%
TOTAL DEBT SERVICE	\$ 112,389	\$ 222,847	\$ 110,458	\$ 224,190	\$ 13,958	6%
TOTAL EXPENSES	\$ 1,098,670	\$ 2,364,891	\$ 1,266,222	\$ 2,586,770	\$ 158,973	6%

PAYMENTS AND ASSESSMENTS RECEIVED						
<u>Assessment Income</u>						
Pymt No. 3: (5%) Aug 2020 (FY19)	\$ 62,222	\$ -	\$ (62,222)	\$ 66,735	\$ 66,735	
Pymt No. 1: (55%) Feb 2021 (FY20)	\$ 678,265	\$ 727,410	\$ 49,145	\$ 734,087	\$ 6,677	
Pymt No. 2: (40%) May 2021 (FY20)	\$ 497,733	\$ 527,205	\$ 29,472	\$ 533,881	\$ 6,676	
Total Assessment Income	\$ 1,238,220	\$ 1,254,615	\$ (13,077)	\$ 1,334,703	\$ 80,088	
<u>Reimbursement Income</u>						
Total Reimbursement Income			\$ -	\$ -	\$ -	
<u>Other Income</u>						
IN03 Weed Abatement	\$ 6,786	\$ 5,180				
IN05 Investment Interest	\$ 4,231	\$ 1,026		\$ 2,600		
IN30 Exp Reimbursement Income	\$ 468	\$ 2,005		\$ 700		
IN41 Gate Opener Income	\$ 1,180	\$ 1,860		\$ 1,500		
IN59 Rebates	\$ 1,420	\$ 1,688		\$ 2,000		
Total Other Income	\$ 14,085	\$ 11,759	\$ (2,326)	\$ 4,800	\$ (6,959)	
TOTAL PAYMENTS & ASSESSMENTS	\$ 1,252,305	\$ 1,266,374	\$ 14,070	\$ 1,346,303	\$ 73,129	
Net Income	\$ 153,635	\$ (1,098,517)	\$ (1,252,152)	\$ (1,240,467)	\$ (141,950)	
<u>Other Financing Sources & Uses</u>						
Budget Balance		\$ (1,098,517)		\$ -	\$ -	

Copper Valley Community Services District

1000 Umpqua Bank Checking, Period Ending 06/30/2021

RECONCILIATION REPORT

Reconciled on: 07/15/2021

Reconciled by: Ever Ventura

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	1,308,527.54
Checks and payments cleared (48).....	-125,173.24
Deposits and other credits cleared (5).....	2,259.00
Statement ending balance.....	<u>1,185,613.30</u>
Uncleared transactions as of 06/30/2021.....	-3,746.42
Register balance as of 06/30/2021.....	1,181,866.88
Cleared transactions after 06/30/2021.....	0.00
Uncleared transactions after 06/30/2021.....	-48,957.46
Register balance as of 07/15/2021.....	<u>1,132,909.42</u>

Details

Checks and payments cleared (48)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/18/2021	Bill Payment	2775	DMV Renewal	-54.00
05/18/2021	Bill Payment	2779	Ralph McGeorge	-100.00
05/18/2021	Bill Payment	2784	VALLEY ENTRY SYSTEMS, I...	-2,374.00
05/18/2021	Bill Payment	2785	Warmerdam CPA Group	-1,800.00
06/01/2021	Check	dm	John Deere Financial	-1,051.30
06/03/2021	Check	dm	Intuit Full Service Payroll	-151.00
06/04/2021	Check	DD	KYLE W CEARLEY	-1,444.22
06/04/2021	Check	DD	Gregory Hebard	-2,414.69
06/04/2021	Check	DD	Gregory Hebard	-200.00
06/04/2021	Check	DD	DAMON H WAITE	-1,382.30
06/04/2021	Check	DD	PETER J KAMPA	-2,255.63
06/04/2021	Check	DD	CHRIS JACOBS	-1,424.24
06/04/2021	Check	DD	Ralph M. McGeorge	-2,164.12
06/04/2021	Check	DD	WILLIAM KELSEY	-1,313.08
06/04/2021	Check	DD	BRADLEY S KURTZER	-575.20
06/04/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
06/04/2021	Check	DD	NICOLE D MC CUTCHEN	-1,612.80
06/09/2021	Check		CA EDD	-817.02
06/09/2021	Check		IRS	-4,508.57
06/15/2021	Bill Payment	2798	TIFCO Industries	-328.12
06/15/2021	Bill Payment	2797	SDRMA-Workers Comp Autho...	-12,402.08
06/15/2021	Bill Payment	2796	SDRMA-Prop/Liability Insurance	-13,338.52
06/15/2021	Bill Payment	2795	BRADLEY KURTZER	-100.00
06/15/2021	Bill Payment	2794	MVCAC	-500.00
06/15/2021	Bill Payment	2793	Jim Wilson Excavation	-8,896.00
06/15/2021	Bill Payment	2792	Willdan	-9,917.24
06/15/2021	Bill Payment	2802	The Golf Club at Copper Valley	-6,162.76
06/15/2021	Bill Payment	2790	SDRMA-Health Ins.	-6,884.52
06/15/2021	Bill Payment	2789	Mo-Cal Office Solutions, Inc	-87.13
06/15/2021	Bill Payment	2788	Larry Bain, C.P.A.	-8,750.00
06/15/2021	Bill Payment	2799	TURF STAR WESTERN	-38.90
06/15/2021	Bill Payment	2800	Blastronix I.T.	-343.09
06/15/2021	Bill Payment	2801	The Golf Club at Copper Valley	-312.64
06/18/2021	Check	DD	DAMON H WAITE	-1,382.31
06/18/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
06/18/2021	Check	DD	Ralph M. McGeorge	-2,164.04
06/18/2021	Check	DD	KYLE W CEARLEY	-1,444.22
06/18/2021	Check	DD	Gregory Hebard	-2,414.61
06/18/2021	Check	DD	Gregory Hebard	-200.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/18/2021	Check	DD	CHRIS JACOBS	-1,424.23
06/18/2021	Check	DD	PETER J KAMPA	-2,255.64
06/18/2021	Check	DD	WILLIAM KELSEY	-1,313.06
06/18/2021	Check	DD	BRADLEY S KURTZER	-854.79
06/18/2021	Check	DD	NICOLE D MC CUTCHEN	-1,699.99
06/23/2021	Check		CA EDD	-832.24
06/23/2021	Check		IRS	-4,598.27
06/25/2021	Expense		Umpqua Bank Commerical CC	-10,301.86
06/29/2021	Check	dm	PG&E - 7193	-384.81

Total -125,173.24

Deposits and other credits cleared (5)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/16/2021	Bill Payment	2745	VALLEY ENTRY SYSTEMS, I...	0.00
04/20/2021	Bill Payment	2762	TURF STAR WESTERN	0.00
06/15/2021	Bill Payment	2791	SDRMA-Workers Comp Autho...	0.00
06/22/2021	Deposit			2,255.00
06/22/2021	Deposit			4.00

Total 2,259.00

Additional Information

Uncleared checks and payments as of 06/30/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/01/2018	Check	2374	BRADLEY D NICKELL	-257.97
03/16/2021	Bill Payment	2750	Postmaster	-3.45
04/13/2021	Bill Payment	2765	DEPARTMENT OF HOUSING...	-242.00
04/20/2021	Bill Payment	2764	DEPARTMENT OF HOUSING...	-243.00
04/20/2021	Journal	2757		-3,000.00

Total -3,746.42

Uncleared checks and payments after 06/30/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/02/2021	Check	DD	Gregory Hebard	-200.00
07/02/2021	Check	DD	Gregory Hebard	-2,414.60
07/02/2021	Check	DD	KYLE W CEARLEY	-1,444.22
07/02/2021	Check	DD	CHRIS JACOBS	-1,424.24
07/02/2021	Check	DD	DAMON H WAITE	-1,382.30
07/02/2021	Check	DD	PETER J KAMPA	-2,255.63
07/02/2021	Check	DD	WILLIAM KELSEY	-1,313.07
07/02/2021	Check	DD	BRADLEY S KURTZER	-718.99
07/02/2021	Check	DD	NICOLE D MC CUTCHEN	-1,786.36
07/02/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
07/02/2021	Check	DD	Ralph M. McGeorge	-2,164.05
07/08/2021	Check		CA EDD	-842.63
07/08/2021	Check		IRS	-4,599.63
07/20/2021	Bill Payment	2808	Turf Star, Inc.	-153.43
07/20/2021	Bill Payment	2809	SDRMA-Health Ins.	-6,884.52
07/20/2021	Bill Payment	2810	Rick Brenes	-75.00
07/20/2021	Bill Payment	2811	NBS	-1,094.59
07/20/2021	Bill Payment	2812	CASHIER, DPR	-140.00
07/20/2021	Bill Payment	2813	California Department of Publi...	-453.00
07/20/2021	Bill Payment	2814	Calaveras First Company, Inc.	-144.00
07/20/2021	Bill Payment	2815	AMCA (American Mosquito C...	-675.00
07/20/2021	Bill Payment	2816	Aaronson, Dickerson etal	-2,175.00
07/20/2021	Bill Payment	2817	Saddle Creek II HOA	-1,827.24
07/20/2021	Bill Payment	2818	Saddle Creek II HOA	-1,326.42

7/15/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/20/2021	Bill Payment	2819	Saddle Creek II HOA	-417.54
07/20/2021	Bill Payment	2820	Saddle Creek II HOA	-341.70
07/20/2021	Bill Payment	2821	Saddle Creek II HOA	-683.34
07/20/2021	Bill Payment	2803	Warmerdam CPA Group	-6,746.00
07/20/2021	Bill Payment	2804	Waters Plumbing Heating & Air	-165.00
07/20/2021	Bill Payment	2805	Willdan	-164.00
07/20/2021	Bill Payment	2806	VALLEY ENTRY SYSTEMS, I...	-4,450.27
07/20/2021	Bill Payment	2807	USBank Equipment Finance	-341.06
07/21/2021	Check		CA EDD	-54.63
Total				-48,957.46

Copper Valley Community Services District

Transaction Report

June 2021

DATE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Umpqua Bank Checking				
Beginning Balance				
06/01/2021	dm	John Deere Financial	Tractor Payment	-1,051
06/03/2021	dm	Intuit Full Service Payroll	Payroll Processing Fee	-151
06/04/2021	DD	Ralph M. McGeorge	Pay Period: 05/16/2021-05/31/2021	-2,164
06/04/2021	DD	PETER J KAMPA	Pay Period: 05/16/2021-05/31/2021	-2,256
06/04/2021	DD	Gregory Hebard	Pay Period: 05/16/2021-05/31/2021	-2,415
06/04/2021	DD	NICOLE D MC CUTCHEN	Pay Period: 05/16/2021-05/31/2021	-1,613
06/04/2021	DD	CHRIS JACOBS	Pay Period: 05/16/2021-05/31/2021	-1,424
06/04/2021	DD	KYLE W CEARLEY	Pay Period: 05/16/2021-05/31/2021	-1,444
06/04/2021	DD	NICOLE D MC CUTCHEN	Direct Deposit 2	-100
06/04/2021	DD	DAMON H WAITE	Pay Period: 05/16/2021-05/31/2021	-1,382
06/04/2021	DD	WILLIAM KELSEY	Pay Period: 05/16/2021-05/31/2021	-1,313
06/04/2021	DD	BRADLEY S KURTZER	Pay Period: 05/16/2021-05/31/2021	-575
06/04/2021	DD	Gregory Hebard	Direct Deposit 2	-200
06/09/2021		IRS	Tax Payment for Period: 06/02/2021-06/04/2021	-4,509
06/09/2021		CA EDD	Tax Payment for Period: 06/02/2021-06/04/2021	-817
06/15/2021	2794	MVCAC	Invoice #7362659	-500
06/15/2021	2802	The Golf Club at Copper Valley	Water Bills 3/16/21 - 5/15/21	-6,163
06/15/2021	2790	SDRMA-Health Ins.	Invoice #35491	-6,885
06/15/2021	2788	Larry Bain, C.P.A.	Audit for 6/30/20	-8,750
06/15/2021	2793	Jim Wilson Excavation	Invoice #'s 3555, 3575, 3579, 3584	-8,896
06/15/2021	2792	Willdan	Invoice #'s 00334680 , 00334678 , 00334679	-9,917
06/15/2021	2797	SDRMA-Workers Comp Authority	Invoice #70045 , Member #7174	-12,402
06/15/2021	2796	SDRMA-Prop/Liability Insurance	Invoice #70515	-13,339
06/15/2021	2800	Blastronix I.T.	Invoice #23037	-343
06/15/2021	2791	SDRMA-Workers Comp Authority	Voided - Invoice #70515	0
06/15/2021	2799	TURF STAR WESTERN	Invoice #7161610-00	-39
06/15/2021	2789	Mo-Cal Office Solutions, Inc	Invoice #AR351179	-87
06/15/2021	2795	BRADLEY KURTZER	Brad Kurtzer boot reimbursement	-100
06/15/2021	2801	The Golf Club at Copper Valley	PG&E 4/9/21 - 5/9/21	-313
06/15/2021	2798	TIFCO Industries	Invoice #71634049	-328
06/18/2021	DD	Gregory Hebard	Pay Period: 06/01/2021-06/15/2021	-2,415
06/18/2021	DD	PETER J KAMPA	Pay Period: 06/01/2021-06/15/2021	-2,256
06/18/2021	DD	NICOLE D MC CUTCHEN	Direct Deposit 2	-100
06/18/2021	DD	Gregory Hebard	Direct Deposit 2	-200
06/18/2021	DD	BRADLEY S KURTZER	Pay Period: 06/01/2021-06/15/2021	-855
06/18/2021	DD	WILLIAM KELSEY	Pay Period: 06/01/2021-06/15/2021	-1,313
06/18/2021	DD	DAMON H WAITE	Pay Period: 06/01/2021-06/15/2021	-1,382
06/18/2021	DD	Ralph M. McGeorge	Pay Period: 06/01/2021-06/15/2021	-2,164
06/18/2021	DD	NICOLE D MC CUTCHEN	Pay Period: 06/01/2021-06/15/2021	-1,700
06/18/2021	DD	KYLE W CEARLEY	Pay Period: 06/01/2021-06/15/2021	-1,444
06/18/2021	DD	CHRIS JACOBS	Pay Period: 06/01/2021-06/15/2021	-1,424
06/22/2021				4
06/22/2021				2,255

Copper Valley Community Services District

Transaction Report

June 2021

DATE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
06/23/2021		CA EDD	Tax Payment for Period: 06/16/2021-06/18/2021	-832
06/23/2021		IRS	Tax Payment for Period: 06/16/2021-06/18/2021	-4,598
06/25/2021		Umpqua Bank Commerical CC	Umpqua CSDA Visa	-10,302
06/29/2021	dm	PG&E - 7193		-385
Total for Umpqua Bank Checking				\$ -118,586
TOTAL				\$ -118,586

Copper Valley Comm Srvs District

Credit Card - Transaction Detail by Account

June 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
2050 Umpqua CSDA Visa					
06/02/2021	Expense		Verizon Wireless	Verizon telephone	181.24
06/02/2021	Expense		LogMein, Inc.		5.00
06/02/2021	Expense		Family Dollar		142.74
06/02/2021	Expense		General Plumbing Supply	Landscape Supplies	90.42
06/03/2021	Expense		Belkorp Ag, LLC		371.70
06/03/2021	Expense		Chevron		150.00
06/03/2021	Expense		J.Milano Co., Inc.		166.53
06/03/2021	Expense		Capital Rubber Co		271.89
06/03/2021	Expense		Amazon		42.59
06/03/2021	Expense		Belkorp Ag, LLC		853.90
06/03/2021	Expense		Belkorp Ag, LLC		1,963.04
06/04/2021	Expense		Cal Waste Recovery Systems		78.16
06/04/2021	Expense		Price Foods		110.00
06/09/2021	Expense		Belkorp Ag, LLC		369.60
06/09/2021	Expense		Belkorp Ag, LLC		103.80
06/09/2021	Expense		Union 76		129.02
06/09/2021	Expense		Horizon		371.75
06/10/2021	Expense		Intuit - QBO Online		49.00
06/10/2021	Expense		Baldi's Copper Valley Cafe		95.84
06/10/2021	Expense		UPS Store		27.50
06/12/2021	Expense		Aramark Uniform Service		341.80
06/13/2021	Expense		Microsoft Office	Microsoft 360 Subscription	25.00
06/14/2021	Expense		VESERIS		5,662.80
06/15/2021	Expense		Hunt & Sons, Inc.		2,185.31
06/15/2021	Expense		McDillard's Feed & Supply		60.00
06/16/2021	Expense		Shell		120.05
06/16/2021	Expense		Calaveras Telephone Co.	Calaveras utilities	382.59
06/17/2021	Expense		General Plumbing Supply		97.73
06/18/2021	Expense		Price Foods		55.00
06/18/2021	Expense		Dollar Tree Store		5.39
06/19/2021	Expense		Clarke Mosquito Control		3,298.59
06/21/2021	Expense		Vistaprint		517.13
06/24/2021	Expense		Shell		117.14
06/24/2021	Expense		Copper Auto & Marine		188.72
06/26/2021	Expense		Young's Copper Ace Hardware		49.25
06/28/2021	Expense		McDillard's Feed & Supply		45.00
Total for 2050 Umpqua CSDA Visa					\$18,725.22

TE TOTAL EXPENSES

1SS SERVICES & SUPPLIES

AE Administrative Expenses

OE02 Finance Expenses

06/10/2021	Expense		Intuit - QBO Online	Monthly QuickBooks Online Fee	49.00
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Total for OE02 Finance Expenses					\$49.00
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OE07 Miscellaneous/Contingency

06/02/2021	Expense		Family Dollar		142.74
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Total for OE07 Miscellaneous/Contingency					\$142.74
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OE08 Professional Development

06/03/2021	Expense		Chevron		150.00
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06/09/2021	Expense		Union 76		129.02
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06/10/2021	Expense		Baldi's Copper Valley Cafe		95.84
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06/16/2021	Expense		Shell		120.05
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Copper Valley Comm Srvs District

Credit Card - Transaction Detail by Account

June 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
06/24/2021	Expense		Shell		117.14
Total for OE08 Professional Development					\$612.05
OE10 Uniform Expense					
06/12/2021	Expense		Aramark Uniform Service		341.80
Total for OE10 Uniform Expense					\$341.80
OE11 Electric Power/Water/Sewer					
06/04/2021	Expense		Cal Waste Recovery Systems		78.16
Total for OE11 Electric Power/Water/Sewer					\$78.16
OE12 Telephone					
06/02/2021	Expense		Verizon Wireless		181.24
06/16/2021	Expense		Calaveras Telephone Co.		382.59
Total for OE12 Telephone					\$563.83
OE14 Office Supplies/Postage					
06/02/2021	Expense		LogMein, Inc.		5.00
06/04/2021	Expense		Price Foods		110.00
06/10/2021	Expense		UPS Store		27.50
06/13/2021	Expense		Microsoft Office		25.00
06/18/2021	Expense		Dollar Tree Store		5.39
06/18/2021	Expense		Price Foods		55.00
06/21/2021	Expense		Vistaprint		517.13
Total for OE14 Office Supplies/Postage					\$745.02
Total for AE Administrative Expenses					\$2,532.60
OE Operational Expenses					
OE18 Common Areas					
OE17 Streets/Sidewalks/Lighting Maint & Repair					
06/09/2021	Expense		Horizon		371.75
06/17/2021	Expense		General Plumbing Supply		97.73
Total for OE17 Streets/Sidewalks/Lighting Maint & Repair					\$469.48
OE18-1 Landscape Supplies					
06/26/2021	Expense		Young's Copper Ace Hardware		49.25
Total for OE18-1 Landscape Supplies					\$49.25
OE18-4 Landscape Equip Repair/Replace					
06/02/2021	Expense		General Plumbing Supply		90.42
06/03/2021	Expense		Capital Rubber Co		271.89
06/03/2021	Expense		Belkorp Ag, LLC		1,963.04
06/03/2021	Expense		Belkorp Ag, LLC		853.90
06/03/2021	Expense		Amazon		42.59
06/03/2021	Expense		Belkorp Ag, LLC		371.70
06/09/2021	Expense		Belkorp Ag, LLC		369.60
06/09/2021	Expense		Belkorp Ag, LLC		103.80
06/24/2021	Expense		Copper Auto & Marine		188.72
Total for OE18-4 Landscape Equip Repair/Replace					\$4,255.66
Total for OE18 Common Areas					\$4,774.39
OE22 Mosquito Abatement Expense					
OE22-1 Mosquito Control Products					
06/14/2021	Expense		VESERIS		5,662.80
06/19/2021	Expense		Clarke Mosquito Control		3,298.59
Total for OE22-1 Mosquito Control Products					\$8,961.39
OE22-2 Mosquito Abatement Monitor/Test					
06/15/2021	Expense		McDillard's Feed & Supply		60.00
06/28/2021	Expense		McDillard's Feed & Supply		45.00

Copper Valley Comm Srvs District

Credit Card - Transaction Detail by Account

June 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Total for OE22-2 Mosquito Abatement Monitor/Test					\$105.00
OE22-3 Mosquito Abate Vehicles Gas/Oil					
06/15/2021	Expense		Hunt & Sons, Inc.		2,185.31
Total for OE22-3 Mosquito Abate Vehicles Gas/Oil					\$2,185.31
OE22-4 Mosquito Abatement Equip Maint					
06/03/2021	Expense		J.Milano Co., Inc.		166.53
Total for OE22-4 Mosquito Abatement Equip Maint					\$166.53
Total for OE22 Mosquito Abatement Expense					\$11,418.23
Total for OE Operational Expenses					\$16,192.62
Total for 1SS SERVICES & SUPPLIES					\$18,725.22
Total for TE TOTAL EXPENSES					\$18,725.22



**COPPER VALLEY COMMUNITY SERVICES
DISTRICT**
Physical-1000 Saddle Creek Drive
Copperopolis, CA 95228
Mailing-PO Box 5158, Sonora CA
95370
(209) 785-0100 coppervalleycsd.org

DIRECTORS

Larry Hoffman, President
Ken Albertson, Vice President
Roger Golden
Darlene DeBaldo
Scott Baker

BOARD OF DIRECTORS REGULAR MEETING MINUTES

June 15, 2020, 2:00 PM

Copper Valley Lodge

1001 Saddle Creek Drive, Copperopolis, CA

1. **CALL TO ORDER** 2:03pm
2. **ROLL CALL** President Hoffman, Vice President Albertson, Director DeBaldo, Director Golden Director Baker, General Manager Kampa, Office Manager McCutchen, Site Manager Hebard
3. **PLEDGE OF ALLEGIANCE**
4. **CHANGES TO ORDER OF AGENDA** Director Baker makes a motion to change the order of the agenda to 7b for the first item, Director Golden seconds. Motion passes unanimously.
5. **PUBLIC COMMENT**
6. **CONSENT CALENDAR**
 - a) Review of monthly financial report, approval of bills and claims for the month of May 2021.
 - b) Approval of the minutes from the Regular Board Meeting held May 18, 2021.
Director Baker makes a motion to accept the consent calendar, Director Golden seconds. Motion passes unanimously.
7. **DISCUSSION AND ACTION ITEMS**
 - a) Conduct **Public Hearing** Regarding the Adoption of the FY 2021-2022 Final Budget
 1. Adoption of a Resolution Approving the FY 2021-2022 Final Budget including Employee Salary Schedule Director DeBaldo makes a motion to Adoption of a Resolution Approving the FY 2021-2022 Final Budget including Employee Salary Schedule, Director Golden seconds.
Motion passes unanimously.
 - b) Review and Discussion of the Weed Abatement Procedure and Schedule - Tabled until July's meeting
 - c) Discussion Regarding the Need for District Review and Inspection of the Quail Creek Infrastructure Improvements Currently under Construction
8. **STAFF AND DIRECTOR REPORTS**
 - General Managers Report
 - Site Managers Report
9. **ADJOURNMENT** 4:25pm

RESOLUTION NO. 2021-xx

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COPPER VALLEY COMMUNITY SERVICES DISTRICT APPROVING A PLAN CHECK AND CONSTRUCTION INSPECTION AGREEMENT FOR THE QUAIL CREEK DEVELOPMENT WITHIN COPPER VALLEY

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

WHEREAS, the District provides road, storm drain, mosquito abatement, weed abatement and other public services to the Community of Copper Valley; and

WHEREAS, CV Development Partners, Inc desire receive said services from the District and to construct and dedicate to the District certain public improvements including roads, storm drains and related infrastructure; and

WHEREAS, the District has adopted (Land) Development policies governing the process of infrastructure design, construction and dedication which includes the execution of certain agreements detailing the terms and conditions to receive District services and for the orderly construction and dedication of infrastructure; and

WHEREAS, CV Development Partners, LLC (Developer) has already begun construction of the public improvements serving the Quail Creek development area, in advance of any agreement by the District to review construction plans, conduct construction inspection, accept, operate and maintain said improvements including roads and storm drains; and

WHEREAS, the District has prepared a draft Plan Check and Construction Inspection Agreement which specifies the need for the Developer to make advance financial deposits, secure review of construction plans by the District, pay for independent construction inspection by the District as required, and the criteria and requirements for dedication and District acceptance of said public improvements.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE COPPER VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY approve the Plan Check and Construction Inspection Agreement with CV Development Partners, LLC for the Quail Creek Development, which shall be effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Copper Valley Community Services District on July 20, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Peter Kampa, Secretary

Larry Hoffman, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Peter Kampa, the duly appointed and acting Secretary of the Board of Directors of the Copper Valley Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Copper Valley Community Services District, duly called and held on July 20, 2021

**COPPER VALLEY COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
[Project Name]**

THIS PUBLIC FACILITY CONSTRUCTION, PLAN CHECK AND INSPECTION AGREEMENT ("**Agreement**") is made this _____ day of _____, 20____, by and between the Copper Valley Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of California Government Code Section 61000, et. Seq. ("**District**"), and [Applicant Name] ("**Applicant**"). District or Applicant are sometimes referred to in this Agreement as a "**Party**", and collectively as the "**Parties**".

RECITALS:

A. Pursuant to an [Date and Agreement Name] Agreement entered into by and between the Parties in conjunction with this Agreement, Applicant is required to construct and provide roads, sidewalks, storm drains, street lights, and common area landscaping; and the District is being requested to provide public services to the [Project name], described on Exhibit "A", attached hereto ("**Property**").

B. Applicant proposes to design and construct the facilities on and about the Property described below that are referred to in this Agreement and elsewhere as the "**Project**"; the work necessary to design, build, install and do all things necessary and proper to complete the Project is referred to as the "**Work**":

1. Develop and construct [generally describe work];
2. Construct roads, sidewalks, storm drains, street lights, and common area landscaping which are intended to be dedicated to and operated by the District.

C. The Parties understand that the process related to the provision of public services to be complex and will require the active participation of the Parties. Such participation will result in expenditures by the District ("**Expenditures**"), including, but not limited to, consultant, legal, administrative, and other fees and costs, associated with the performance of if its duties under this Agreement and at law. Currently the District does not have funds to pay for the Expenditures.

D. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's road system, on the terms and conditions hereinafter provided.

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NOW, THEREFORE, the parties agree as follows:

1. Construction

(a) Applicant, at its sole cost and expense, will design, prepare plans and specifications, develop, construct, and install the Project and otherwise perform the Work. Applicant agrees to develop, construct, and install the Project in accordance with District's Engineering Standards. The Project will be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to perform and complete the Work ("**Contractor**") as described in the plans and specifications for the Project ("**Plans and Specifications**") approved by District. Prior to start of construction for the Project, Applicant will submit to District for its approval the Plans and Specifications; Applicant will not commence construction of the Project unless and until District approves the Plans and Specifications. Prior to commencement of Project construction, Applicant will deposit with the District the following:

1. Two complete sets of the approved Plans and Specifications, plus one electronic set; and
2. A copy of the contractor's license of the Contractor; and
3. A copy of the Applicant's contract with the Contractor; and
4. Proof of insurance, as required by Section 14 of this Agreement.

(b) Applicant will be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant will to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available at www.dir.ca.gov.

(c) Applicant will be responsible for determining whether the construction of the Project requires the Contractor to be registered with the Department of Industrial Relations as a Public Works Contractor and meeting all associated Labor Code requirements.

2. Deposit for District Services

At the time of execution of this Agreement, Applicant will advance to the District the sum of \$10,000 for payment in whole or in part of the Expenditures ("**Deposit**"). Applicant authorizes District to withdraw from the Deposit to pay for the Expenditures as they are incurred by District.

District will notify Applicant whenever the Deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month will be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month will be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by Applicant in excess of District's actual costs will be refunded to Applicant.

3. Permits

Applicant, at its sole cost and expense, will obtain all necessary local, county, state and private permits and approvals relative to the Project, including but not limited to, Calaveras County and/or District Encroachment Permits, permits or approvals required by the any affected homeowner's Association, and will comply with all requirements thereof.

4. Project Completion

Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this Agreement. If not completed by that time, Applicant must complete and submit to District an updated PUBLIC FACILITY CONSTRUCTION, PLAN CHECK AND INSPECTION AGREEMENT.

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the Property for the purpose of inspecting the Project, the improvements to be constructed, and the Work to be performed under this Agreement.

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant will notify the District thereof and request a final inspection of the Project. All facilities in the Project will be tested to meet District requirements as required by then-applicable District standards and specifications. Applicant will supply and pay for all necessary equipment, services and devices to inspect and test the improvements installed. This will include, among other things, compaction testing, materials testing, final project materials submittals, storm drains and related appurtenances, pressure testing equipment, and cleaning/video devices.

7. Notice of Acceptance

The District will not provide road, sidewalk, street light, storm drain or landscape maintenance services or a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Section 6, above;
- (b) An engineer's certification that the Project has been constructed in substantial conformance with the Plans and Specifications has been presented to the District, the form and content of which is acceptable to District in its sole and absolute discretion;

- (c) All easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District, the form and content of which are acceptable to District in its sole and absolute discretion;
- (d) All record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties relative to the Project have been delivered to the District;
- (e) Applicant has paid to the District all applicable fees and charges of the District relative to the Project, all in accordance with the rules and regulations for the District;
- (f) Applicant has delivered or caused to be delivered to District a detailed accounting of amounts expended for all improvements relative to the Project;
- (g) Applicant has delivered to District a complete and accurate list of all assessor parcel numbers and service addresses to be served by the Project; and
- (h) Applicant has provided District with a "Maintenance Guarantee" as required in Section 12(b) below.

8. Transfer of the Project

Upon Applicant's receipt of a notice from the District advising District will accept the Project ("**Notice of Acceptance**"), Applicant will promptly deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District. The Parties agree that the transfer of the Project to the District will not be effective or completed until the conveyance documents transferring the Project have been formally accepted by the District via the affirmative vote of a majority of the members of the District's Board of Directors at a duly-called meeting ("**Acceptance**").

9. Risk of Loss/Ownership

- (a) Upon Acceptance, the Project will become the property of the District. The District will own and be free in every respect to operate, manage, modify, expand, and improve the Project as it deems appropriate.
- (b) Prior to Acceptance, all risk of loss or injury or destruction to the Project and related facilities will be solely upon Applicant.

10. District Service

District will not provide service through the Project until Acceptance occurs. Service through the Project will be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. Applicant will not allow any

person or entity to use or commence operation of any part of the Project prior to Acceptance without the prior written consent of the District, which may be conditioned, delayed, or withheld by District for any or no reason.

11. Maintenance of Facilities

District assumes no obligation as to maintenance and operation of the Project until such time as Acceptance occurs; prior to that time, Applicant must at its sole cost and expense maintain the Project in good and working condition.

12. Applicant's Guaranty

- (a) Maintenance: Applicant warrants and guarantees all materials and workmanship furnished to the Project pursuant to this Agreement for a one (1) year period from the date of Acceptance. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.

- (b) Maintenance Guarantee: As a condition precedent to the delivery by District to Applicant of the Notice of Acceptance, Applicant must provide the District with a letter of credit or other security satisfactory to the District ("**Maintenance Guarantee**") in a sum equal to no less than ten percent (10%) of the total costs of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the Notice of Acceptance. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the Notice of Acceptance.

Applicant or its surety under the Maintenance Guarantee will repair or replace to the satisfaction of the District any or all Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other improvements which may be damaged or displaced in so doing.

District may repair or replace, or cause to be repaired or replaced, or any combination thereof, any defective Work not promptly repaired or replaced by Applicant or its surety as required under this Section 12. In such event, Applicant and its surety under the Maintenance Guarantee will be jointly and severally liable to the District for all costs and expenses incurred by District relating to the defective Work, including, but not limited to, all repairs and replacements, management and administrative costs, and engineering, legal and other costs. The District will bill Applicant and the surety for such costs, which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the lower of 18% per annum or the maximum rate then-allowed under the law.

13. Changes in the Project.

If Applicant proposes to change the approved plans and specifications for the Project, it must first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

14. Insurance

Applicant or any Contractor performing any of the Work must, prior to commencing any of the Work, procure and maintain from one or more insurance companies authorized to do business in the State of California with an A.M. Best's rating of not less than A-(IX), "on an occurrence basis", commercial general and automobile liability insurance. The insurance will include but will not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance will not be less than ONE MILLION DOLLARS (\$1,000,000.00) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance will be primary insurance with respect to the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. Insurance provided by Applicant as required by this Section 14 will specifically name the District, its directors, officers, and employees as additional insureds, and will contain an endorsement providing that written notice will be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general and automobile liability insurance coverage will also furnish the District with certificates of insurance as satisfactory proof that Applicant or Applicant's Contractor carries worker's compensation insurance as required by law and liability insurance in compliance with these requirements.

15. Indemnification and Hold Harmless.

Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents will not be liable for any injury or death to any person or damage to any property arising from the performance of any Work. Applicant will protect, defend, indemnify and hold the District harmless from any and all claims, causes of action, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. If the District, its directors, officers, employees or agents should be sued as a result of such performance, the District will notify the Applicant, which then will have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless will survive the Acceptance.

16. Waiver of Rights.

Any waiver at any time by either Party of all or some of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default or matter.

17. Amendment

Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by the Applicant and the District.

18. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either Party to the other under this Agreement will be in writing and signed for each Party by such officers as each may, from time to time, be authorized in writing to so act. All such notices will be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices will be addressed to the Parties at their addresses as shown below:

District:

Copper Valley Community Services District
1000 Saddle Creek Dr
Copperopolis, CA 95228

Applicant:

[name and address]

19. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Calaveras County and such County will be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Interpretation of this Agreement.

The Parties acknowledge that each Party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the

interpretation of this Agreement or any document executed and delivered by any Party in connection with the transactions contemplated by this Agreement.

21. Agreement Binding

This Agreement will apply to and be binding upon the successors, grantees, and assigns of the Parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be withheld, conditioned, or delayed for any or no reason.

22. Headings.

The Section headings used in this Agreement are for reference only, and will not in any way limit or amplify the terms and provisions hereof, nor will they enter into the interpretation of this Agreement.

23. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

24. Representations and Warranties of Applicant.

- (a) Applicant represents and warrants that: (a) it is duly-organized and legally existing under the laws of the State of California and is duly-qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Applicant enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Applicant's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of Applicant's contracts, charter, bylaws or other organizational documents.
- (b) Applicant Indemnity. Applicant will defend, indemnify and hold the District harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of the representations and warranties of Subsection 24(a) above.

25. Days.

Unless otherwise specified to the contrary, "days" in this Agreement will mean calendar, not business, days.

DISTRICT:

Copper Valley Community Services District,

a political subdivision of the State of
California

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

Peter Kampa Board Secretary

APPROVED AS TO FORM:

Kai Ruess, District General Counsel

APPLICANT:

[name]

By: _____

Name: _____

Title: _____

EXHIBIT "A"
REAL PROPERTY DESCRIPTION

CVCSD POLICIES ADOPTED APRIL 2019
Section 600 FACILITIES DEVELOPMENT

601 DISTRICT’S INTENT OF DEVELOPMENT POLICY

601.1 Introduction

Residential and occasionally commercial development are an on-going process in the District. The intent of this section is to establish the policies that the Board of Directors deems appropriate to assure that development proceeds in a consistent manner under rules that are both fair to the developer and protective of the District’s existing customers, both in the short term and long term. The following are the intents of the District Board of Directors (“Board”) when considering developments:

1. Developers shall maintain money on account with the District that will be used to pay District staff time and expenses during the review and inspection of the proposed development.
2. When the District is weighing the short-term cost of infrastructure against the long-term cost of operating and maintaining that infrastructure, reducing the long-term infrastructure costs will be deemed more important than saving up-front capital costs by the developer. Important long-term costs to be considered during development planning shall include labor intensity of operating and maintaining the infrastructure, technology and the water/energy cost of operating the infrastructure.
3. All improvements to the District’s existing infrastructure required by the development shall be compatible with the District’s existing infrastructure and in accordance with the District Standard Specifications/Details, or that which the District knows will be required by regulatory agencies in the future.
4. All infrastructures shall meet existing design criteria, codes and regulations at the time of construction.
5. The developer shall mitigate any negative impacts on District infrastructure or services caused by the addition of the proposed project into the existing infrastructure.
6. For commercial and residential developments, an instrument of insurance shall be provided to the District to assure that once the development is under construction, the District infrastructure associated with the project will be completed as planned.
7. Open/common area and green belts in the proposed development that may be irrigated shall be plumbed to receive recycled water if possible. The District reserves the right to apply water conservation measures to conserve potable water to the development at the developer’s expense if recycled water is not available.
8. The proposed development shall conform with all aspects of the Calaveras County General Plan and any applicable Area Plan Amendments to the General Plan.

9. If the proposed project must be annexed into the service area of the District, and LAFCO requires the developer to modify his project in a way that changes the design of District-related infrastructure, then the District will require the developer to suspend the annexation proceedings until the District infrastructure issues have been resolved to the District's satisfaction.

10. If a proposed development is to be annexed into the service area of the District, the capacities in the District's existing infrastructures that are reserved for existing parcels within the service area shall not be used by the proposed development. The developer will be obligated to expand existing capacities in ways that do not induce additional long-term operation and maintenance expenses on existing customers beyond that which might have been expected had the development not been served by the District. In addition, the developer of a project that requires annexation may be required to expand the infrastructure capacity beyond the needs for his proposed development if the additional capacity is required for the long-term infrastructure needs of the District. The District uses Reimbursement Agreements (see Appendix 600-A—Standard Reimbursement Agreement) to reimburse developers for the additional costs associated with the extensions beyond their development needs.

11. If on-going costs of operating and maintaining the infrastructure within a development are higher than the costs associated with the existing infrastructure, then the District shall cover these additional costs by implementing a cost mitigation plan, such as forming an improvement district for the new development so that the existing District customers do not subsidize services provided to the new development.

12. The District shall require the developer to prepare a detailed financial impact analysis as part of the Sub-Area Master Plan. The analysis shall evaluate long-term financial impacts on existing District customers for providing road, stormwater management, mosquito abatement, open space/easement management, street lighting, common area maintenance and other services to the proposed development.

13. The developer shall cover the increased operation and maintenance costs resulting from the project associated with existing District roads and related infrastructure during development of the project.

601.2 Development Types and Their Associated Processes

For purposes of this policy, the District considers several types of developments and they may be treated differently. The least restrictive development type is the construction of a single residential unit. Development of up to four units (via parcel map) is treated by the District as a single residential unit development. Residential development of more than four units is considered a subdivision (via subdivision map) by the District and has special requirements by the District. Commercial development of less than or equal to 7,200 square feet in floor space is evaluated by the District as though it was a small residential unit development. Commercial development of more than 7,200 square feet of floor space is evaluated by the District as though it was a large subdivision development.

SUBDIVISION & LARGE COMMERCIAL DEVELOPMENT PROCESS

Introduction

The following section lays out the process for developing residential subdivisions (more than four lots) or large commercial development (more than 7,200 square feet of floor space). The process is divided into the following four major steps:

1. Preliminary Information Exchange & Indemnification
2. Project Development Review and Involvement in County Processes (Area Master Plan)
3. Final Design and Construction
4. Performance Guarantee Period

Each of these steps will also require interface with the Calaveras County Community Development Department. The following outlines the process in each step of the overall development process.

Step 1: Preliminary Information Exchange & Indemnification

Intent of this Step

The intent of this step is to provide an opportunity for the developer to discuss the general process of development with the District and for the District to provide copies of detailed maps, models, and reports that will assist the Developer in preparing his application with the District. The developer will also be required to sign agreements that indemnify the District and agree to pay for all District costs in processing the developer's application. At this step, no formal Board action is required by the District, unless the development requires annexation.

Step 1 Process

Developer Application for SCCSD Service and Advanced Funding Agreement

The first action of the developer is to prepare an Application for SCCSD Service (Appendix 600-B) that outlines the scope and location of the proposed development and to execute an Advanced Funding Agreement (Appendix 600-F). The Advance Funding Agreement between the developer and the District must be executed by both parties before the District reviews the developer's application. The Advance Funding Agreement will:

Provide for the scope of work to be provided by District personnel and consultants in reviewing the application;

Estimate the amount of administrative, engineering and legal costs to be incurred by the District in reviewing the application;

Provide for a cash deposit to cover those estimated costs with the provision that once the cash deposit is reduced to a specified level, that future work on processing the application by District

personnel will not continue until the account balance specified in the Advance Funding Agreement has been restored to the original amount required by the agreement; and

Indemnify the District against any action taken by the developer or by any third party against the developer and/or the District for the proposed project.

With this application for service, the developer will pay a non-refundable \$500 administrative fee and \$200 application fee and a \$1,500 engineering review deposit. These fees and deposits may periodically be changed when the Board of Directors amends the Miscellaneous Fee Schedule. For a complex project, the developer may be required to add to the initial deposit to cover District labor and expense costs needed to complete the activities in this step. If so, the District will provide a cost estimate to complete this phase of work. Any funds left in the deposit at the end of this step will be refunded to developer or credited to the fees required in the next step of the process. Staff shall stop work on the Application for SCCSD Service process if the developer does not pay the initial fees and deposits or does not maintain the engineering review deposit funds in a positive balance.

The Application for SCCSD Services prepared by the developer shall be posted on the District's website and a copy will be available in the District office for review.

District Indemnification

The Developer shall assume all legal and litigation liabilities regarding the development, indemnifying the District. As part of the Application for SCCSD Services process and as contained in the Advanced Funding Agreement, the developer shall indemnify and hold the District harmless for activities done by the District in Steps 1 and 2 of the development process. The developer shall indemnify the District against any legal action taken by any third party against the developer and/or the District for the proposed project. Indemnification for activities after Step 2 shall be contained in the formal Development Agreement that takes effect in Step 3.

Guarantee of Service

Activities conducted by the District at this stage of the process for the developer shall not be construed as a guarantee of any service empowered by the District to provide. Guaranteeing service shall be agreed to with the execution of the Development Agreement by both parties at the beginning of Step 3 of this process.

District Engineering Report on Application for SCCSD Services

The District Engineer shall evaluate the developer's Application for SCCSD Services and then produce a report which contains applicable maps, models, and reports that will assist the developer in preparing project design plans and specifications and environmental documentation in Step 2 of the process. The information provided by the District will include road, street lighting, storm drainage, open space, easement maintenance, mosquito control and other services (and other latent power services that might be provided by the District), future planning by the District, which may impact the developer, and estimated cost of the review of development and construction documents, and environmental documentation. Further, the report will contain concerns and issues that the District may have regarding District services, capabilities, capacities and future plans

related to new development. These concerns will be discussed and revised as needed at least once each year by the District Board of Directors. Finally, the report will contain a statement that Board

policy is that the District will fully expect the County to enforce the County General Plan and associated Area Plan Amendments thereto when they process the developer's application to the County. Furthermore, the District will consider preparing a "Service Availability" letter that will be used by the developer as he initiates the development process with the County. The template for the Service Availability letter is contained in Appendix 600-G.

Board Review of Development Proposal if Development Entails Annexation

If the proposed development entails annexation of the development into the District service area, District staff shall bring the Application for SCCSD Services and District Engineer's Report to the Board for their review, deliberation, and input. Prior to approval for the developer to continue the project, the Board of Directors shall hold a public hearing to receive and review comments. Then, the Board of Directors may approve the project to go on to the next step in the process or send the application back to the developer for modification and subsequent reevaluation by the Board of Directors.

Step 2: Preparation of Sub-Area Master Plan & Environmental Documentation

Intent of this Step

The intent of this step is for the developer to prepare the Sub-Area Master Plan (SAMP) if determined necessary by the District and appropriate environmental documentation for the proposed project. Guidelines for preparing the Sub-Area Master Plan are provided in Appendix 600-H. The District will participate actively in the project Environmental Review conducted by the county. These two tasks are done in collaboration with District staff and District consultants hired to assist with technical review. When the SAMP is completed, it will be presented to the District Board of Directors. The Board will also have an opportunity to review and comment on the environmental analyses. The Sub-Area Master Plan is prepared in conjunction with county approval of the developer's entitlement to develop. The agency responsible for reviewing the SAMP will be the District. The developer may group the District's facilities with other elements of the project when completing the California Environmental Quality Act (CEQA) review and documentation for County consideration.

Environmental documentation for the subdivision will be prepared under the authority of the County Community Development Department, with input from the District. Final approval of environmental documentation of the subdivision will be provided by the County Board of Supervisors.

Step 2 Process

Written Request for District Services to Subdivision

After approval of the Application for SCCSD Services and the execution of the Advanced Funding Agreement, the developer shall make written request of the District to move to Step 2 of the process. The request shall state the legal description of the property to be served, the Assessor's Parcel number(s), the name of the proposed subdivision, and its

location. The request shall be accompanied by a copy of the proposed map and which District services the developer is requesting. Accompanying the application, the developer will provide the completed Developer Information Form (below) and Appendix _____ Developer Information Form and a check, money order, or other warrant that will be used to fund the Development Account.

Developer Information Form

On a case-by-case basis, the Board of Directors may request the developer to complete the Developer Information Form (Appendix 600-J) and submitted it with the written Request of District Services to Subdivision. The information requested consists of the makeup of the development partnership/corporation, their individual and collective development history with similar types of projects, and demonstration of their financial depth to complete the proposed project. The District may perform further due diligence using the information provided by the developer. The financial information provided to the District will be kept confidential by the District and is exempt from disclosure to the public under a specific exemption of the Public Records Act.

If during the course of the project, the information contained in the Developer Information Form is found to be incomplete or inaccurate, the work by the District may be suspended until such irregularities are resolved to the District's satisfaction.

Funding a Development Account

With the request for District Services to Subdivision, the Advance Funding Agreement shall be amended to provide that the developer shall provide funds to a development account controlled by the District for use by the District to review the SAMP and environmental documentation prepared in this step. Unless otherwise agreed to by the District Board of Directors and developer, the amount funded to the development account shall be the total estimated costs of the District providing the administrative, engineering, legal and inspection services required, as outlined below.

The District shall prepare a monthly account status report for the Board of Directors and the developer. If the District anticipates that the costs for its review will exceed the initial estimate then the District shall notify the developer. If the account balance is not brought up to the new estimated amount needed within thirty (30) days of District's notice, then all work by the District shall cease.

At the completion of the subdivision and upon final approval by the Board, any funds remaining in the account shall be returned to the developer within sixty (60) days of said Board approval.

Cost Estimate and Developer Funding Assurance

The District Engineer shall prepare a cost estimate for the SAMP and subsequent environmental documentation which will serve as the basis for the amount of funds required to fund the development account. This cost estimate will also be used to determine the amount of assurance that the developer will provide to insure that this phase of the project is completed without any

financial impact on the District. The developer must provide separate security in the amount of the District Engineer's cost estimate and

security must be in the form of an Irrevocable Letter of Credit or a cash deposit with the District.

Public Access to Development Information

The District shall maintain public access to the final SAMP and draft and final environmental documentation by posting these documents on the District's web site and in the District office. Non-confidential information provided from the Developer Information Form shall also be posted on the web site and in the District office. The District shall also post on the web site the formal reviews of the SAMP by the District and/or its consultants.

Developer Prepares Sub-Area Master Plan (SAMP)

The developer, with the assistance of an engineer with recent experience with this type of work, shall prepare the Sub-Area Master Plan (SAMP) for the proposed project. The typical scope of work for the SAMP is contained in Appendix _____. The District will provide input to the developer during the preparation of the SAMP. The District services to be provided shall be evaluated in the SAMP in terms of determining present capacities, future capacities with planned build-out of existing communities and developments within the District, other on-going development applications, and the impact on present and future capacities caused by the proposed development. These evaluations shall be done by modeling approved by the District. The SAMP will provide alternative infrastructure improvement methods for the proposed development. If approved alternatives are available, then each alternative will be evaluated for capital and annualized long-term operations and maintenance costs, as well as an analysis of the advantages and disadvantage to the District for each alternative.

The District shall require the developer to prepare a detailed financial impact analysis as part of the Sub-Area Master Plan. The analysis shall evaluate long-term financial impacts on existing District customers for providing services to the proposed development. The analysis shall also disclose any anticipated additional costs (including the re-allocation of special taxes) or reduction in service(s) to existing customers and future customers moving into the new development caused by the development of the proposed project. If the development is found to cause potential additional short- and/or long-term financial impacts on the existing customer base, then the financial analysis shall include alternative financial impact mitigations for consideration by the District. With these mitigations, the proposed development shall not impose any additional short- or long-term financial impacts on the District's existing customer base, as well as fire service requirements, such as alarm systems, inspections, and periodic operational verifications, which the District may be expected to provide.

Review of SAMP by District Board of Directors

The draft SAMP will be evaluated by the District and its consultant. Once the draft SAMP has been approved by District staff, the developer will present his findings to the District Board of Directors in a Public Hearing, scheduled with at least two weeks notice to the public to allow the public time to review and consider the SAMP. The Board may request additional work to complete the SAMP based on public input and its review. If substantial additional work is requested by the

Board of Directors, then the draft SAMP will be revised and brought back to the Board for final review. With no additional revisions

requested by the Board, the developer will finalized the SAMP, which will include the preferred alternatives based on input from District staff and Board. The final SAMP will then be brought back to the Board of Directors, who will receive and file the document. Only after the environmental documentation has been properly reviewed and approved by the controlling agencies, including the County and the District, will the SAMP be considered for approval by the District Board of Directors.

Perform Environmental Analyses and Prepare Environmental Documentation

The environmental documentation is usually done at the same time as the preparation of the SAMP. With the county as lead agency, the developer will perform environmental analysis of infrastructure alternatives, as well as the impacts of providing District services on the community and the District. This step is conducted by the developer under the direction of the Calaveras County Community Development Department with input from the District during the environmental review process. This part of the process is completed with the approval by the County Board of Supervisors and the issuance of the Conditions of Approval. Once the environmental process has been completed and approved by the County, then the District and developer will move on to Step 3.

Funding the Environmental Review Process for the SAMP

The developer will be entirely responsible for completing CEQA at their own expense. Should the District need to retain a CEQA consultant to review the CEQA document, the developer shall be responsible for these expenses.

The Environmental Documentation Process for the SAMP

The final SAMP will not be approved by the District Board of Directors until all CEQA documentation has been completed by the developer and approved by the county. All improvements recommended in the SAMP shall be included in the CEQA analyses. As applicable, the terms and conditions of the SAMP and the CEQA documentation of the SAMP shall be included in the county's conditions of approval for the subdivision development project.

Annexation

If the developer is requesting annexation into the District for one or more services, then all of the environmental impacts, including the appropriate elements of the County General Plan and associated Area Plan Amendments, of such an annexation must be considered during the environmental documentation and costs estimates/funding assurances process performed in this Step 2 of the project in connection with approval of the SAMP.

Step 3: Project Design and Construction

Intent of this Step

The intent of this step is to move the project into the design and construction phase. The first task is for the District and developer to prepare and execute a Development Agreement. This step may also require the developer to request annexation to the District by the Local Agency Formation Commission (LAFCO) if the proposed project lies outside the District's service area. Once the project area is annexed into the District by LAFCO, then the developer will prepare the final

designs for all improvements to the District. The final task prior to commencing construction is for the developer to prepare the final design of the selected alternatives to the infrastructure improvements.

Step 3 Process

This final step in the subdivision process has several steps, including executing the development agreement, supporting annexation if the property is outside the District's service area, preparing final designs, construction, and project acceptance.

Develop and Execute Development Agreement

The Development Agreement contains the terms and conditions under which the developer may construct extensions to District infrastructure and for the District to provide services to the proposed project. The details for preparing the Development Agreement are contained below. A sample Development Agreement is contained in Appendix _____. Once the Board of Directors has accepted the Development Agreement and it has been executed by both parties, then the developer can move on to the next step in this process, either annexation or project design. The Development Agreement will contain several important clauses.

The Development Agreement, either with or without annexation provisions, will not be considered for approval by the District's Board of Directors until all of the CEQA documentation with respect to the SAMP and the implications of annexation have been completed, circulated for public comment, and refined into a final EIR that is reviewed by the District's Board of Directors.

The developer agrees to build the project per District conditions and schedule.

Should the Board of Directors determine that supplemental environmental documentation is necessary, then the Development Agreement shall not be considered by the Board until such supplemental documentation is completed and approved.

For those projects in which annexation is being requested, the development agreement shall include any and all provisions relative to the annexation process between the developer and the District so that the development agreement acts, in essence, as an annexation agreement as well in those cases in which all or a portion of the development needs to be annexed into the District for one or more services.

To insure that once the project moves into the construction phase, the developer will provide an irrevocable letter of credit to be used to complete construction if the developer should stop work for any reason. The amount of this letter of credit shall be one-hundred and twenty-five percent (125%) of the estimated District capital improvement costs for the project as developed in the SAMP.

The Development Agreement will contain an indemnification clause which will hold the District harmless for any part of the design and construction process from actions taken by the developer or any third party relative to the development.

The District agrees to provide all agreed-upon services to the development. These services may include roads, storm drains, street lighting, mosquito control, common area maintenance, and other services that the District may have the power to deliver. If the development is to be annexed into the District, then the power to determine which services will be provided lies with LAFCO after they have determined that adequate CEQA has been done for providing these services and that adequate short- and long-term funding is provided by the developer for them.

The development shall not impose any additional short- or long-term financial impacts on the District's existing customer base.

Developer Request for Annexation

If the project lies outside the District's service area, then it must be annexed into the District by LAFCO in order to receive services from the District. Prior to considering support for annexation, the developer shall sign an Annexation Agreement with the District. A sample Annexation Agreement is contained in Appendix ____.

Requests for annexation will be considered by the Board on the basis of (a) the County General Plan and Area Plan Amendment, (b) input from existing customers and property owners adjacent to the land to be annexed, (c) District workload and technical capacity to fulfill annexation obligations, and (d) any other mitigating circumstances associated with expansion of the District's service area.

If support for annexation is agreed to by the Board of Directors in the Annexation Agreement, such support shall expire with the expiration of the approved CEQA documentation. Details on the annexation process are provided in Section ____, below.

Developer Prepares Project Designs

With the Development Agreement executed by all parties and the annexation process completed, then the developer will move into the project design phase. Project designs will conform to the District's Development Improvement Standards, which are described in more detail in Section ____, below. The District and/or its consultants will review and approve all plans submitted by the developer before any construction can commence.

Construction Oversight

During construction, the District will oversee all construction to insure that construction meets District's standards. The cost of oversight will be paid by the developer.

Final Project Approval

Once the extensions to the District's infrastructure has been completed and approved by the District Engineer, District staff will bring the project to the Board of Directors for final acceptance

and approval. At this point, the District will release the construction securities (performance bond or letter of credit). The District will then require a new warranty security in the amount of twenty-five percent (25%) of the actual infrastructure construction cost to provide a guarantee of construction performance of the extended infrastructure. This security shall be in the form of a surety or warranty bond, irrevocable letter of credit, cash or other insurance instrument acceptable to the District. The term of this security will be two (2) years, unless otherwise approved by the District's Board of Directors.

Step 4: Performance Guarantee Period

After the project is completed and has been accepted by the District, the developer shall provide a performance warranty in an amount stipulated in the Development Agreement. Such warranty shall guarantee performance of all facilities constructed by or for the developer for the project for a period of at least one (1) year from the time of District approval, or other term, as specified in the Development Agreement. The performance warranty shall be in the form of a bond, irrevocable letter of credit, cash or other warrant acceptable to the District

605 ANNEXATION PROCEDURES

605.1 Purpose

Property proposed for development outside the District service area but within the District's sphere of influence must be annexed to the District prior to receiving any of the services provided by the District. Furthermore, commitments to provide service to property and/or proposed developments will not be granted until said property is annexed to the District.

Annexation is a discretionary act by the District Board of Directors. The District has responsibilities and approval authority when considering annexation and expansion into its service area. The District has the power to disapprove any annexation for which it has substantial evidence of finance-related or service-related concerns that the developer is unable to mitigate to the District's satisfaction. If the developer of a project that is to be annexed into the District has agreed to in the Annexation Agreement (Appendix 600-L) to meet all conditions and addressed required mitigations, as identified in the county Conditions of Approval, CEQA documents and SAMP, then the District's Board of Directors will consider adoption of a resolution of application to LAFCO for annexation.

605.2 Approval

In conformance with Section 608, Project Approval, District approval of residential, commercial, industrial or other types of development projects will not be granted by the Board of Directors until the entire site has been annexed to the District and all conditions required to be fulfilled prior to annexation have been met or agreed to in the Annexation Agreement.

605.3 Annexation Procedures

The annexation procedures must take place during Step 2 process described in Section 603.3. LAFCO approval of the annexation will take place only after the District's Board of Directors

considers and approves the annexation. The District will transmit all of its findings with respect to the project derived from the SAMP to LAFCO for LAFCO to include in its conditions of approval of annexation. The following outlines the District's annexation process.

A. Determine Suitability

Property owners or project developers desiring annexation to the District should first determine several factors regarding their property's suitability for District services. These issues shall be addressed during the preparation of the SAMP and CEQA documentation conducted in Step 2 of the development process. The Developer shall address the following questions and issues:

1. Is the property presently not within the District's boundaries?
2. Is the property within the sphere of influence established for the District by the Local Agency Formation Commission (LAFCO)?
3. Where are the District's existing facilities relative to the property?
4. Gather information regarding District annexation policies, service area, sphere of influence, and the location of existing facilities will be provided by District staff upon request. Determination of the property's suitability for development and/or connection to the SCCSD roads is the responsibility of the property owner, and his/her use of professional engineering and/or development consultants is encouraged.
5. Any concerns or issues the District Board of Directors may have with regards to community concerns and the appropriate mitigation treatment.

B. Application to LAFCO

LAFCO has been established by the State Legislature to, among other duties, review and approve or disapprove proposals for annexation of territory to special districts. Approval by LAFCO of any annexation proposal is required before the District can approve the annexation and provide service.

1. To initiate the LAFCO application procedure, owners of the property proposed for annexation, or the registered voters residing within the area proposed for annexation, shall submit a petition (§56704, Ca. Gov. Code) to LAFCO. The contents of the petition, itemized below, shall conform to §56700 of the California Government Code.
2. With the petition, annexation proponents shall submit to LAFCO a map and legal description of the proposal. The contents of the map and legal description, itemized below, shall conform to LAFCO and the State Board of Equalization requirements.
3. Also with the petition, annexation proponents shall submit to LAFCO a completed application form and appropriate filing and environmental review fees.

C. District Approval of Annexation

If LAFCO accepts the annexation proposal, then it will adopt a resolution and forward it to the District. After confirmation of LAFCO acceptance, and after the annexation proponent(s) tenders to the District applicable annexation fees (discussed below) and appropriate recording and State Board of Equalization fees, as determined by LAFCO, the District's Board of Directors, at a regularly scheduled meeting, will consider approval of the proposed annexation. The Board of Directors' approval of the proposed annexation shall be formalized by the adoption of a resolution, which shall be forwarded to LAFCO prior to its consideration of said annexation. This Board resolution shall contain the following provisions:

1. That a description of the annexed lands shall be attached to said resolution;
2. The annexed land shall be subject to the District's policies, rules and regulations, charges made, and assessments levied pursuant to the provisions of the laws pertaining to Community Services Districts to pay for outstanding obligations of said District. The annexed land shall also be subject to all and any combination of assessments, tolls and charges as may exist at the adoption of the resolution and as thereafter may be established and/or levied by the County of Calaveras and/or the District, either separately or in joint interest for any District purpose or arising from community impacts or negotiated and agreed community impact mitigations stipulated in the county Conditions of Approval;
3. The District shall be under no obligation to install roads or any facilities in connection with the subject annexation. The owners of the land to be annexed shall install, as and when water and sanitary sewer services are desired, without cost, charge or obligation to the District, a complete roads and related systems as may be specified by the District, in accordance with plans and specifications approved by the District Engineer or General Manager, in a manner meeting his/her approval, and shall convey, at no cost to the District, all of said roads and related systems, including rights of way over all parts thereof, to the District; and,
4. The project developers and/or owners of the annexed property, and their heirs, successors and assigns shall agree to abide by all District policies, rules and regulations presently established and as shall be established by the Board of Directors in the future.

D. Application to District

If annexation proponents desire to receive confirmation of District acceptance of their proposal prior to initiating the LAFCO application, the petition, map, legal description and LAFCO application form, discussed in 605.3(B), above, should be submitted to the District office. A deposit paid by the developer must also accompany said submittal to cover LAFCO's filing, if any, and LAFCO environmental review fees, State Board of Equalization fees, District processing costs and environmental review fees, if any. When the annexation process is complete or terminated, cost overruns will be billed to the applicant, and under-runs will be refunded.

The Board of Directors will consider the annexation proposal at a regularly scheduled or special Board meeting. Acceptance by the Board of the proposed annexation shall be formalized by the adoption of a resolution. Said resolution shall contain the following:

1. All of the information required in the petition, as itemized below, except for provisions regarding signatories and signatures
2. The annexation map and legal description as attachments
3. Verification that the District desires to, or not to annex the subject territory
4. Authorization for the resolution to be submitted as an application for annexation approval by LAFCO if the Board supports annexation, along with the conditions of support
5. Only if the Board agrees to proceed with annexation, a request that LAFCO approve and authorize the District to conduct proceedings for the annexation without notice and hearing and without an election (only if the petition has been signed by all of the owners of land within the boundaries of the proposed annexation).

E. Annexation Petition

In accordance with §56700 of the California Government Code, the petition proposing annexation of property to the District shall do all of the following:

1. State that the proposal is made pursuant to said §56700
2. State the nature of the proposal (i.e., annexation of property to Groveland Community Services District)
3. Include a description of the boundaries of the affected territory accompanied by a map showing the boundaries
4. State any proposed terms and conditions
5. Explain the reason for the proposal (e.g., to receive fire, parks, water, and/or sanitary sewer services)
6. State whether the petition is signed by registered voters or owners of the land
7. Designate no more than three persons as chief petitioners, including their names and mailing addresses
8. Request that proceedings be taken for the proposal pursuant to said §56700

9. State whether the proposal is consistent with the sphere of influence designated by LAFCO for the District
10. State whether any environmental review of the project and required infrastructure has been undertaken and approved

F. Processing Resolution with LAFCO and the State

After adoption of said resolution of approval by the Board of Directors, it shall be sent to LAFCO along with necessary fees, for processing of State filings, local recordings, and filing with the State Board of Equalization.

G. Descriptions and Maps

In accordance with State Board of Equalization and District requirements, annexation descriptions and maps shall conform to the following conditions:

1. All documents must be capable of producing a readable photographic image;
2. Every description must be self-sufficient within itself and without the necessity of reference to any extraneous document, with references to deeds of record used only as a secondary reference;
3. When writing a metes and bounds description of a contiguous annexation, all details of the contiguous portion(s) of the boundary may be omitted, with the points of departure from the existing boundary clearly established;
4. A specific parcel description in sectionalized land is permissible without a metes and bounds description of the perimeter boundary;
5. A parcel description making reference only to a subdivision or a lot within a subdivision is not acceptable, unless all dimensions needed to plot the boundaries are given on an accompanying plat, and the relationship of lot lines with street rights of way must be clearly indicated;
6. Every map must clearly indicate all existing streets, roads and highways within and adjacent to the lands to be annexed, together with the current names of these thoroughfares;
7. Every map shall have a legend, scale and north point;
8. The point of beginning of the legal description must be shown on the map;
9. The boundaries of the lands to be annexed must be distinctively shown on the map without obliterating any essential geographic or political features;

H. Maps

All maps must be professionally drawn (rough sketches of maps or plats will not be accepted). All descriptions must be prepared by a surveyor or civil engineer licensed in the State of California, and his/her stamp and signature shall be affixed to said description. All maps must be provided to the District in both paper format and digital format acceptable to the District.

I. Annexation Fee

The annexation fee is the amount charged to the developer as buy-in to the existing roads and related infrastructure, which the developer has not contributed to, even though the developer will fund improvements to that pre-existing infrastructure. The amount of the annexation fee will be determined by the District Engineer and shall be related to the actual value of the infrastructure, which the developer is buying into, reduced to an amount per parcel or equivalent dwelling unit.

606 DEVELOPMENT AGREEMENTS

606.1 Purpose

Prior to the Board of Directors considering a private development project for approval, a Development Agreement (see Appendix 600-K for sample agreement) specifying the terms and conditions of said approval, prepared by the General Manager and/or Legal Counsel, shall be executed by the District Board of Directors and the project's developer(s) and/or property owner(s) (see Section 608—Project Approval).

606.2 Content of Agreement

The development agreement shall contain the following information:

- A. Name(s) of developer and/or project sponsor(s), and owner(s) of subject property;
- B. Assessor's parcel number of subject property;
- C. Type and purpose of project (e.g., residential, commercial, industrial, etc.);
- D. A graphic description of the project attached to the agreement as "Exhibit A;"
- E. Services required by development from SCCSD;
- F. Agreement to provide and pay for agreed upon facilities as specified in the SAMP;
- G. Agreement to provide mitigations identified in the CEQA documentation and county conditions of approval; and,
- H. Agreement to pay to mitigate all short- and long-term financial impacts caused by the development, as identified in the SAMP, which would otherwise become a financial burden on the District's existing customer base.

606.3 Terms and Conditions of Agreement

The following shall be used as standard terms and conditions of the Development Agreement:

A. Standards For Road Systems

Plans have been or will be, at no cost to District, designed and prepared for the on-site and off-site water and/or sanitary sewer service systems, which include Developer's obligation to accomplish the following:

1. Construct the road system in conformance with the approved plans and specifications therefore; and,

B. Acceptance of Plans And Specifications

The completed plans as described above for the road system have been or will be prepared in conformance with District Standard Design Specifications and the requirements of the District Engineer or General Manager, and are in a form acceptable to same.

C. Revision of Plans

Any changes in such accepted plans shall require written approval of developer and the District Engineer or General Manager.

D. Rights- of-Way

Owners will provide to District, at no cost to District and in a form acceptable to the District Engineer or General Manager, appropriate easements and rights-of-way for the maintenance, repair, and replacement of all road system facilities not within existing public rights-of-way, public utility easements, and/or other easements.

E. Construction

Developer shall, without expense to District, construct the road system pursuant to the accepted plans or any approved modification thereof. The developer shall provide in any contract for construction of the road system that any contractor's materials, supplier's guarantees thereunder, including a two-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District. Developer shall also provide in any contract for construction of the water and/or sanitary sewer service system that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with liability and bodily injury limits of not less than three million dollars (\$3,000,000), and property damage coverage of not less than five hundred thousand dollars (\$500,000).

F. Inspection of Construction

The District Engineer or General Manager or his/her agent(s) shall inspect the construction of the road system to assure that the works are installed in accordance with the accepted plans and specifications. An inspection fee paid by developer as specified in District's Rate Schedule shall fund said inspection. Construction of the road system shall not commence until said inspection fee is paid. The District Engineer or General

Manager shall notify developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and developer shall correct such deviation or failure.

G. Hold Harmless

District is not, by inspection of the construction or installation of the water and/or sanitary sewer service system, representing developer or providing a substitute for inspection and control of the work by developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans. The developer shall also indemnify the District against any third party claims for personal injury or property damage arising out of the developer's design or construction of the infrastructure.

H. Delinquent Payment of District Fees and Expenses

Should the developer fail to stay current in paying District expenses associated with the project, including all administrative, legal, engineering and other necessary consultants' costs and expenses, including legal costs of collection of the unpaid charges, the District shall charge penalties and fees to recover these costs. Such charges shall serve as the basis for a penalty charge in the amount of ten percent (10%) of those amounts together with monthly interest until paid at a rate of interest not to exceed one percent (1%) per month, per Government Code Section 61115. Until such delinquent payments are paid, all work by the District shall stop. If payment is not received by the District within three (3) months of delinquency, the District shall seek payment from the developer's surety (performance bond or irrevocable letter of credit).

I. Conveyance

Within ninety (90) days after completion of construction of the road system in accordance with the accepted plans therefore and District's Standards Design Specifications:

1. The developer and owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District Engineer or General Manager;
2. The developer shall provide District with one (1) set of 24"x 36" reproducible "record" drawings of the completed project on matte Mylar (5 mil minimum). The

developer shall also provide “record” drawings in digital format acceptable to the District;

3. The owner shall provide easements as specified herein;
4. The Developer shall furnish to District a surety bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of twenty-five percent (25%) of the actual District infrastructure construction costs. This surety shall protect District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of two (2) years after acceptance of the road system by the District. Said surety bond or irrevocable letter of credit shall name developer as principal and District as obligee; and,
5. The District shall accept conveyance of title of the completed road system and shall include it as part of the District’s system(s), and shall thereafter operate and maintain said system(s) after developer has fulfilled all community impacts and funding commitments per the Development Agreement, and other related commitments to the District.

606.4 Environmental Review

Prior to approval of a Development Agreement by the District Board of Directors, the developer shall have completed all environmental reviews required by the county and such reviews shall be approved by the County Board of Supervisors.

606.5 Developer's Responsibilities after Conveyance

After District's acceptance of the road system, the developer and owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent that the developer and/or owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by the District from time to time as any other property owner, unless otherwise agreed to by District and developer and/or owner.

A. Successors and Assigns

The development agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and owners shall not assign any of their rights, duties or obligations under this agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

B. District Powers

Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent

jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.

C. Attorney Fees

Should any party deem it necessary to institute legal action to either compel performance of this Agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.

D. Termination

The Development Agreement shall terminate and be of no further force and effect at District's discretion if District determines that construction of the road system and/or other District-provided services has not commenced within twenty-four (24) months from the date of the Development Agreement, and developer has not submitted the plans and specifications for reacceptance, as provided herein. Termination may also occur if the developer has not mitigated impacts identified in the SAMP, CEQA documents, county Conditions of Approval, or other obligations required by the agreement or amendments thereto.

606.6 Variances to the Agreement

Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager, to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of, the General Manager, to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District staff.

607 DEVELOPMENT IMPROVEMENT STANDARDS

607.1 General

To provide a uniform and consistent method of regulating and guiding the design and preparation of plans for road facilities and to insure proper installation of all private works involving road encroachments, Standard Design Specifications, including Standard Details, shall be maintained by the District.

607.2 Purpose

The purpose of the Improvement Standards is to provide standards to be applied to road improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public.

607.3 Departure from District Standards

The District recognizes that it is not possible to anticipate all situations that may arise or to prescribe standards applicable to every situation. Therefore, any items or situations not included in the Standard Design Specifications shall be designed and/or constructed in accordance with accepted engineering practice, the State of California "Standard Specifications" or other approved designed standard (e.g., American Water Works Association) and as required by the District Engineer or General Manager.

607.4 Amending Standards

From time to time, changes need to be made to the Standard Design Specifications. These changes may be driven by changes in regulations or by improvements in design practices. The District Engineer shall present the proposed changes to the Standard Design Specifications to the General Manager for his/her review and consideration.

607.5 Availability of Standards

Copies of the current Standard Design Specifications shall be available at the District office and shall be available to interested parties upon request and payment of the cost of producing the requested copy.

608 PROJECT APPROVAL

608.1 Board to Approve Plans

Whenever an extension of the road system is proposed to provide service to one or more lots, parcels, or units (consisting of 4 or less lot units or less than 7,200 sq. ft. for commercial development within the SCCSD, the plans and specifications for said proposed road facilities shall be approved by the General Manager or District Engineer. Whenever an extension of the road system is proposed to provide access to areas proposed to be annexed to the District, the plans and specifications shall not be approved until the proceedings for annexation have been completed and the annexation has been ordered by the District.

For a subdivision or large commercial development, that does not require annexation, the Board of Directors shall approve all major milestones within the development process, as defined herein, including the SAMP and environmental documentation. The Board shall also approve annexation of subdivisions into the District, as allowed by law.