



## COPPER VALLEY COMMUNITY SERVICES DISTRICT

1000 Saddle Creek Drive  
Copperopolis, CA 95228  
(209) 785-0100 – saddlecreekcsd.org

## DIRECTORS

Roger Golden, President  
Larry Hoffman, Vice President  
Ken Albertson  
Darlene DeBaldo  
Don Kurtz

### BOARD OF DIRECTORS REGULAR MEETING AGENDA

February 18, 2020, 2:00 PM

#### Copper Valley Lodge

1001 Saddle Creek Drive, Copperopolis, CA

#### 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 January 2020.
- b) Approval of the minutes from the Regular Board Meeting held January 21, 2020.

#### 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) Adoption of a Resolution Approving an Employment Agreement with Peter Kampa for the Position of General Manager
- b) Consideration of District Authority, Role and Responsibility Regarding Management of Property Deed Restrictions Related to Wildlife Habitat Easements
- c) Adoption of a Resolution Approving an Interim Operating and Cost Sharing Agreement with CV Saddle Creek, LLC, CV Saddle Creek Holdings, LLC and Saddle Creek Golf Club, LLC Regarding the Roles, Responsibilities, Obligations and Commitments Related to Roads, Common Areas, Equipment and Property Sharing
- d) Discussion on Road Maintenance and Financing (DeBaldo)
- e) Report and Discussion on Median Landscape and Irrigation Renovation at the Front Entrance
- f) Discussion of Board Expectations Regarding the Extent of Maintenance of Amenities Such as Sidewalks, Split Rail Fence, Front Gate Pergolas, Stormwater System and Other Infrastructure
- g) Discussion of the District's Policy Regarding the Preparation and Content of Board Meeting Minutes

#### 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. 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 CVCS District 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***  
*January 31, 2020*

**Copper Valley Community Services District  
Treasurer's Report  
January 2020**

**Statement of Cash Flows**

For the 7 Months Ending January 31, 2020

	Umpqua Bank Checking	Calaveras Co Fund 2188	LAIF	YTD Total
<b>Net Income</b>	<b>(415,003)</b>	-	<b>1,880</b>	<b>(413,123)</b>
<b>OPERATING ACTIVITIES</b>				
Adjustments to reconcile Net Income to Net Cash used in Operations:				
1200 Accounts Receivable	637			637
2000 Accounts Payable	(4,027)			(4,027)
2050 Umpqua CSDA Visa	12,195			12,195
2100 Payroll Taxes Payable	552			552
2110 Garnishments Payable	-			-
2150 Accrued Payroll	1,209			1,209
2200 Sales Tax Payable	-			-
<b>Net cash used in operating activities</b>	<b>(404,437)</b>	-	<b>1,880</b>	<b>(402,557)</b>
<b>FINANCING ACTIVITIES</b>				
2500 Lease Payable - John Deere	-			-
<b>Net cash decrease for period</b>	<b>(404,437)</b>	-	<b>1,880</b>	<b>(402,557)</b>
<b>Cash at beginning of period (7/1/2019)</b>	<b>635,836</b>	<b>26</b>	<b>102,149</b>	<b>738,011</b>
<b>Cash at end of period</b>	<b>231,399</b>	<b>26</b>	<b>104,029</b>	<b>335,454</b>

**Copper Valley Community Services District  
Treasurer's Report  
January 2020**

**Cash Flow Projection**

FY 2019-20								
Jan-2020	Feb-2020	Mar-2020	Apr-2020	May-2020	Jun-2020	Jul-2020	Aug-2020	Sep-2020

**REGULAR CHECKING**

Beginning Checking Account Balance	\$	306,018	\$	231,399	\$	850,840	\$	787,489	\$	724,138	\$	1,158,563	\$	1,095,212	\$	1,031,861	\$	1,030,731		
Deposits																				
Assessments				\$		684,443				\$		497,777				\$		62,222		
Other Income	\$	1,765																		
<b>Disbursements</b>																				
Paychecks	\$	23,967	\$	21,000	\$	21,000	\$	21,000	\$	21,000	\$	21,000	\$	21,000	\$	21,000	\$	21,000	\$	21,000
Payroll Taxes	\$	9,788	\$	8,200	\$	8,200	\$	8,200	\$	8,200	\$	8,200	\$	8,200	\$	8,200	\$	8,200	\$	8,200
Checks Written																				
Other Operating & Admin Costs	\$	17,688	\$	14,000	\$	14,000	\$	14,000	\$	14,000	\$	14,000	\$	14,000	\$	14,000	\$	14,000	\$	14,000
Bonuses - IRA payments																				
Property Liability Insurance	\$	-																		
Worker's Comp Insurance	\$	-																		
Lease payments	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051	\$	1,051
Capital Outlay	\$	-																		
Projects Costs																				
ORR Design	\$	-																		
Willdan	\$	8,718																		
NBS	\$	1,089																		
SDFA (Road Construction Loan)	\$	-																		
Human Resource Practioners	\$	1,475	\$	1,650																
Credit Card Payments	\$	10,274	\$	17,000	\$	17,000	\$	17,000	\$	17,000	\$	17,000	\$	17,000	\$	17,000	\$	17,000	\$	17,000
ACS Debits - (Utilities, Lease Pymts,P/R processing)	\$	2,335	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100
<b>Total Disbursements</b>	\$	<b>76,384</b>	\$	<b>65,001</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>	\$	<b>63,351</b>
<b>Ending Checking Account Balance</b>	\$	<b>231,399</b>	\$	<b>850,840</b>	\$	<b>787,489</b>	\$	<b>724,138</b>	\$	<b>1,158,563</b>	\$	<b>1,095,212</b>	\$	<b>1,031,861</b>	\$	<b>1,030,731</b>	\$	<b>967,380</b>		
check	\$	-																		
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 January 31, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Umpqua Bank Checking	231,399
1020 Cash - Fund 2188	26
1040 Local Agency Investment Fund (LAIF)	104,029
<b>Total Bank Accounts</b>	<b>\$335,454</b>
Accounts Receivable	
1200 Accounts Receivable	2,500
<b>Total Accounts Receivable</b>	<b>\$2,500</b>
Other Current Assets	
1300 A/R CLEARING	50
<b>Total Other Current Assets</b>	<b>\$50</b>
<b>Total Current Assets</b>	<b>\$338,004</b>
Fixed Assets	
1500 Capital Assets	
1501 Equipment	397,708
1503 Roads	2,360,462
1504 Easements	10,344,000
1505 Buildings	79,000
<b>Total 1500 Capital Assets</b>	<b>13,181,170</b>
1550 Construction in Progress	39,718
1600 Accumulated Depreciation	
1601 Equipment	-265,516
1603 Roads	-782,098
1605 Buildings	-22,120
<b>Total 1600 Accumulated Depreciation</b>	<b>-1,069,734</b>
<b>Total Fixed Assets</b>	<b>\$12,151,155</b>
<b>TOTAL ASSETS</b>	<b>\$12,489,159</b>

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	10,903
<b>Total Accounts Payable</b>	<b>\$10,903</b>
Credit Cards	
2050 Umpqua CSDA Visa	19,923
<b>Total Credit Cards</b>	<b>\$19,923</b>
Other Current Liabilities	
2100 Payroll Taxes Payable	1,689
2150 Accrued Payroll	14,235
2200 Sales Tax Payable	0
<b>Total Other Current Liabilities</b>	<b>\$15,925</b>
<b>Total Current Liabilities</b>	<b>\$46,751</b>
Long-Term Liabilities	
2500 Lease Payable - John Deere	97,387
2600 Series 2018 Installment Sale	700,000
<b>Total Long-Term Liabilities</b>	<b>\$797,387</b>
<b>Total Liabilities</b>	<b>\$844,138</b>
Equity	
3800 Developer Capital Contributions	12,198,796
3900 Fund Balance	-140,651
Net Income	-413,123
<b>Total Equity</b>	<b>\$11,645,022</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$12,489,159</b>

COPPER VALLEY COMMUNITY SERVICES DISTRICT  
 FY 2019-20 MONTHLY BUDGET REPORT ANALYSIS

Jan 2020

		ACTUALS			BUDGET		
		Last Year July-Jan	This Year July-Jan	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
<b>EXPENDITURES</b>							
<b>SERVICES AND SUPPLIES</b>							
<b>ADMINISTRATION</b>							
OE01	Audit Expense	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000	100%
OE02	Finance Expenses	\$ 298	\$ 271	\$ (27)	\$ 500	\$ 229	46%
OE02-1	Parcel Tax Implementation	\$ 3,265	\$ -	\$ (3,265)	\$ 5,500	\$ 5,500	100%
OE03	Advertising	\$ 378	\$ 365	\$ (13)	\$ 500	\$ 135	27%
OE04	Legal Expenses	\$ 1,500	\$ 225	\$ (1,275)	\$ 1,900	\$ 1,675	88%
OE05	Management Fees	\$ 45,710	\$ 41,735	\$ (3,975)	\$ 77,000	\$ 35,265	46%
OE06	Insurance (Property Loss/Liability)	\$ -	\$ -	\$ -	\$ 10,700	\$ 10,700	100%
OE07	Miscellaneous/Contingency	\$ 3,152	\$ 1,667	\$ (1,484)	\$ 4,000	\$ 2,333	58%
OE08	Professional Development (Travel/Training)	\$ 6,189	\$ 6,419	\$ 230	\$ 12,300	\$ 5,881	48%
OE09	Dues, Certifications & Subscriptions	\$ 3,980	\$ 4,640	\$ 659	\$ 5,400	\$ 760	14%
OE10	Uniform Expenses	\$ 2,732	\$ 3,613	\$ 881	\$ 3,800	\$ 187	5%
OE11	Electric Power/Water/Sewer	\$ 7,409	\$ 2,202	\$ (5,207)	\$ 13,100	\$ 10,898	83%
OE12	Telephone/Internet Service	\$ 4,215	\$ 2,846	\$ (1,368)	\$ 7,100	\$ 4,254	60%
OE14	Office Supplies/Postage	\$ 3,771	\$ 3,697	\$ (74)	\$ 5,800	\$ 2,103	36%
OE15	Office Equipment Repair/Replacement	\$ 3,497	\$ 1,680	\$ (1,817)	\$ 7,900	\$ 6,220	79%
OE21	Office Equipment Lease	\$ 1,531	\$ 1,388	\$ (143)	\$ 2,700	\$ 1,312	49%
OE26	County Fees/LAFCO	\$ 5,602	\$ -	\$ (5,602)	\$ 7,100	\$ 7,100	100%
OE29	Accounting Services	\$ -	\$ 14,778	\$ -	\$ 21,600	\$ 6,822	32%
OE30	Reimbursable Maint/Repair Expense	\$ -	\$ -	\$ -	\$ 900	\$ 900	100%
OE41	HR Consultant	\$ 4,900	\$ 5,625	\$ 725	\$ 6,000	\$ 375	6%
PE03-1	Payroll Taxes - Administration	\$ 7,832	\$ 3,813	\$ (4,019)	\$ -	\$ -	-
PE06-1	Employee Wages - Administration	\$ 97,014	\$ 40,803	\$ (56,210)	\$ -	\$ -	-
	<b>Total Administration</b>	\$ 202,974	\$ 135,767	\$ (67,207)	\$ 201,800	\$ 110,649	55%
<b>COMMON AREAS</b>				\$ -	\$ -	\$ -	
OE16	Gate Maintenance & Opener Purchase	\$ 14,051	\$ 7,076	\$ (6,975)	\$ 23,000	\$ 15,924	69%
OE17	Streets/Sidewalks/Lighting Maint & Repair	\$ 16,507	\$ 11,283	\$ (5,224)	\$ 24,800	\$ 13,517	55%
OE17-2	Storm Drains	\$ 2,182	\$ -	\$ (2,182)	\$ -	\$ -	-
PE03-5	Payroll Taxes - Streets	\$ 740	\$ -	\$ (740)	\$ -	\$ -	-
PE06 -5	Employee Wages - Streets	\$ 9,426	\$ -	\$ (9,426)	\$ -	\$ -	-
OE18-1	Landscape Supplies & Repairs	\$ 29,105	\$ 26,421	\$ (2,684)	\$ 37,400	\$ 10,979	29%
OE18-3	Landscape Equipment Gas & Oil	\$ 4,935	\$ 7,490	\$ 2,555	\$ 12,500	\$ 5,010	40%
OE18-4	Landscape Equipment Repair/Replacement	\$ 12,112	\$ 14,099	\$ 1,986	\$ 28,400	\$ 14,301	50%
PE03-2	Payroll Taxes - Common Areas	\$ 8,240	\$ 10,640	\$ 2,400	\$ -	\$ -	-
PE06 -2	Employee Wages - Common Areas	\$ 98,697	\$ 132,630	\$ 33,933	\$ -	\$ -	-
	<b>Total Common Areas</b>	\$ 195,996	\$ 209,639	\$ 13,642	\$ 126,100	\$ 59,732	47%

COPPER VALLEY COMMUNITY SERVICES DISTRICT  
 FY 2019-20 MONTHLY BUDGET REPORT ANALYSIS

Jan 2020

		ACTUALS			BUDGET		
		Last Year July-Jan	This Year July-Jan	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
<b>EXPENDITURES</b>							
<b>MOSQUITO ABATEMENT</b>				\$ -			
OE22-1	Mosquito Control Products	\$ 7,737	\$ 14,896	\$ 7,159	\$ 19,000	\$ 4,104	22%
OE22-2	Mosquito Abatement Monitoring & Testing	\$ 877	\$ 1,848	\$ 971	\$ 4,000	\$ 2,152	54%
OE22-3	Mosquito Abatement Vehicles Gas & Oil	\$ 6,309	\$ 4,674	\$ (1,635)	\$ 18,600	\$ 13,926	75%
OE22-4	Mosquito Abatement Equipment Maintenance	\$ 4,902	\$ 6,132	\$ 1,229	\$ 8,000	\$ 1,868	23%
PE03-4	Payroll Taxes - Mosquito Abatement	\$ 302	\$ 760	\$ 458			
PE06-4	Employee Wages - Mosquito Abatement	\$ 3,799	\$ 10,084	\$ 6,286			
PE03-6	Payroll Taxes - Wetlands	\$ -	\$ 218	\$ 218			
PE06-6	Employee Wages - Wetlands	\$ -	\$ 2,854	\$ 2,854			
	<b>Total Mosquito Abatement</b>	\$ 23,925	\$ 41,466	\$ 17,541	\$ 49,600	\$ 22,051	44%
	<i>Less: Distributed Payroll to Service Areas</i>	\$ (226,049)	\$ (201,803)	\$ 24,246			
	<b>TOTAL SERVICES &amp; SUPPLIES</b>	\$ 196,847	\$ 185,069	\$ (11,778)	\$ 377,500	\$ 192,431	51%
<b>PERSONNEL COSTS</b>				\$ -		\$ -	
PE01	Worker Compensation Insurance	\$ 561	\$ 248	\$ (313)	\$ 17,600	\$ 17,352	99%
PE02	Health Insurance	\$ 28,507	\$ 39,480	\$ 10,973	\$ 75,900	\$ 36,420	48%
PE03	Payroll Taxes	\$ 19,965	\$ 15,432	\$ (4,533)	\$ 27,600	\$ 12,168	44%
PE04	Processing Fees	\$ 1,019	\$ 1,007	\$ (12)	\$ 1,800	\$ 793	44%
PE05	Directors Stipend	\$ 6,500	\$ 5,400	\$ (1,100)	\$ 6,000	\$ 600	10%
PE06	Employee Wages	\$ 207,509	\$ 186,371	\$ (21,138)	\$ 344,800	\$ 158,429	46%
	<b>TOTAL PERSONNEL COSTS</b>	\$ 264,061	\$ 247,938	\$ (16,123)	\$ 473,700	\$ 225,762	48%
<b>EQUIPMENT OUTLAY</b>				\$ -		\$ -	
	(1) Cart & (1) Fogger	\$ -	\$ -	\$ -			
CO04	Trailer/Spray Rig/Tractor		\$ -		\$ -	\$ -	#DIV/0!
CO09	Carport	\$ 9,080	\$ -			\$ -	#DIV/0!
CO10	Depreciation	\$ -					
CO04	Radar Unit			\$ -		\$ -	#DIV/0!
	<b>TOTAL EQUIPMENT OUTLAY</b>	\$ 9,080	\$ -	\$ (9,080)	\$ -	\$ -	#DIV/0!
<b>CAPITAL OUTLAY/STUDIES/ASSESEMENTS</b>				\$ -			
OE53-2	Landscape Design	\$ -	\$ 2,560	\$ 2,560	\$ -	\$ (2,560)	#DIV/0!
OE53-1	Landscape Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	
OE51-4	Road Improvement (1)	\$ 718,875	\$ -	\$ (718,875)	\$ 198,531	\$ 198,531	100%
OE51-1	Road Project Design/Mgmt (Willdan)	\$ 56,357	\$ 16,931	\$ (39,426)	\$ 35,035	\$ 18,103	52%
TBD	Office Building Paint				\$ 10,437		
TBD	Office Building Siding and Trim				\$ 12,000		
	<b>TOTAL STUDIES &amp; ASSESSMENTS</b>	\$ 775,232	\$ 19,491	\$ (755,741)	\$ 256,003	\$ 214,074	84%



COPPER VALLEY COMMUNITY SERVICES DISTRICT  
 FY 2019-20 MONTHLY BUDGET REPORT ANALYSIS

Jan 2020

	ACTUALS			BUDGET		
	Last Year July-Jan	This Year July-Jan	Variance Incl (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
<b>EXPENDITURES</b>						
<b>DEBT SERVICE</b>						
OE20	John Deere Financing	\$ 9,350	\$ 16,709	\$ 7,359	\$ 16,029	\$ (681) -4%
OE21	John Deere Financing				\$ 12,616	
OE20-01	Interest Expense	\$ -				
	Series 2018 Installment Sale		\$ -		\$ 83,745	
	<b>TOTAL DEBT SERVICE</b>	<b>\$ 9,350</b>	<b>\$ 16,709</b>	<b>\$ 7,359</b>	<b>\$ 112,389</b>	<b>\$ (681) -1%</b>
	<b>TOTAL EXPENSES</b>	<b>\$ 1,254,570</b>	<b>\$ 469,207</b>	<b>\$ (785,363)</b>	<b>\$ 1,219,592</b>	<b>\$ 631,587 52%</b>

**PAYMENTS AND ASSESSMENTS RECEIVED**

<u>Assessment Income</u>						
	Pymt No. 3: (5%) Aug 2019 (FY19)	\$ 46,249	\$ 51,560	\$ 5,311	\$ 62,222	\$ 10,662
	Pymt No. 1: (55%) Feb 2020 (FY20)	\$ 567,157	\$ -	\$ (567,157)	\$ 684,443	\$ 684,443
	Pymt No. 2: (40%) May 2020 (FY20)	\$ -	\$ -	\$ -	\$ 497,777	\$ 497,777
	Total Assessment Income	<b>\$ 613,406</b>	<b>\$ 51,560</b>	<b>\$ (561,846)</b>	<b>\$ 1,244,442</b>	<b>\$ 1,192,882</b>
<u>Reimbursement Income</u>						
	Total Reimbursement Income			\$ -		\$ -
				\$ -	\$ 1,000	\$ 1,000
<u>Other Income</u>						
IN03	Weed Abatement	\$ 12,525	\$ 175			
IN05	Investment Interest	\$ 1,668	\$ 1,880		\$ 2,900	
IN30	Exp Reimbursement Income	\$ 84	\$ 120			
IN41	Gate Opener Income	\$ 450	\$ 930		\$ 700	
IN59	Rebates	\$ 1,057	\$ 1,420		\$ 1,300	
	Total Other Income	<b>\$ 15,784</b>	<b>\$ 4,525</b>	<b>\$ (11,259)</b>	<b>\$ 15,800</b>	<b>\$ 11,275</b>
	<b>TOTAL PAYMENTS &amp; ASSESSMENTS</b>	<b>\$ 629,190</b>	<b>\$ 56,085</b>	<b>\$ (573,106)</b>	<b>\$ 1,266,142</b>	<b>\$ 1,205,157</b>
	<b>Net Income</b>	<b>\$ (625,380)</b>	<b>\$ (413,123)</b>	<b>\$ 212,257</b>	<b>\$ 46,550</b>	<b>\$ 459,672</b>
<u>Other Financing Sources &amp; Uses</u>						
	Budget Balance		<b>\$ (413,123)</b>		<b>\$ -</b>	

# Copper Valley Community Services District

## TRANSACTION REPORT

January 2020

DATE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Umpqua Bank Checking				
Beginning Balance				
01/01/2020	2546	Kampa Community Solutions, LLC	Managerial Services	-5,962.18
01/02/2020		John Deere Financial	Tractor Payment	-1,335.71
01/02/2020		John Deere Financial	Tractor Payment	-1,051.30
01/03/2020	DD	Ralph M. McGeorge	Pay Period: 12/16/2019-12/31/2019	-2,016.66
01/03/2020	DD	MICHAEL S STROMBERG	Pay Period: 12/16/2019-12/31/2019	-1,374.66
01/03/2020	DD	DAMON H WAITE	Pay Period: 12/16/2019-12/31/2019	-1,340.29
01/03/2020	2551	CHRIS JACOBS	Pay Period: 12/16/2019-12/31/2019	-1,388.77
01/03/2020	DD	Gregory Hebard	Direct Deposit 2	-100.00
01/03/2020		Intuit Full Service Payroll	Payroll Processing Fee	-147.00
01/03/2020	DD	NICOLE D MC CUTCHEN	Pay Period: 12/16/2019-12/31/2019	-1,027.88
01/03/2020	DD	KYLE W CEARLEY	Pay Period: 12/16/2019-12/31/2019	-1,401.76
01/03/2020	DD	BRADLEY S KURTZER	Pay Period: 12/16/2019-12/31/2019	-402.31
01/03/2020	DD	Gregory Hebard	Pay Period: 12/16/2019-12/31/2019	-2,463.05
01/06/2020		SDU Child Support	Garnishment	-103.00
01/08/2020		CA EDD	Tax Payment for Period: 01/01/2020-01/03/2020	-646.58
01/08/2020		IRS	Tax Payment for Period: 12/28/2019-12/31/2019	-859.54
01/08/2020		IRS	Tax Payment for Period: 01/01/2020-01/03/2020	-3,595.60
01/08/2020		CA EDD	Tax Payment for Period: 12/28/2019-12/31/2019	-54.00
01/16/2020				345.00
01/16/2020	2597	Human Resources Practitioners	Invoice #124 ID#325368174	-1,475.00
01/17/2020	DD	DAMON H WAITE	Pay Period: 01/01/2020-01/15/2020	-1,238.08
01/17/2020	2553	CHRIS JACOBS	Pay Period: 01/01/2020-01/15/2020	-1,160.96
01/17/2020	DD	Gregory Hebard	Direct Deposit 2	-100.00
01/17/2020		MICHAEL S STROMBERG	Pay Period: 01/16/2020-01/31/2020	-658.33
01/17/2020		SDU Child Support	Garnishment	-103.00
01/17/2020	DD	MICHAEL S STROMBERG	Pay Period: 01/01/2020-01/15/2020	-1,117.74
01/17/2020	DD	KYLE W CEARLEY	Pay Period: 01/01/2020-01/15/2020	-1,294.95
01/17/2020	DD	Gregory Hebard	Pay Period: 01/01/2020-01/15/2020	-2,463.07
01/17/2020	DD	BRADLEY S KURTZER	Pay Period: 01/01/2020-01/15/2020	-670.51
01/17/2020	DD	NICOLE D MC CUTCHEN	Pay Period: 01/01/2020-01/15/2020	-1,731.05
01/17/2020	DD	Ralph M. McGeorge	Pay Period: 01/01/2020-01/15/2020	-2,016.67
01/21/2020	2586	Co Occupational Medical Partners	Invoice #00045835-00	-105.00
01/21/2020	2585	Heluna Health	Invoice #1093023	-57.00
01/21/2020	2588	Turf Star, Inc.	Invoice #'s 7099049-00 & 7097577-00	-136.01
01/21/2020	2589	Aaronson, Dickerson etal	Invoice #1219218-SADDLECR 0	-225.00
01/21/2020	2590	SDRMA-Health Ins.	Invoice #31550 February 2020	-5,186.70
01/21/2020	2591	Stockton Powersports	Ticket #95647079	-775.76
01/21/2020	2592	Warmerdam CPA Group	Invoice #16686	-1,800.00
01/21/2020	2593	VALLEY ENTRY SYSTEMS, INC.	Invoice #33687	-325.00
01/21/2020	2594	Cal Chamber	CID 867784	-183.91
01/21/2020	2598	Willdan	#00330540 #00331296 #00331297	-8,718.11
01/21/2020		CA EDD	Tax Payment for Period: 10/01/2019-12/31/2019	-86.40
01/21/2020	2587	Waters Plumbing Heating & Air	Voided - Invoice #63071	0.00
01/23/2020		IRS	Tax Payment for Period: 01/15/2020-01/17/2020	-3,867.99

DATE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
01/23/2020		CA EDD	Tax Payment for Period: 01/15/2020-01/17/2020	-677.73
01/27/2020		Umpqua Bank Commerical CC	Umpqua CSDA Visa	-10,274.21
01/28/2020		PG&E - 7193	Utilities	-501.37
01/30/2020				1,419.59
01/31/2020		USBank Equipment Finance	Copier Lease Payment	-144.79
01/31/2020	2600	NBS	Tax Roll Fees 1/1/20 thru 3/31/20	-1,088.66
01/31/2020	2599	California Special Districts Association	2020 CSDA Membership Renewal	-2,931.00
<b>Total for Umpqua Bank Checking</b>				<b>\$ -74,619.70</b>
<b>TOTAL</b>				<b>\$ -74,619.70</b>

Copper Valley Community Services District  
1000 Umpqua Bank Checking, Period Ending 01/31/2020

**RECONCILIATION REPORT**

Reconciled on: 02/13/2020

Reconciled by: Ever Ventura

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

**Summary**

USD

Statement beginning balance.....	305,213.61
Checks and payments cleared (48).....	-75,025.86
Deposits and other credits cleared (3).....	1,764.59
Statement ending balance.....	<u>231,952.34</u>
Uncleared transactions as of 01/31/2020.....	-6,515.96
Register balance as of 01/31/2020.....	231,398.56
Cleared transactions after 01/31/2020.....	-5,962.18
Uncleared transactions after 01/31/2020.....	-29,346.56
Register balance as of 02/13/2020.....	196,089.82

**Details**

Checks and payments cleared (48)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/31/2019	Check	2580	Darlene DeBaldo	-993.18
12/31/2019	Check	2581	ROGER K GOLDEN	-1,096.20
12/31/2019	Check	2583	DONALD P KURTZ	-913.50
12/31/2019	Check	2584	LAWRENCE D HOFFMAN	-1,074.53
12/31/2019	Check	2596	KENNETH R ALBERTSON	-822.15
01/02/2020	Expense		John Deere Financial	-1,051.30
01/02/2020	Expense		John Deere Financial	-1,335.71
01/03/2020	Check	DD	Gregory Hebard	-100.00
01/03/2020	Expense		Intuit Full Service Payroll	-147.00
01/03/2020	Check	DD	DAMON H WAITE	-1,340.29
01/03/2020	Check	DD	MICHAEL S STROMBERG	-1,374.66
01/03/2020	Check	DD	Ralph M. McGeorge	-2,016.66
01/03/2020	Check	DD	KYLE W CEARLEY	-1,401.76
01/03/2020	Check	DD	Gregory Hebard	-2,463.05
01/03/2020	Check	2551	CHRIS JACOBS	-1,388.77
01/03/2020	Check	DD	BRADLEY S KURTZER	-402.31
01/03/2020	Check	DD	NICOLE D MC CUTCHEN	-1,027.88
01/06/2020	Expense		SDU Child Support	-103.00
01/08/2020	Check		IRS	-859.54
01/08/2020	Check		IRS	-3,595.60
01/08/2020	Check		CA EDD	-646.58
01/08/2020	Check		CA EDD	-54.00
01/17/2020	Check	DD	Gregory Hebard	-2,463.07
01/17/2020	Expense		SDU Child Support	-103.00
01/17/2020	Check	DD	DAMON H WAITE	-1,238.08
01/17/2020	Check	DD	MICHAEL S STROMBERG	-1,117.74
01/17/2020	Check	DD	Ralph M. McGeorge	-2,016.67
01/17/2020	Check	DD	NICOLE D MC CUTCHEN	-1,731.05
01/17/2020	Check	DD	BRADLEY S KURTZER	-670.51
01/17/2020	Check	2553	CHRIS JACOBS	-1,160.96
01/17/2020	Check	DD	Gregory Hebard	-100.00
01/17/2020	Check	DD	KYLE W CEARLEY	-1,294.95
01/21/2020	Bill Payment	2590	SDRMA-Health Ins.	-5,186.70
01/21/2020	Bill Payment	2593	VALLEY ENTRY SYSTEMS, I...	-325.00
01/21/2020	Bill Payment	2594	Cal Chamber	-183.91
01/21/2020	Bill Payment	2598	Willdan	-8,718.11
01/21/2020	Bill Payment	2592	Warmerdam CPA Group	-1,800.00
01/21/2020	Bill Payment	2591	Stockton Powersports	-775.76
01/21/2020	Bill Payment	2589	Aaronson, Dickerson etal	-225.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/21/2020	Bill Payment	2588	Turf Star, Inc.	-136.01
01/21/2020	Bill Payment	2585	Heluna Health	-57.00
01/21/2020	Check		CA EDD	-86.40
01/23/2020	Check		IRS	-3,867.99
01/23/2020	Check		CA EDD	-677.73
01/27/2020	Expense		Umpqua Bank Commerical CC	-10,274.21
01/28/2020	Expense		PG&E - 7193	-501.37
01/31/2020	Expense		USBank Equipment Finance	-144.79
02/01/2020	Bill Payment	2595	Kampa Community Solutions, ...	-5,962.18
<b>Total</b>				<b>-75,025.86</b>

## Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/16/2020	Deposit			345.00
01/21/2020	Bill Payment	2587	Waters Plumbing Heating & Air	0.00
01/30/2020	Deposit			1,419.59
<b>Total</b>				<b>1,764.59</b>

**Additional Information**

## Uncleared checks and payments as of 01/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/01/2018	Check	2374	BRADLEY D NICKELL	-257.97
01/16/2020	Bill Payment	2597	Human Resources Practitioners	-1,475.00
01/17/2020	Check		MICHAEL S STROMBERG	-658.33
01/21/2020	Bill Payment	2586	Co Occupational Medical Part...	-105.00
01/31/2020	Bill Payment	2600	NBS	-1,088.66
01/31/2020	Bill Payment	2599	California Special Districts As...	-2,931.00
<b>Total</b>				<b>-6,515.96</b>

## Uncleared checks and payments after 01/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/05/2020	Check	DD	Gregory Hebard	-100.00
02/05/2020	Check	DD	CHRIS JACOBS	-1,388.76
02/05/2020	Check	DD	BRADLEY S KURTZER	-670.51
02/05/2020	Check	DD	NICOLE D MC CUTCHEN	-815.88
02/05/2020	Check	DD	Ralph M. McGeorge	-2,016.59
02/05/2020	Check	DD	GABRIEL R THOMAS	-1,059.28
02/05/2020	Check	DD	Gregory Hebard	-2,462.98
02/05/2020	Check	DD	KYLE W CEARLEY	-1,375.06
02/05/2020	Check	DD	DAMON H WAITE	-1,340.28
02/12/2020	Check		IRS	-3,386.73
02/12/2020	Check		CA EDD	-605.08
02/18/2020	Bill Payment	2602	CNA Surety	-326.03
02/18/2020	Bill Payment	2601	Human Resources Practitioners	-1,650.00
02/18/2020	Bill Payment	2603	Co Occupational Medical Part...	-165.00
02/18/2020	Bill Payment	2604	Mo-Cal Office Solutions, Inc	-110.61
02/18/2020	Bill Payment	2605	VALLEY ENTRY SYSTEMS, I...	-999.57
02/18/2020	Bill Payment	2606	SDRMA-Health Ins.	-3,112.02
02/18/2020	Bill Payment	2607	Warmerdam CPA Group	-1,800.00
03/01/2020	Bill Payment	2608	Kampa Community Solutions, ...	-5,962.18
<b>Total</b>				<b>-29,346.56</b>

# Copper Valley Comm Srvs District

## CREDIT CARD - TRANSACTION DETAIL BY ACCOUNT

January 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
2000 Accounts Payable					
01/06/2020	Bill Payment (Credit Card)		Waters Plumbing Heating & Air		-653.00
<b>Total for 2000 Accounts Payable</b>					<b>\$ -653.00</b>
2050 Umpqua CSDA Visa					
01/01/2020	Expense		Intuit - QBO Online		49.00
01/01/2020	Expense		Ewing		1,240.15
01/03/2020	Expense		O'Reilly Auto Parts		172.13
01/03/2020	Expense		Verizon Wireless	Verizon telephone	111.78
01/05/2020	Expense		MVCAC		325.00
01/05/2020	Expense		California Waste Recovery Systems		75.58
01/06/2020	Expense		Alaska Air		208.00
01/06/2020	Expense		Copperopolis Cruisers 25		37.07
01/06/2020	Bill Payment (Credit Card)		Waters Plumbing Heating & Air		653.00
01/06/2020	Expense		Alaska Air		488.00
01/08/2020	Expense		Safe-T-Lite of Modesto Inc.		412.26
01/08/2020	Expense		AMCA (American Mosquito Control Assn)		435.00
01/08/2020	Expense		Harbor Freight Tools		224.93
01/10/2020	Expense		Microsoft Office	Microsoft 360 Subscription	12.50
01/10/2020	Expense		Norman's Nursery Inc		1,623.20
01/10/2020	Expense		711 Materials		1,265.55
01/12/2020	Expense		Lowe's		289.96
01/12/2020	Expense		Copper Station		100.62
01/13/2020	Expense		Aramark Uniform Service		299.70
01/16/2020	Expense		Calaveras Telephone Co.	Calaveras utilities	340.68
01/17/2020	Expense		Hunt & Sons, Inc.		1,004.21
01/19/2020	Expense		PDF Complete		49.97
01/22/2020	Expense	19982	Tees to Please		314.00
01/22/2020	Expense		Ewing		2,153.03
01/23/2020	Expense		Saddle Creek Country Club		26.86
01/23/2020	Expense		A.D. Williams Turf Sprayers		425.23
01/23/2020	Expense		Staples		34.31
01/23/2020	Expense		Staples		38.47
01/23/2020	Expense		Staples		95.04
01/23/2020	Expense		Lewis Port USA Racing		166.24
01/23/2020	Expense		Stockton Powersports		72.70
01/24/2020	Expense		Copper Auto & Marine		167.08
01/24/2020	Expense		Sunshine Hawaiian BBQ		30.05
01/24/2020	Expense		Lowe's		296.40
01/26/2020	Expense		AMCA (American Mosquito Control Assn)		435.00
01/26/2020	Expense		Norman's Nursery Inc		3,351.13
01/26/2020	Expense		Advantage Rent A Car		381.92
01/27/2020	Expense		Hyatt Regency		49.51
01/28/2020	Expense		Young's Copper Ace Hardware		1,664.03
01/28/2020	Expense		Royal Rooster		40.75
01/31/2020	Expense		Sacramento Intl Airport		50.00
01/31/2020	Expense		Hyatt Regency		713.17
<b>Total for 2050 Umpqua CSDA Visa</b>					<b>\$19,923.21</b>
TE TOTAL EXPENSES					
1SS SERVICES & SUPPLIES					
AE Administrative Expenses					

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
OE02 Finance Expenses					
01/01/2020	Expense		Intuit - QBO Online	Monthly QuickBooks Online Fee	49.00
<b>Total for OE02 Finance Expenses</b>					<b>\$49.00</b>
OE08 Professional Development					
01/05/2020	Expense		MVCAC	MVCAC 88th annual conference	325.00
01/06/2020	Expense		Copperopolis Cruisers 25	Fuel	37.07
01/06/2020	Expense		Alaska Air		488.00
01/06/2020	Expense		Alaska Air		208.00
01/08/2020	Expense		AMCA (American Mosquito Control Assn)	AMCA 86th annual meeting	435.00
01/12/2020	Expense		Copper Station		100.62
01/23/2020	Expense		Saddle Creek Country Club		26.86
01/24/2020	Expense		Sunshine Hawaiian BBQ		30.05
01/26/2020	Expense		AMCA (American Mosquito Control Assn)	AMCA 86th annual meeting	435.00
01/26/2020	Expense		Advantage Rent A Car		-200.00
01/26/2020	Expense		Advantage Rent A Car		581.92
01/27/2020	Expense		Hyatt Regency		48.96
01/27/2020	Expense		Hyatt Regency		0.55
01/28/2020	Expense		Royal Rooster		40.75
01/31/2020	Expense		Sacramento Intl Airport		50.00
01/31/2020	Expense		Hyatt Regency		713.17
<b>Total for OE08 Professional Development</b>					<b>\$3,320.95</b>
OE10 Uniform Expense					
01/22/2020	Expense	19982	Tees to Please		314.00
01/23/2020	Expense		Stockton Powersports		72.70
<b>Total for OE10 Uniform Expense</b>					<b>\$386.70</b>
OE12 Telephone					
01/03/2020	Expense		Verizon Wireless		111.78
01/16/2020	Expense		Calaveras Telephone Co.		340.68
<b>Total for OE12 Telephone</b>					<b>\$452.46</b>
OE14 Office Supplies/Postage					
01/10/2020	Expense		Microsoft Office		12.50
01/19/2020	Expense		PDF Complete	PDF Pro 10	49.97
<b>Total for OE14 Office Supplies/Postage</b>					<b>\$62.47</b>
<b>Total for AE Administrative Expenses</b>					<b>\$4,271.58</b>
OE Operational Expenses					
OE18 Common Areas					
OE17 Streets/Sidewalks/Lighting Maint & Repair					
01/08/2020	Expense		Safe-T-Lite of Modesto Inc.		412.26
01/10/2020	Expense		711 Materials		1,265.55
01/12/2020	Expense		Lowe's		289.96
01/23/2020	Expense		Lewis Port USA Racing		166.24
<b>Total for OE17 Streets/Sidewalks/Lighting Maint &amp; Repair</b>					<b>\$2,134.01</b>
OE18-1 Landscape Supplies					
01/01/2020	Expense		Ewing		1,240.15
01/05/2020	Expense		California Waste Recovery Systems		75.58
01/10/2020	Expense		Norman's Nursery Inc		1,623.20
01/22/2020	Expense		Ewing		2,153.03
01/24/2020	Expense		Lowe's		296.40
01/26/2020	Expense		Norman's Nursery Inc		3,351.13
01/28/2020	Expense		Young's Copper Ace Hardware		1,664.03
<b>Total for OE18-1 Landscape Supplies</b>					<b>\$10,403.52</b>
OE18-3 Landscape Equipment Gas & Oil					
01/17/2020	Expense		Hunt & Sons, Inc.		1,004.21
<b>Total for OE18-3 Landscape Equipment Gas &amp; Oil</b>					<b>\$1,004.21</b>
OE18-4 Landscape Equip Repair/Replace					

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
01/08/2020	Expense		Harbor Freight Tools		224.93
01/23/2020	Expense		A.D. Williams Turf Sprayers		425.23
<b>Total for OE18-4 Landscape Equip Repair/Replace</b>					<b>\$650.16</b>
<b>Total for OE18 Common Areas</b>					<b>\$14,191.90</b>
OE22 Mosquito Abatement Expense					
OE22-2 Mosquito Abatement Monitor/Test					
01/13/2020	Expense		Aramark Uniform Service		299.70
<b>Total for OE22-2 Mosquito Abatement Monitor/Test</b>					<b>\$299.70</b>
OE22-3 Mosquito Abate Vehicles Gas/Oil					
01/03/2020	Expense		O'Reilly Auto Parts		172.13
<b>Total for OE22-3 Mosquito Abate Vehicles Gas/Oil</b>					<b>\$172.13</b>
OE22-4 Mosquito Abatement Equip Maint					
01/24/2020	Expense		Copper Auto & Marine		167.08
<b>Total for OE22-4 Mosquito Abatement Equip Maint</b>					<b>\$167.08</b>
<b>Total for OE22 Mosquito Abatement Expense</b>					<b>\$638.91</b>
<b>Total for OE Operational Expenses</b>					<b>\$14,830.81</b>
<b>Total for 1SS SERVICES &amp; SUPPLIES</b>					<b>\$19,102.39</b>
4CIP CAPITAL IMPROVEMENT PROJECTS					
OE51 Road Improvement Project					
OE51-1 Road Project Assessment & Design-Willdan					
01/23/2020	Expense		Staples	Office Supplies	34.31
01/23/2020	Expense		Staples		95.04
01/23/2020	Expense		Staples	Office Supplies	38.47
<b>Total for OE51-1 Road Project Assessment &amp; Design-Willdan</b>					<b>\$167.82</b>
<b>Total for OE51 Road Improvement Project</b>					<b>\$167.82</b>
<b>Total for 4CIP CAPITAL IMPROVEMENT PROJECTS</b>					<b>\$167.82</b>
<b>Total for TE TOTAL EXPENSES</b>					<b>\$19,270.21</b>





**COPPER VALEY COMMUNITY SERVICES DISTRICT**

1000 Saddle Creek Drive  
Copperopolis, CA 95228  
(209) 785-0100 – coppervalleycsd.org

**DIRECTORS**

Roger Golden, President  
Larry Hoffman, Vice President  
Ken Albertson  
Darlene DeBaldo  
Don Kurtz

**BOARD OF DIRECTORS REGULAR MEETING MINUTES**

January 21, 2020

**Copper Valley Lodge**

1001 Saddle Creek Drive, Copperopolis, CA

1. **CALL TO ORDER** President Golden, Director DeBaldo, Director Hoffman, Director Kurtz, Director Albertson, General Manager Kampa, Board Clerk McCutchen, Site Manager Hebard
2. ROLL CALL
3. **PLEDGE OF ALLEGIANCE**
4. **CHANGES TO ORDER OF AGENDA** None
5. **PUBLIC COMMENT** Resident Chad Streur just moved to Copper Valley, he introduced himself to the Board.
6. **CONSENT CALENDAR**
  - a) Review of monthly financial report, approval of bills and claims for the month of December 2019.
  - b) Approval of the minutes from the Regular Board Meeting held December 17, 2019.  
Director Hoffman makes a motion to approve the consent calendar, Director Albertson seconds. Motion passes unanimously.
7. **DISCUSSION AND ACTION ITEMS**
  - a) Review and approval of the Management Objectives for 2020 (Albertson & Kurtz) Motion made by Director Hoffman to approve the Management Objectives for 2020, President Golden seconds. Motion passes unanimously.
  - b) Approval of the CVCSD 2020 Road Improvement Project and Authorize Advertising for Bids Motion made by Director Hoffman to approve the CVCSD 2020 Road Improvement Project and Authorize Advertising for Bid with minor modifications and clarifications, Director Albertson seconds. Motion passes unanimously.
  - c) Status of Implementation of the New Law Requiring the GM to be Classified as an Employee Versus Consultant (DeBaldo) The General Manger was directed to return at the next meeting with a draft employment agreement for approval by the Board
  - d) Appreciation Certificate for former President Darlene DeBaldo Appreciation Certificate was presented to former President from General Manger thanking her for her time served.
  - e) Review of comments from the residential survey and Related Action or Staff Direction (Kurtz)  
Director Kurtz went through the residential survey answers.
8. **STAFF AND DIRECTOR REPORTS**
  - a) General Managers Report
  - b) Site Managers Report
9. **CLOSED SESSION** Adjourned for Closed Session at 4:25  
**Conference with Real Property Negotiator - California Government Code Section 54956.8**

The Board will receive public comment on this agenda item, then convene into closed session to confer with its appointed negotiator, General Manager Peter J. Kampa to discuss price, terms and conditions of a potential real property transaction related to equipment ownership and use for joint benefit, sharing of utility costs, and the appropriate distribution of other operating costs between the District and CV Saddle Creek, LLC, CV Saddle Creek Holdings, LLC and Saddle Creek Golf Club, LLC
10. **ADJOURNMENT** the Meeting was adjourned at 4:26 PM



**BOARD MEETING AGENDA SUBMITTAL**

**TO: CVCS Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: February 18, 2020**

**SUBJECT: Item 7a) Adoption of a Resolution Approving an Employment Agreement with Peter Kampa for the Position of General Manager**

---

**RECOMMENDED ACTION**

Staff recommends the following action:

*I move to adopt a Resolution Approving an Employment Agreement with Peter Kampa for the Position of General Manager*

**BACKGROUND**

State Assembly Bill 5 was adopted by the legislature in 2019 and effective January 1, 2020; which changed the classification of certain consultants and contractors to employees of the District. General Manager Peter Kampa has served as General Manager as a consultant to the District under his LLC, rather than an employee. This new law changes the classification, therefore to continue serving the District, Kampa must be employed by the District

The Board has directed that the General Manager prepare an employment agreement to become an employee, at a salary where there is no significant impact to the District budget in total. Attached is an agreement prepared by District legal counsel, meeting the financial requests of the Board.

**ATTACHMENTS:**

None

**FINANCIAL IMPACT:**

None

GM Salary Calculation Versus Budget

Proposed Annual Salary	Soc. Sec.	Medicare	SUI/ETT	Total Est. Employer Taxes	Workers' Comp	TOTAL	TOTAL COST VARIANCE (OVER) UNDER 2019/20 BUDGET	SALARY VARIANCE (OVER) UNDER CURRENT CONSULTING PAYMENTS
70000	4,340	1,015	143	5,498	364	75,862	1,138	1,546
71000	4,402	1,030	144	5,576	369	76,945	55	546
72000	4,464	1,044	145	5,653	374	78,027	(1,027)	(454)
73000	4,526	1,059	146	5,731	380	79,110	(2,110)	(1,454)
74000	4,588	1,073	147	5,808	385	80,193	(3,193)	(2,454)
75000	4,650	1,088	148	5,886	390	81,276	(4,276)	(3,454)
76000	4,712	1,102	149	5,963	395	82,358	(5,358)	(4,454)
77000	4,774	1,117	150	6,041	400	83,441	(6,441)	(5,454)

**EMPLOYMENT AGREEMENT**  
**COPPER VALLEY COMMUNITY SERVICES DISTRICT**  
**GENERAL MANAGER**

This General Manager Employment Agreement (“Agreement”) entered into and effective this 21st day of January 2020 is made between Copper Valley Community Services District (“District”) and Peter Kampa (“Employee” or “General Manager”).

RECITALS

- A. WHEREAS the District wishes to engage the services of Employee as the General Manager of the District and to provide certain compensation and to establish certain conditions of employment of the General Manager;
- B. WHEREAS Employee desires to accept employment as General Manager under the terms and conditions contained in this contract;
- C. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

**SECTION 1. DUTIES**

- A. The District hereby employs Employee as the General Manager to perform all necessary executive functions and duties specified by the District.
- B. The General Manager position is a part-time, salaried, exempt position. Employee is expected to devote time during and outside normal office hours to business of the District. The District acknowledges that Employee has other employment as the General Manager of Groveland Community Services District. Except for his employment with Groveland Community Services District, Employee shall not become employed by any other employer during the term of this Agreement, except upon written approval of the District.
- C. Employee shall not engage in any activity that is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

**SECTION 2 TERM**

- A. The term of this Agreement shall be five (5) years commencing on March 1, 2020 and continuing to December 31, 2024, subject to the termination, severance and resignation provisions set forth in this Agreement.
- B. The parties understand that the General Manager’s employment is at the will of the District. Nothing in this Agreement shall prevent, limit or otherwise interfere with the Employee or the District’s right to terminate employment at any time in accordance with Section 4 of the Agreement.

### SECTION 3 COMPENSATION AND BENEFITS

A. **Salary.** District agrees to pay the General Manager for his services an annual base salary of Seventy-Two Thousand Dollars (\$72,000.00) payable in twenty-four equal bi-weekly installments (two payments per month).

B. **Annual Performance Review.** The Board of Directors of the District shall annually review the performance of the General Manager. As part of the General Manager's annual review, the District shall also review and set the level compensation and benefits payable to the General Manager, based on performance, and establish new goals and objectives as appropriate. Any change in salary approved by the Board after annual review shall automatically amend the Salary amount specified in Section 3A, above.

C. **Benefits.** General Manager shall receive no benefits from this position, such as but not limited to life insurance, medical insurance, dental insurance, and vision insurance. The General Manager will not be eligible to accrue vacation, administrative, personal leave; be eligible for holiday pay; and shall not receive employer contributions to retirement system.

D. **Sick Leave.** The General Manager shall receive sick leave in accordance with District policy.

### SECTION 4 TERMINATION OF EMPLOYMENT

A. **At Will Employee.** The General Manager serves at the pleasure of the District and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the District to terminate the services of the General Manager with or without cause. There is no express or implied promise made to the General Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the General Manager and the District.

B. **Termination by Mutual Agreement.** This Agreement may be terminated at any time where the District and the General Manager mutually agree on the terms of such termination.

C. **Termination Not For Cause.** In the exercise of its sole discretion, the District may terminate the General Manager for reason other than cause upon thirty (30) days' written notice. If terminated under this provision, the District shall pay severance pay to the General Manager in an amount equal to three (3) months' salary if termination occurs prior to the last three (3) months of the term of this Agreement. If the Agreement is terminated pursuant to this section during the last three (3) months of the term of this Agreement, the District shall pay the General Manager in an amount equal to the number of months remaining on the term of the Agreement.

D. **Resignation of the General Manager.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to resign at any time from his position with the District. The General Manager may terminate this Agreement by submitting

thirty (30) days' written notice of his intention to resign. If the General Manager resigns his employment, he shall not be entitled to any severance pay.

E. **Termination for Cause, or in the Event of Death.** Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of the General Manager or in the event the General Manager is terminated by the District for "cause" as defined below. In the event of such termination under this section, the District shall be under no obligation to the General Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination of employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of the General Manager:

- (1) As provided in Section 2924 of the California Labor Code, as the same shall be amended or replaced from time to time (willful breach of duty, etc.);
- (2) Persistent disregard of duties, including without limitation, failure to perform duties and failure to correct such disregard;
- (3) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the District;
- (4) Conviction of a felony or entry of a plea of *nolo contendere* to a felony offense;
- (5) Conviction of, or entry of a pleas of *nolo contendere* to any crime involving moral turpitude or dishonesty;
- (6) Breach of this Agreement;
- (7) If the Employee is insubordinate or is grossly negligent in performing his duties;
- (8) If the Employee violates any policies of the District that cause a substantial loss or damage or injury to the District's property or employees;
- (9) If the Employee habitually fails to report to work; or
- (10) If the Employee commits actions of fraud, embezzlement, bribery, or other similar serious acts in connection with Employee's employment with the District.

F. **Disability Termination.** If Employee shall, for whatever reason, become incapable of performing any of the essential functions of his position, even with reasonable accommodation by the District, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the General Manager position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of the District, Employee recognizes that granting a leave longer than the time period stated in this section may constitute

an undue hardship on the District. In accordance with applicable law, any request for leave that constitutes an undue hardship to the District shall be grounds for termination of this Agreement.

#### SECTION 5 PROFESSIONAL GROWTH AND STANDING

A. The District encourages the continuing professional growth of the General Manager through his participation in such activities such as those conducted by or sponsored by the California Special Districts Association (CSDA). To that end, the District shall support the General Manager's application for CSDA Board membership and related activities. Participation in such activities shall be considered normal work days.

B. The District shall proportionally fund the General Manager's attendance, including registration, travel, meals, and related costs at industry functions and training activities, such as the CSDA annual conference, General Manager Summit, Legislative Action Days, and similar activities. These activities shall be coordinated with the District and costs reimbursed in accordance with applicable District policies and rules and regulations.

#### SECTION 6 GENERAL PROVISIONS

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

B. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the District and the General Manager with respect to the General Manager's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the District and reduced to a fully executed written document.

C. **Notices.** Any notices given pursuant to the terms of this contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(i) DISTRICT:

Board President  
Copper Valley Community Services District  
1000 Saddle Creek Drive  
Copperopolis, CA 95228

(ii) GENERAL MANAGER:

Peter Kampa  
176 Bradford St.  
PO Box 3221  
Sonora, CA 95370

(iii) COPY TO:

Kai Ruess

CVCS D General Counsel  
Aronson, Dickerson, Cohn & Lanzone  
1001 Laurel Street, Suite A  
San Carlos, CA 94070

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

D. **Waiver.** No waiver by either party hereto with respect to performance of any other provision of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

E. **Assignment.** This Agreement is not assignable by the District or the General Manager.

F. **Severability.** In the event that any provision of this Agreement has been finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS THEREOF, the District has caused this Agreement to be signed and executed on its behalf by the President of the Board of Directors. It has also been executed by the General Manager on the date first above written.

COPPER VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Board President

GENERAL MANAGER

By: \_\_\_\_\_  
Peter Kampa, General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kai Ruess, District Legal Counsel



**RESOLUTION \_\_, 2020**

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH PETER KAMPA  
FOR THE POSITION OF GENERAL MANAGER**

A. **WHEREAS** the District wishes to engage the services of Employee as the General Manager of the District and to provide certain compensation and to establish certain conditions of employment of the General Manager;

B. **WHEREAS** Employee desires to accept employment as General Manager under the terms and conditions contained in this contract;

**NOW, THEREFORE, BE IT RESOLVED** that the agreement with CV Properties et al is approved and effective February 18, 2020.

**PASSED AND ADOPTED** by the Board of Directors of the Saddle Creek Community Services District on February 18, 2020 by the following vote:.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

---

Roger Golden, President

---

Peter Kampa, Board Secretary

Board of Directors



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** CVCS District Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** February 18, 2020

**SUBJECT:** Item 7b) Consideration of District Authority, Role and Responsibility Regarding Management of Property Deed Restrictions Related to Wildlife Habitat Easements

---

### **RECOMMENDED ACTION**

Staff recommends the following action:

*No action required at this time*

### **BACKGROUND**

The District has in the past taken action to abandon certain wildlife easements when property conflicts have arisen. According to Local Agency Formation Commission (LAFCO) the District's responsibility with regard to Wildlife easements is limited to fire hazard reduction (weed abatement) and mosquito protection. According to District general legal counsel, the District may not have the legal authority to abandon such easements, as the county is the local land use authority.

The District's authority to abandon easements has come to light due to a resident request. This item is under legal review and may be resolved by next month's meeting.

### **ATTACHMENTS:**

None

### **FINANCIAL IMPACT:**

None



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** CVCS D Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** February 18, 2020

**SUBJECT:** Item c) Adoption of a Resolution Approving an Interim Operating and Cost Sharing Agreement with CV Saddle Creek, LLC, CV Saddle Creek Holdings, LLC and Saddle Creek Golf Club, LLC Regarding the Roles, Responsibilities, Obligations and Commitments Related to Roads, Common Areas, Equipment and Property Sharing

---

### **RECOMMENDED ACTION**

Staff recommends the following action:

**I move to approve the Resolution Approving an Interim Operating and Cost Sharing Agreement with CV Saddle Creek, LLC, CV Saddle Creek Holdings, LLC and Saddle Creek Golf Club, LLC Regarding the Roles, Responsibilities, Obligations and Commitments Related to Roads, Common Areas, Equipment and Property Sharing**

### **BACKGROUND**

For the last several months, the District has been negotiating an agreement to clarify and document many current and past understandings between the District and Castle & Cooke; and now V Properties. Attached hereto is the interim agreement, which set forth the roles and responsibilities in creating a final agreement to include a detailed map/exhibit that documents the dedications, actions and understandings of the District and project developer throughout history.

### **ATTACHMENTS:**

Draft Interim Agreement

### **FINANCIAL IMPACT:**

The cost of entering into this agreement will increase District expenses by up to \$50,000-\$75,000 annually for office property, water, electricity and other related costs.

## **INTERIM OPERATING AND COST SHARING AGREEMENT**

THIS INTERIM OPERATING AND COST SHARING AGREEMENT (“AGREEMENT”) is entered into on this 18th day of February, 2020 by and between the CV Saddle Creek, LLC, CV Saddle Creek Holdings, LLC and Saddle Creek Golf Club, LLC herein collectively referred to as “Owner”, and the Copper Valley Community Service District (formerly Saddle Creek Community Services District) herein referred to as “CSD”. The Owner and CSD may each be referred to herein individually as a “Party” and collectively as the “Parties”.

### **RECITALS**

**A.** WHEREAS, Owner is the legal owner of certain real property located in the development commonly known as the Copper Valley Resort located in Copperopolis, California. The ownership includes the existing 18-hole golf course, Clubhouse, Sports Center, certain undeveloped but improved lots, and undeveloped property within the boundaries of the approximately 890-acre Resort property collectively referred to herein as (the “Property”);

**B.** WHEREAS, the CSD was formed in 1995 pursuant to Resolution 95-03 by the Local Agency Formation Commission (“LAFCO”) of the County of Calaveras, State of California and Pursuant to sections 56000 and 61000 et seq. of the California Government Code;

**C.** WHEREAS, the CSD has the authority to perform governmental services pursuant to California Government Code Section 61600 and other specific services that may be approved by the CSD Board of Directors, including but not limited to the maintenance of the access control gate, roads, street lights, and storm drains located within the Property and maintenance of landscaping and wetland easements within the portions of the Property not owned by Owner (“Common Areas”);

**D.** WHEREAS, the CSD and Owner enjoy a cooperative working relationship and have historically worked to jointly address the Property’s operational needs and costs;

**E.** WHEREAS, Owner and the CSD have not been able to identify survey maps or other instruments that would allow them to precisely define which areas of the Property are owned and/or to be maintained by the CSD;

**F.** WHEREAS, Owner and the CSD wish to engaging professional service providers to create a Site Map, which will accurately and permanently define the Parties’ respective ownership and maintenance rights and responsibilities throughout the Property;

**G.** WHEREAS, the Parties anticipate that, on or before December 31, 2020 and upon the creation and acceptance of the Site Map, the Parties will execute a formal Operating and Cost Sharing Agreement delineating the rights and responsibilities of the Parties and

incorporating the Site Map;

**H.** WHEREAS, in the interim, and while Owner and the CSD endeavor to create the Site Map, the Parties wish to document certain historical and present business and financial arrangements between the Parties for the ongoing operation of the Property;

**I.** WHEREAS, the Parties hereto have agreed in principle to certain provisions relating to the operations, duties, costs, equipment usage, utilities, water, stormwater management, wetland management and permitting, wildlife habitat, road and Common Area maintenance and previous costs paid on behalf of the CSD by the Owner; and

**J.** WHEREAS, the Parties intend to formalize, in writing and in greater detail following the creation of the Site Map, the general terms and conditions of their understanding regarding mutual, cooperative interests, with such future agreement(s) to require final approval of the CSD Board of Directors before such Agreement becomes in full force and effect.

## **AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

### **1. Term**

The Term of this Agreement shall be retroactive to August 1, 2019 and run through December 31, 2020. The Parties anticipate entering into an agreement which shall replace this Agreement prior to the expiration of the Term; however, should the Parties fail to enter such an agreement to succeed this Agreement, the Parties may extend the Term upon mutual agreement.

### **2. CSD office property/CCWD lease**

- a. The Owner pays an annual lease payment to the Calaveras County Water District (“CCWD”) to lease the approximately 7-acres of land where the CSD office facilities, maintenance facilities, and equipment storage is located which area is shared with the golf course maintenance building and equipment yard. The current lease with CCWD is being renegotiated but it is anticipated that it will be in the approximate amount of \$4,000.00 per year.
- b. It is hereby agreed that the Owner shall pay 60% and the CSD shall pay 40% of the annual lease.

### **3. Office Building and Equipment ownership**

- a. The Owner currently owns the portable office building trailer which the CSD occupies as its offices. The Owner hereby agrees to donate the office building trailer to the CSD. The CSD shall accept the office building trailer in “as is” condition with no warranty as to its condition by the Owner. The donation value of the office building trailer shall be deemed to be \$5,000.00.

- b. The Owner owns a CASE Front loader. The Owner shall continue to own the equipment but hereby grants the CSD usage rights on a case by case basis for various projects performed on the property. The Owner will maintain the equipment.
- c. The Owner currently owns a 2000 Freightliner Water Truck California License Plate # 6A09122 Vehicle ID#1FV3HJAA6YHB19548. The Owner hereby donates the water truck valued at approximately \$35,000.00 to the CSD. In exchange for the donation of the truck to the CSD, the Owner shall have usage rights on an as needed basis. In addition, the CSD shall be required to provide the following:
  - i. CSD, at its discretion will endeavour to Water street trees on Owner properties and cul-de-sacs where no irrigation exists.
  - ii. CSD to provide water truck for fire prevention/suppression purposes.
  - iii. CSD shall provide dust suppression on the dirt roads within the Property
  - iv. CSD shall make it available in case of golf course irrigation emergencies.
- d. The PG&E power and CCWD water are provided to the office and maintenance area used by the CSD. The utility bills have all been previously paid 100% by the Owner. The Parties agree that beginning on the effective date of this Agreement, the utility cost shall be paid by both Parties at 60% to the Owner and 40% to the CSD. Owner will bill the CSD monthly for their portion of the utility bills.
- e. The joint facilities are not serviced by sewer but is serviced with a septic tank and pump system. The Parties agree to share the cost of the maintenance of the septic system at the same 60%/40% ratio. Included in this cost sharing is the recent pump replacement and service in March 2019 in the amount of \$2500.00.
- f. CSD to reimburse Owner for fuel costs related to Mosquito abatement, general Common Area maintenance, storm drains maintenance. In 2019, certain fuel was advanced to the CSD in the amount of \$512.51 as of June 14, 2019 and is understood by owner this amount will increase until the new fiscal year and those increases will be tracked. This amount shall be reimbursed to Owner upon the execution of this Agreement.

#### **4. Gate operations and location**

- a. The main gate and gatehouse are owned by the CSD. The Owner currently funds 100% of the cost of the gatehouse attendants. The Owner is not obligated to continue the cost of the gate attendants and may at its absolute discretion terminate the gatehouse attendants. The Owner shall from time to time elect to change the operational hours of the attendants at its sole and absolute discretion, with advance notice and coordination with CSD. The gates shall be operated in the automatic-closed mode when the gatehouse is unattended.
- b. The CSD owns the physical building, gates and Right of way.
- c. CSD pays electrical, water and sewer, phone for the building.

- d. The Owner may consider gate relocation, at their expense at a future date to provide unfettered access to commercial uses such as the golf course and restaurant.
- e. The CSD is required to maintain the gate and phone/access system at its cost.

**5. Construction gate ownership and operation**

- a. The Owner owns equipment, provides power and phone cost
- b. CSD operates and manages access and maintenance
- c. To be improved to CSD standards and dedicated for ownership in future; or eliminated if alternate access provided in future development

**6. Water Meters and Accounts**

- a. All Common Area owned by the CSD have historically and are now served by CCWD water meters in the name of Owner. Due to the substantial increase in water and sewer fees enacted by CCWD, the CSD shall share in the cost of the water. Owner and CSD have reviewed each of the meters and the area that is irrigated and have come to a mutual agreement as to the estimated water used through each meter for public purposes (Common Areas) versus water used for the Owner’s private purposes. The water consumption estimates attributable to CSD and Owner are based on the conditions existing as of the date of this Agreement, as proximately shown on the draft site drawings, attached hereto as Exhibit A, and the parties agree to perform additional estimations and adjust the percentages attributable to each based on changed conditions, as further described below. The Owner agrees to continue to keep the meters in the name of the Owner, however the CSD hereby agrees to pay the following allocation of the water on the following meters effective at the CCWD billing for water consumption following the effective date:

<b>Location</b>	<b>% of Total CCWD Bill Paid by CSD</b>	<b>CCWD Account No.</b>
Entry Sales	80%	017737-000
Roundabout	50%	017736-000
Oak Creek Dr	50%	017747-000
Rockridge Parking	40%	017738-000
Oak Creek Landscape	40%	017740-000

Water bills from CCWD will be paid by Owner in accordance with CCWD rules and regulations. Following payment, Owner will bill CSD for their proportional cost in accordance with the percentages above, as adjusted in Section 6. Billing and payment for CCWD water meter costs are further detailed in Section 6 below.

The water meter SN55927116 serving the Gatehouse shall be paid 100% by CSD and said account will be transferred by Owner to CSD in a timely manner.

The water meters SN68078732 (Mitchell Lake Ct) and NE94724023 (3828 Little John) are to be paid 100% by Owner.

- b. The Parties agree to work cooperatively to transfer ownership of private irrigation and landscape areas to appropriate property owner(s).
- c. CSD to continue to maintain Common Areas as currently configured, and has full authority to modify, control, repair, improve and discontinue irrigation in Common Areas, as well as to modify Common Area landscaping as desired by CSD. CSD will only operate, maintain, and be responsible for costs associated with public Common Areas.
  - i. An Interim Site Map is to be developed by CSD depicting the Common Areas and areas privately owned by Owner, as those areas are currently understood; which shall be attached hereto as Exhibit A. Owner is assumed to have ownership of and be responsible for the portion of the irrigation system and landscape on private property. CSD is assumed to have ownership of and be responsible for the portion of the irrigation system and landscape on public property.
  - ii. The irrigation systems served by the common meters service both the public and private areas of Exhibit A. For its convenience, Owner may request that CSD provide maintenance of the common irrigation on the private areas shown in Exhibit A. CSD shall bill Owner for time and materials, at the then current labor rates contained in the CSD Miscellaneous Fees Schedule, and materials at cost if supplied by CSD.
  - iii. Exhibit A shall only serve the purpose of depicting ownership and maintenance responsibilities for the term of this Agreement. The Parties intend to jointly execute a permanent Site Map as part of a permanent Operating and Cost Sharing Agreement, as more fully described in Section 15, below, at the end of the term of this Interim Agreement.
- d. Both Owner and CSD shall fund and provide responsible operation and maintenance of irrigation system and landscape served by the shared meters in the private and public areas respectively. CSD shall not be responsible to maintain or irrigate, or pay for irrigation water for areas outside the Common Area shown in Exhibit A.
  - i. The CSD and Owner shall maintain responsibility for operation and maintenance of their respective irrigation system components, and shall maintain such systems in good working order to ensure operating efficiency and compliance with water conservation and use requirements of the water provider. Irrigation system leak repairs and other water wasting system defects shall be repaired by the responsible party on identification if serious and for minor waste as quickly as possible but in no case in excess of seven days of written notification of the leak. Failure to address water waste as described above shall result in water billing adjustments as described in Section 6 herein.
  - ii. Irrigation System Modifications/Notifications. Either party proposing modifications to their respective irrigation system in a manner that may change water use shall notify the other party in advance. Either party may



request an evaluation of respective water usage by the other party when irrigation system modifications are completed. Owner and CSD agree to make repairs and improvements to their respective irrigation systems as needed, in a timely manner to maximize water conservation, repair leaks or watering inefficiencies.

- e. CSD continues to pay partial share of cost on irrigation meter serving Saddle Creek II; which is in their name.

**7. Billing and Payments for Water Bills – Timing and adjustments**

- a. Owner shall pay all water bills received in accordance with CCWD rules. Upon payment, Owner shall submit the paid water bill along with an invoice to the CSD for its proportional share per the shared meter table above. CSD shall pay Owner for each bill in a timely manner, normally within 30 days of receipt.
  - i. In the event of dispute on any invoice, CSD shall pay the undisputed portion of the invoice within 30 days, and the parties shall endeavor to resolve billing disagreements in a timely manner.
  - ii. In the event that inefficient watering or leaks are allowed to remain longer than allowed above, the billing for the noncompliant party shall be adjusted up by the estimated water lost or wasted during the duration of the event.
  - iii. Either party can request a reevaluation of estimated water use through the common meters, and the parties will conduct such evaluation in a timely manner. In the event an adjustment to proportional billing is necessary, such adjustment will be made at the next CCWD billing cycle.

**8. Stormwater management – CSD responsible for DI (drain inlets), culverts and related infrastructure**

- a. The Owner is responsible for stormwater management outside of road right-of-way.
- b. Standards on culvert exit to be modified for future projects to avoid erosion.
- c. The Owner shall assist in troubleshooting and implementing a remedy for odor occurring on Rockridge, and to be responsible for pond improvements if determined necessary/responsible for odor.

**9. Wetlands and 404 Permit Management**

- a. 404 Permit, Compliance Coordination is CSD responsibility and permit compliance is the responsibility of Owner. Any studies, reports, improvements, modification, inspections, testing or violation related work or fines resulting from or issued by any state or federal agency are the responsibility of Owner.
- b. The Owners shall provide pond maintenance records, water quality results to the CSD.
- c. Maintenance and Inspection Plan to be developed collaboratively between CSD and Owner regarding operating responsibility.

- i. General inspection provided by CSD.
- ii. Improvements and major maintenance provided by Owner CSD guidance
- d. Owner to maintain and comply with NPDES General Permit currently in place in Golf Resort name (Aquatic Pesticides)
  - i. Owner owns wetland property and permit responsibility.
- e. CSD monitors and enforces pond water levels (water supplied/paid from Owner contract with CCWD); see Roger Pito wetlands report 2016

**10. Wildlife habitat easements**

- a. CSD responsible for administration/encroachment under deed restriction.
- b. CSD performs cleaning, weed management and mowing.
  - i. Fee for service charged to those who either do not maintain or contract with CSD.

**11. Operation of roads**

- a. Roads maintenance the responsibility of CSD.
  - i. Encroachment permit may be required for heavy construction equipment/work
- b. Owner, at their sole discretion and approval shall agree to assist financially when road improvement priorities/work scope are adjusted to suit development/sales needs
- c. CSD to review road maintenance plans and priorities with Owner.

**12. Common Area (public) maintenance (Exhibit A)**

- a. CSD pays electricity for irrigation timers.
- b. CSD Operates and maintains irrigation.
- c. CSD Maintains Landscaping.
- d. CSD pays for water through shared meters owned by Owner, billed to CSD at the percentages above.
- e. Owner at their sole discretion and approval shall agree to assist financially when landscape improvement priorities/work scope are adjusted to suit development/sales needs.

**13. Open space parcels**

- a. Owner pays water and power for irrigation (parcels shown on Exhibit B, attached hereto)
- b. CSD maintains irrigation and landscape.

**14. Reimbursement of costs advanced:**

The Owner has paid certain costs addressed in this Agreement, in calendar year 2019. The Parties agree upon the approval of this Agreement to settle any outstanding financial issues. The following is a list and the estimated amounts:

- Fuel charges by CSD on Owner fuel system- \$512.51 (TBD)
- Irrigation Clocks on #18 owned by CSD- \$7,500.00
- 40% of Septic system pump at yard- total-\$2500.00

#### **15. Cost Sharing for Survey and Associated Work**

The Parties wish to commission a comprehensive survey of the Property, and associated study and review of all documents related to the Property, to create a Site Map of the property that clearly depicts all property lines, Common Areas, easements, and roads existing on the Property (“Mapping Project”). The Parties intend to jointly approve a final Site Map and associated documents through the execution of an Operating and Cost Sharing Agreement, which shall replace this Agreement when executed. In furtherance of the Mapping Project, the Parties recognize the need to secure services from surveyors, engineers, a title company, and administrative professionals, to obtain and review documents related to the Property’s development, subdivision, dedication, and/or sale, and to accurately describe, depict, and record the rights and responsibilities of the Parties. The Parties shall procure and share the cost of those services as follows:

- a. CSD will lead the Mapping Project and shall identify and retain all service providers it requires to complete the Mapping Project.
- b. CSD shall provide Owner copies of proposals, cost estimates, fee schedules, and/or equivalent documentation provided by prospective service providers prior to contracting for any service. Owner may provide input regarding the proposed scope of services to be rendered, but CSD shall have discretion to define the scopes of services and to enter contracts for those services.
- c. The costs of those services rendered in furtherance of the Mapping Project shall be split equally (50%-50%) between the Parties. CSD shall provide Owner with a monthly summary of payments made to all Mapping Project service providers, with back-up documentation such as invoices or requests for payment attached. CSD shall designate on the summary and, within thirty (30) day of receipt, Owner shall pay to CSD as reimbursement its equal portion of those costs.

#### **16. Document Sharing**

Owner shall provide CSD copies of any documents in its possession that are germane to the Mapping Project, including but not limited to maps of the Property, plans, as-built drawings, property descriptions, easement documents, dedication offers, grant documents, deeds or other ownership documents, and documentation related to maintenance of the Property. Upon request, Owner may inspect and copy any documents or records related to the Property that CSD or the Mapping Project service providers obtain from Calaveras County or through other public records searches.

**17. Upgrades and Permitting**

Should permits be required to perform work needed to separate infrastructure servicing both the Owner’s property and Common Areas, as determined during or at the conclusion of the Mapping Project, the costs to apply for and obtain those permits shall also be split equally. Should infrastructure servicing both the Owner’s property and Common Areas remain, the Parties also agree to equally share the engineering and/or other costs associated with defining each Party’s responsibility to maintain that infrastructure and the split of costs associated with its use.

**18. Legal and Other Party-Specific Costs**

Notwithstanding the provisions of Sections 15, 16, and 17, above, the Parties shall bare their own costs for legal counsel or other service providers hired to represent the interests of only one Party or services retained by only one Party.

**19. CSD Board Approval**

This Agreement is contingent upon the Board of Directors of the CSD final approval.

**20. Amendment**

This Agreement can only be modified by written agreement of the parties.

**21. Binding on Successors and Assigns**

This Agreement shall be binding on the Parties and all successors and assigns.

**22. Notices**

Any notice required or permitted to be given by one party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use(e.g., Federal Express), postage or fee paid, as appropriate, addressed to the parties below:

To Owner: Mr. Tom Hix and Michael Fletcher  
CV Development Partners, LLC  
100 Town Square Road, Second Floor  
Copperopolis, CA 95228

To CSD: Mr. Peter Kampa, GM  
1000 Saddle Creek Drive  
Copperopolis, CA 95228

**23. Default and Dispute Resolution**

Should either party fail to perform an obligation under this Agreement, it shall be deemed a default of this Agreement. Either Party shall have reasonable time, but in no instance more than thirty (30) days, to cure any non-monetary default upon notice of the default from the other Party. Monetary default, meaning the failure to timely pay

any amount due the other Party under this Agreement, shall incur a ten percent (10%) per annum penalty, to be paid to the non-defaulting Party.

The Parties agree that it is mutually beneficial to mediate disputes prior to resorting to litigation. In the event of a dispute between the Parties as to any provision of this Agreement, the Parties shall endeavor to mediate the dispute within sixty (60) days or as soon as practical upon a Party providing notice of the dispute to the other. Mediation shall occur in Calaveras County, California, or as close to the Property as possible, with a mutually-agreed-upon mediator.

**24. Surviving Provisions**

Should any provision of this Agreement be found void or unenforceable, it shall be severable from the rest of the Agreement and the remaining terms shall be enforced as if the unenforceable term had not existed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and hereby the Board of Directors of the CSD shall be required to approve this Agreement to make it valid.

**Owner:**

**CSD:**

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

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

Dated: \_\_\_\_\_

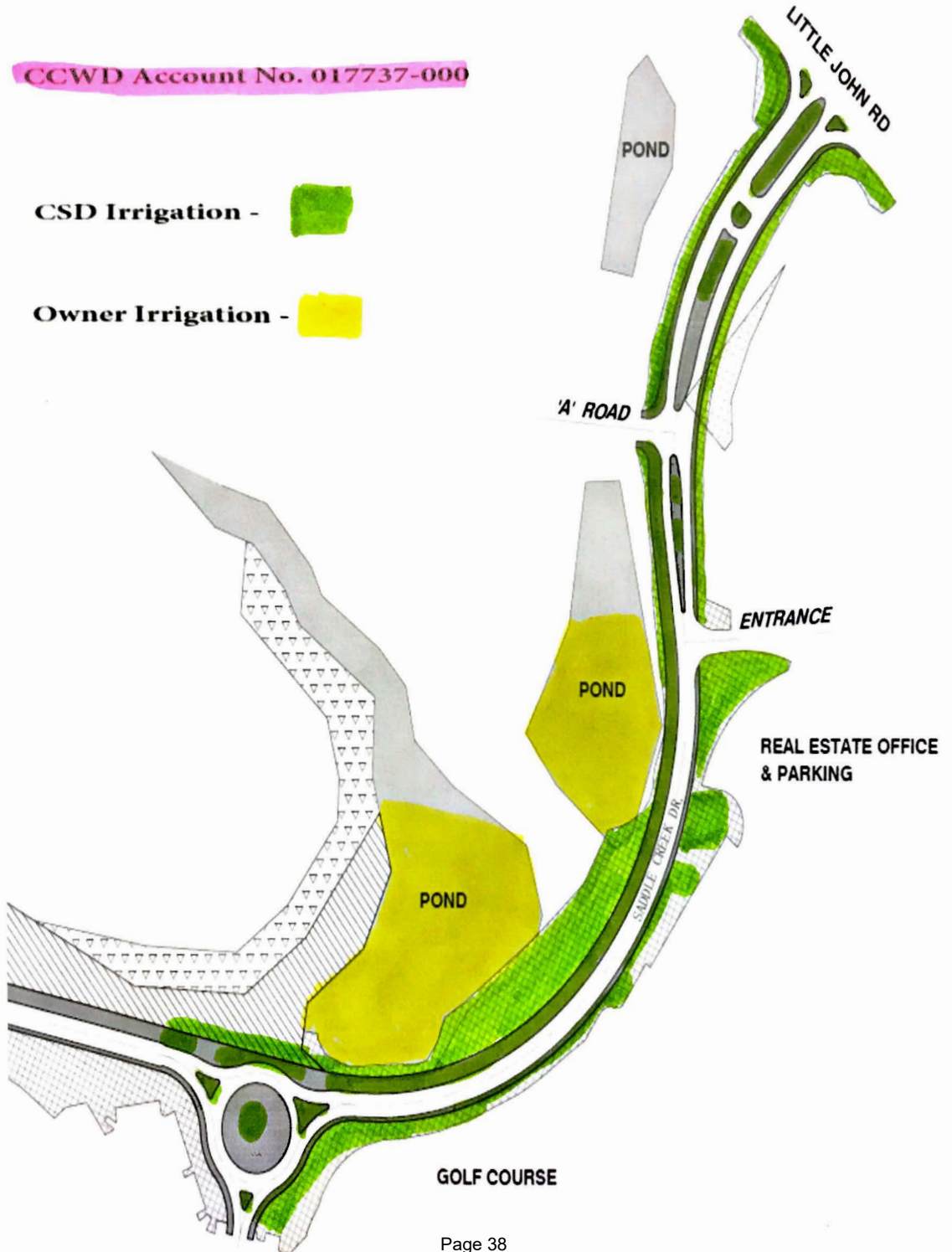
Dated: \_\_\_\_\_

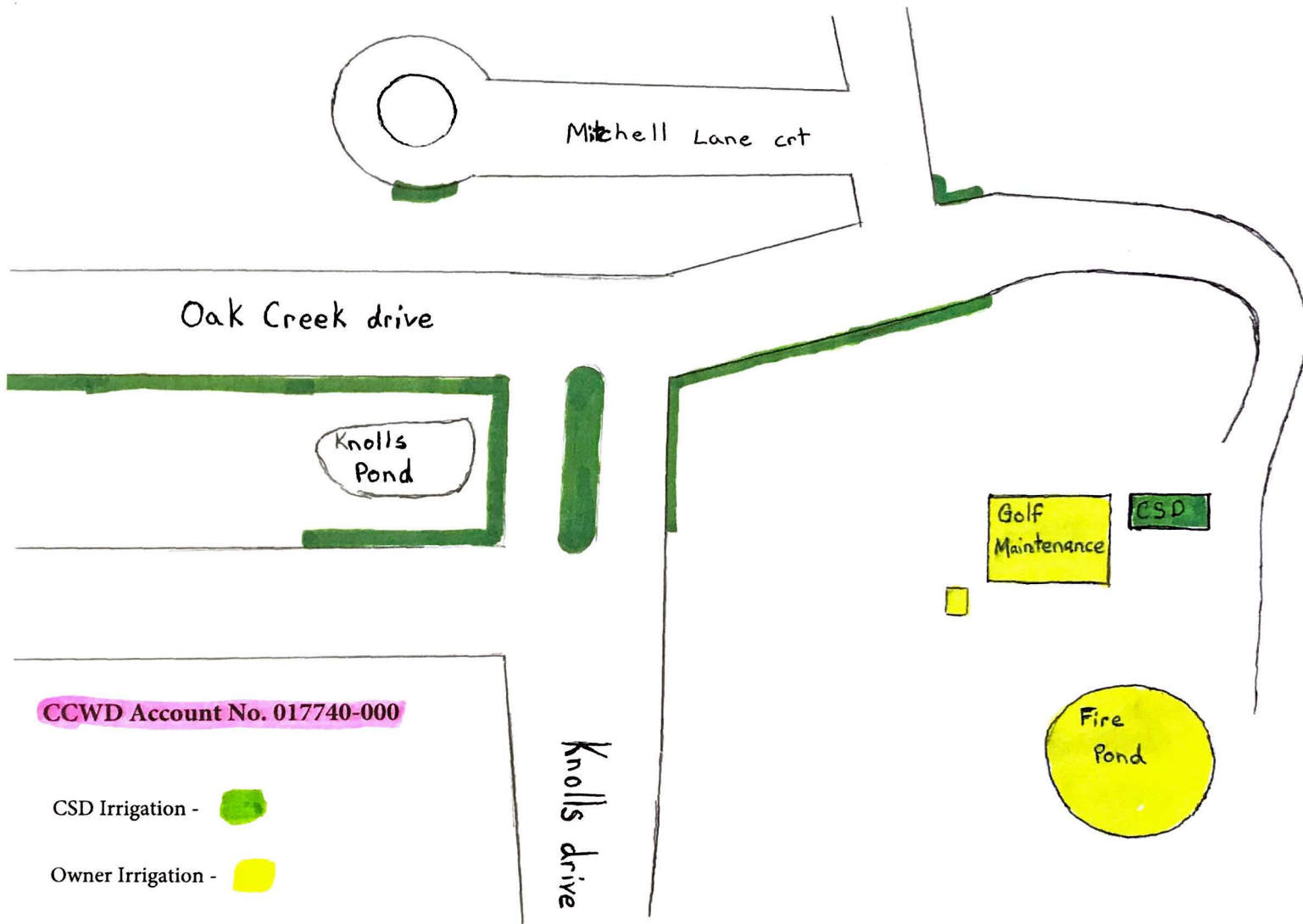
CCWD Account No. 017737-000

CSD Irrigation -





Owner Irrigation -








CCWD Account No. 017740-000

CSD Irrigation - 

Owner Irrigation - 

- CSD Irrigation - 
- Owner Irrigation - 
- Private Irrigation - 

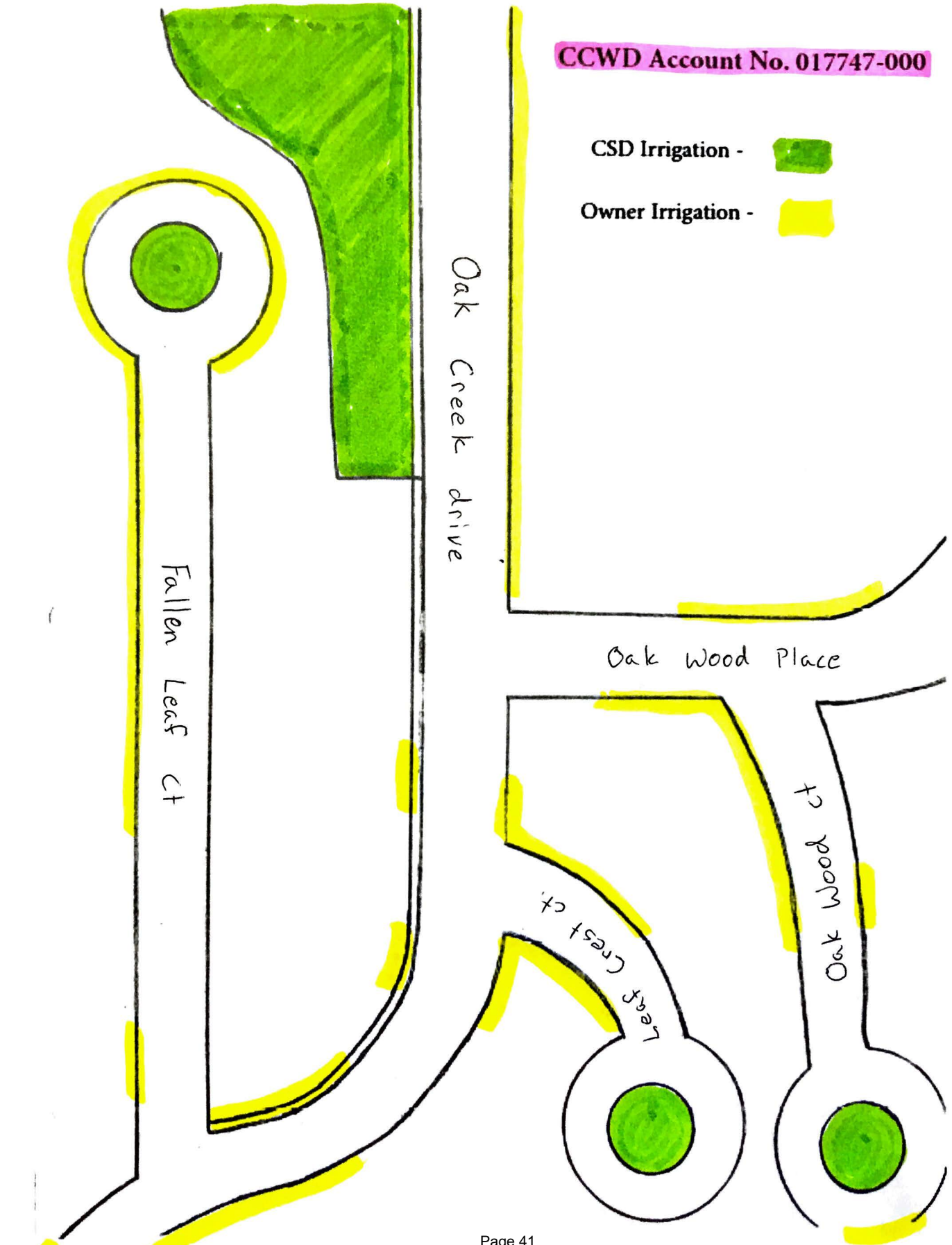


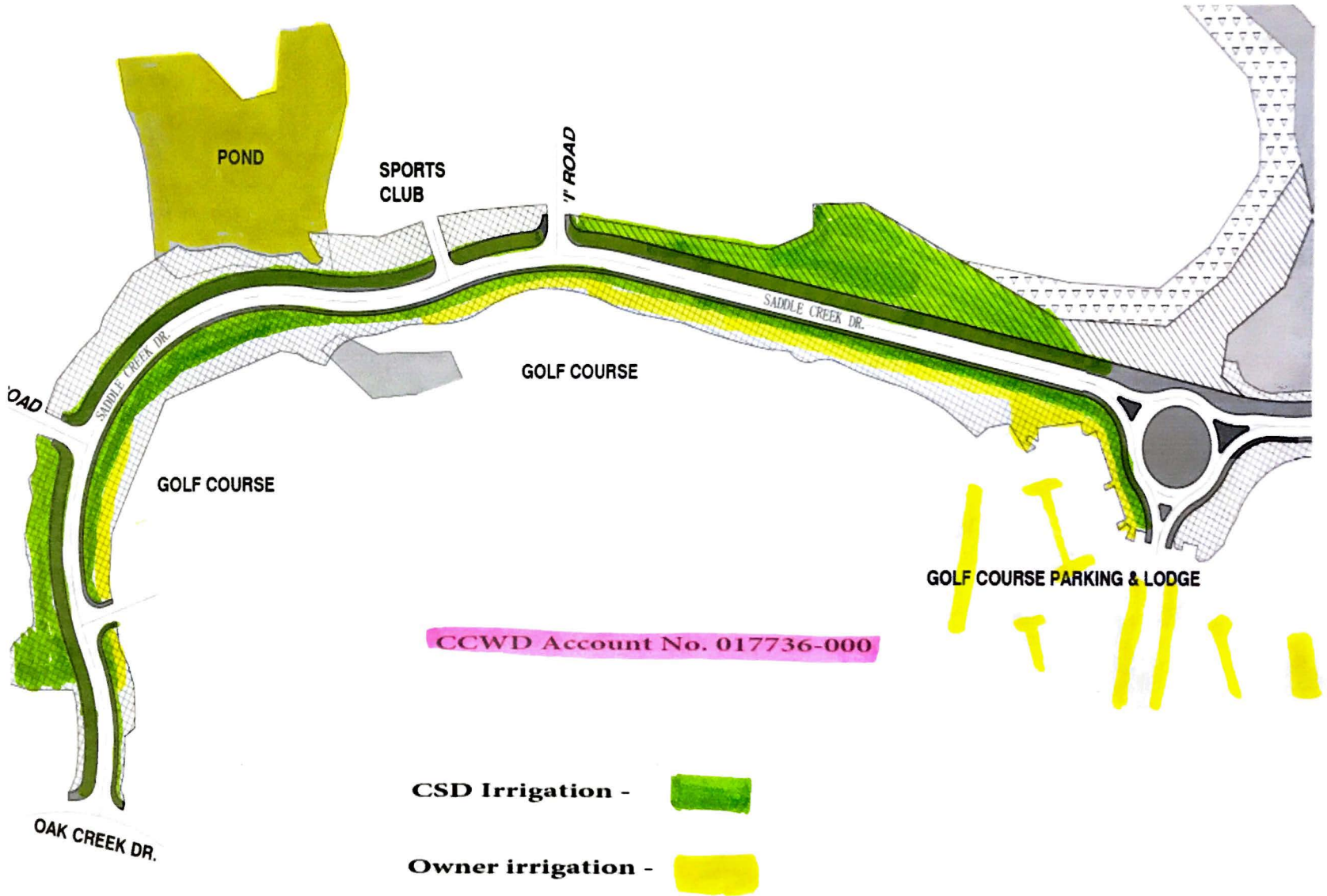


CSD Irrigation -



Owner Irrigation -





**RESOLUTION \_\_, 2020**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT APPROVING AN INTERIM OPERATING AND COST SHARING AGREEMENT WITH CV SADDLE CREEK, LLC; CV SADDLE CREEK HOLDINGS, LLC AND SADDLE CREEK GOLF CLUB, LLC REGARDING ROLES, RESPONSIBILITIES, OBLIGATIONS, AND COMMITMENTS RELATED TO ROADS, COMMON AREAS, EQUIPMENT AND PROPERTY SHARING

**WHEREAS**, the Saddle Creek Community Services District wishes to document certain agreements with the Copper Velley properties; and

**WHEREAS**, a draft interim agreement has been prepared to document such agreements and to make certain commitments related to the operation of the community.

**NOW, THEREFORE, BE IT RESOLVED** that the agreement with CV Properties et al is approved and effective February 18, 2020.

**PASSED AND ADOPTED** by the Board of Directors of the Saddle Creek Community Services District on February 18, 2020 by the following vote:.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Roger Golden, President

Board of Directors

\_\_\_\_\_  
Peter Kampa, Board Secretary