



COPPER VALLEY COMMUNITY SERVICES DISTRICT

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

September 21, 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 August 2021.
 - b) Approval of the minutes from the Regular Board Meeting held August 17, 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.

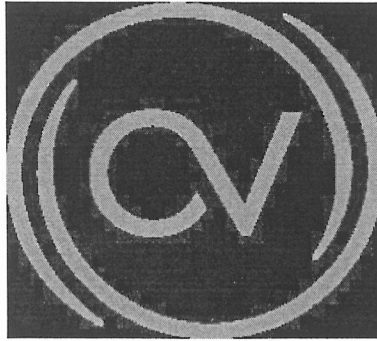
 - a) Adoption of a Resolution approving agreement with Gritz Engineering for general engineering services related to District infrastructure and operations
 - b) Status update report on the engineering review, progress and inspections for the Quail Creek development project (District Engineer Galen Gritz)
 - c) Review of financial evaluation regarding cash flow available to meet operating expenses, debt service and the projected costs contained in the road maintenance plan
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 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

August 31, 2021

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

Statement of Cash Flows

For the 2 Month Ending August 31, 2021

	Umpqua Bank Checking	Calaveras Co Fund 2188	LAIF	YTD Total
Net Income	(76,396)	(66,735)	86	(143,045)
OPERATING ACTIVITIES				
Adjustments to reconcile Net Income to Net Cash used in Operations:				
1200 Accounts Receivable	-			-
2000 Accounts Payable	(14,446)			(14,446)
2050 Umpqua CSDA Visa	5,237			5,237
2100 Payroll Taxes Payable	(221)			(221)
2150 Accrued Payroll	(2,178)			(2,178)
2200 Sales Tax Payable	-			-
Net cash used in operating activities	(88,004)	(66,735)	86	(154,653)
Net cash decrease for period	(88,004)	(66,735)	86	(154,653)
Cash at beginning of period (7/1/2021)	1,181,867	66,916	105,439	1,354,221
Cash at end of period	1,093,862	181	105,525	1,199,568

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

Cash Flow Projection

FY 2021-22									
Aug-2021	Sep-2021	Oct-2021	Nov-2021	Dec-2021	Jan-2022	Feb-2022	Mar-2022	Apr-2022	

REGULAR CHECKING

Beginning Checking Account Balance	\$	1,091,636	\$	1,093,863	\$	1,022,189	\$	951,038	\$	781,446	\$	710,294	\$	1,367,563	\$	1,296,412	\$	1,225,260		
Deposits																				
Assessments	\$	66,735										728,420								
Other Income	\$	3,600																		
Road Improvement Loan	\$	-																		
Voided Checks	\$	675																		
Disbursements																				
Paychecks	\$	26,180	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000
Payroll Taxes	\$	5,945	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000
Checks Written																				
Other Operating & Admin Costs	\$	28,475	\$	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																				
Series A (2018 project refinance)	\$	-	\$	-			\$	40,861												
Series B (Phase 2 Road Imprpv.)	\$	-	\$	-			\$	57,580												
Valley Entry System	\$	-	\$	-																
Jim Wilson	\$	-	\$	-																
Larry Bain	\$	-	\$	-																
Willdan	\$	-	\$	522																
NBS	\$	-	\$	-																
SDFa (Road Construction Loan)	\$	-	\$	-																
Human Resource Practioners	\$	-	\$	-																
Credit Card Payments	\$	6,464	\$	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)	\$	668	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100	\$	2,100
Total Disbursements	\$	68,783	\$	71,673	\$	71,151	\$	169,592	\$	71,151	\$	71,151	\$	71,151	\$	71,151	\$	71,151	\$	71,151
Ending Checking Account Balance	\$	1,093,863	\$	1,022,189	\$	951,038	\$	781,446	\$	710,294	\$	1,367,563	\$	1,296,412	\$	1,225,260	\$	1,154,109		
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 August 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Umpqua Bank Checking	1,093,863
1020 Cash - Fund 2188	181
1040 Local Agency Investment Fund (LAIF)	105,525
Total Bank Accounts	\$1,199,568
Total Current Assets	\$1,199,568
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	\$13,350,723

Copper Valley Community Services District

Balance Sheet
As of August 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	5,993
Total Accounts Payable	\$5,993
Credit Cards	
2050 Umpqua CSDA Visa	23,962
Total Credit Cards	\$23,962
Other Current Liabilities	
2100 Payroll Taxes Payable	1,226
2150 Accrued Payroll	17,001
2200 Sales Tax Payable	0
Total Other Current Liabilities	\$18,227
Total Current Liabilities	\$48,182
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	\$2,173,247
Equity	
3800 Developer Capital Contributions	12,198,796
3900 Fund Balance	-878,274
Net Income	-143,045
Total Equity	\$11,177,476
TOTAL LIABILITIES AND EQUITY	\$13,350,723

COPPER VALLEY COMMUNITY SERVICES DISTRICT
 FY 2021-22 MONTHLY BUDGET REPORT ANALYSIS
 August 2021

	ACTUALS			BUDGET		
	Last Year July - Aug	This Year July - Aug	Variance Inc/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
EXPENDITURES						
SERVICES AND SUPPLIES						
ADMINISTRATION						
OE01	Audit Expense	\$ -	\$ -	\$ -	\$ 8,900	100%
OE02	Finance Expenses	\$ 147	\$ 113	\$ (34)	\$ 700	84%
OE02-1	Parcel Tax Implementation	\$ -	\$ -	\$ -	\$ 6,000	100%
OE03	Advertising	\$ -	\$ 113	\$ 113	\$ 1,900	94%
OE04	Legal Expenses	\$ -	\$ 3,011	\$ 3,011	\$ 7,000	57%
OE06	Insurance (Property Loss/Liability)	\$ -	\$ -	\$ -	\$ 16,200	100%
OE07	Miscellaneous/Contingency	\$ 343	\$ 408	\$ 65	\$ 5,000	92%
OE08	Professional Development (Travel/Training)	\$ 2,157	\$ 1,311	\$ (846)	\$ 8,100	84%
OE09	Dues, Certifications & Subscriptions	\$ 173	\$ -	\$ (173)	\$ 5,400	100%
OE10	Uniform Expenses	\$ 1,726	\$ 581	\$ (1,145)	\$ 6,000	90%
OE11	Electric Power/Water/Sewer	\$ 2,059	\$ 17,568	\$ 15,509	\$ 68,300	74%
OE11.5	Electric for Office				\$ -	#DIV/0!
OE12	Telephone/Internet Service	\$ 1,387	\$ 1,129	\$ (258)	\$ 6,900	84%
OE14	Office Supplies/Postage	\$ 830	\$ 1,070	\$ 241	\$ 8,800	88%
OE14-1	Office Cleaning				\$ -	#DIV/0!
OE15	Office Equipment Repair/Replacement	\$ 3,903	\$ 6,339	\$ 2,436	\$ 10,700	41%
OE15-1	Office Equipment Lease	\$ 543	\$ 373	\$ (171)	\$ 2,300	84%
OE26	County Fees/LAFCO	\$ 1,089	\$ -	\$ (1,089)	\$ 7,400	100%
OE29	Accounting Services	\$ 8,474	\$ 3,800		\$ 27,000	86%
OE30	Reimbursable Maint/Repair Expense	\$ -	\$ -	\$ -	\$ 1,000	100%
OE31	Office Lease					
OE41	HR Consultant	\$ 500	\$ -	\$ (500)	\$ 2,500	100%
PE03-1	Payroll Taxes - Administration	\$ 2,074	\$ 2,800	\$ 726	\$ -	
PE06-1	Employee Wages - Administration	\$ 27,114	\$ 36,605	\$ 9,492	\$ -	
	Total Administration	\$ 52,519	\$ 75,223	\$ 22,704	\$ 200,100	82%
COMMON AREAS						
OE16	Gate Maintenance & Opener Purchase	\$ 3,552	\$ 1,007	\$ (2,545)	\$ 20,000	95%
OE16-1	Gate System Improvements (RFID,etc)		\$ -	\$ -	\$ 2,000	100%
OE17	Streets/Sidewalks/Lighting Maint & Repair	\$ 5,259	\$ 715	\$ (4,543)	\$ 29,800	98%
OE17-2	Storm Drains	\$ -	\$ -	\$ -		
PE03-5	Payroll Taxes - Streets	\$ 93	\$ -	\$ (93)		
PE06 -5	Employee Wages - Streets	\$ 1,209	\$ -	\$ (1,209)		
OE18-1	Landscape Supplies & Repairs	\$ 6,291	\$ 7,233	\$ 941	\$ 43,000	83%
OE18-2	CCWD Water					
OE18-3	Landscape Equipment Gas & Oil	\$ 2,137	\$ -	\$ (2,137)	\$ 9,500	100%
OE18-4	Landscape Equipment Repair/Replacement	\$ 6,516	\$ 2,537	\$ (3,979)	\$ 29,800	91%
PE03-2	Payroll Taxes - Common Areas	\$ 2,954	\$ 2,662	\$ (292)		
PE06 -2	Employee Wages - Common Areas	\$ 38,612	\$ 34,792	\$ (3,820)	\$ -	
	Total Common Areas	\$ 66,623	\$ 48,946	\$ (17,676)	\$ 134,100	91%
MOSQUITO ABATEMENT						
				\$ -		

COPPER VALLEY COMMUNITY SERVICES DISTRICT
 FY 2021-22 MONTHLY BUDGET REPORT ANALYSIS
 August 2021

		ACTUALS			BUDGET		
		Last Year July - Aug	This Year July - Aug	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
EXPENDITURES							
OE22-1	Mosquito Control Products	\$ 3,075	\$ -	\$ (3,075)	\$ 20,000	\$ 20,000	100%
OE22-2	Mosquito Abatement Monitoring & Testing	\$ 919	\$ 585	\$ (334)	\$ 4,300	\$ 3,715	86%
OE22-3	Mosquito Abatement Vehicles Gas & Oil	\$ 1,930	\$ -	\$ (1,930)	\$ 15,000	\$ 15,000	100%
OE22-4	Mosquito Abatement Equipment Maintenance	\$ 439	\$ 307	\$ (132)	\$ 14,000	\$ 13,693	98%
PE03-4	Payroll Taxes - Mosquito Abatement	\$ 174	\$ 118	\$ (55)			
PE06-4	Employee Wages - Mosquito Abatement	\$ 2,268	\$ 1,545	\$ (723)			
PE03-6	Payroll Taxes - Wetlands	\$ -	\$ -	\$ -			
PE06-6	Employee Wages - Wetlands	\$ -	\$ -	\$ -			
	Total Mosquito Abatement	\$ 8,804	\$ 2,556	\$ (6,248)	\$ 53,300	\$ 52,408	98%
	<i>Less: Distributed Payroll to Service Areas</i>	\$ (74,498)	\$ (78,523)	\$ (4,025)			
	TOTAL SERVICES & SUPPLIES	\$ 53,448	\$ 48,202	\$ (5,246)	\$ 387,500	\$ 339,298	88%
PERSONNEL COSTS				\$ -		\$ -	
PE01	Worker Compensation Insurance	\$ 13,658	\$ -	\$ (13,658)	\$ 12,800	\$ 12,800	100%
PE02	Health Insurance	\$ 10,373	\$ 13,769	\$ 3,396	\$ 86,700	\$ 72,931	84%
PE03	Payroll Taxes	\$ 6,582	\$ 5,580	\$ (1,002)	\$ 37,100	\$ 31,520	85%
PE04	Processing Fees	\$ 294	\$ 302	\$ 8	\$ 2,200	\$ 1,898	86%
PE05	Directors Stipend	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	100%
PE06	Employee Wages	\$ 85,340	\$ 72,943	\$ (12,397)	\$ 463,600	\$ 390,657	84%
	TOTAL PERSONNEL COSTS	\$ 116,248	\$ 92,594	\$ (23,654)	\$ 608,400	\$ 515,806	85%
EQUIPMENT OUTLAY							
CO04	Cart Replacement	\$ -	\$ -	\$ -	\$ 5,000		
CO04	Heavy Duty Truck	\$ -	\$ -	\$ -	\$ -		
CO04	Trailer/Spray Rig/Tractor	\$ -	\$ 5,621	\$ 5,621	\$ 6,100	\$ 479	8%
CO10	Depreciation	\$ -	\$ -	\$ -			
	TOTAL EQUIPMENT OUTLAY	\$ -	\$ 5,621	\$ 5,621	\$ 11,100	\$ 479	4%
CAPITAL OUTLAY/STUDIES/ASSESEMENTS				\$ -			
OE53-2	Landscape Design	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE53-1	Landscape Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE51-4	Road Improvement (1)	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE51-1	Road Project Assessment & Design (Willdan)	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE51-2	Road Project Management	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE51-5	Road Improvements PHASE II	\$ 1,017,565	\$ -	\$ (1,017,565)	\$ -	\$ -	#DIV/0!
OE51-6	CM Services (Willdan)	\$ 15,701	\$ -	\$ (15,701)	\$ -	\$ -	#DIV/0!
OE51-7	Drainage Basin Repairs	\$ 15,780	\$ -	\$ (15,780)	\$ -	\$ -	#DIV/0!
OE51-8	Road Development Standards	\$ 850	\$ 522	\$ (328)	\$ -	\$ (522)	#DIV/0!
OE54-1	Office Building Paint	\$ 10,437	\$ -	\$ (10,437)	\$ -	\$ -	#DIV/0!
OE54-2	Office Building Siding and Trim	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE54-3	Office Building Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OE54-4	Security	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TBD	Sidewalk Replacement	\$ -	\$ -	\$ -	\$ 19,875	\$ 19,875	100%
TBD	Mosquito Abatement Cargo Container	\$ -	\$ -	\$ -	\$ 9,800	\$ 9,800	100%

COPPER VALLEY COMMUNITY SERVICES DISTRICT
 FY 2021-22 MONTHLY BUDGET REPORT ANALYSIS

August 2021

	ACTUALS			BUDGET		
	Last Year July - Aug	This Year July - Aug	Variance Incl/ (Decr)	This year's BUDGET	\$ Budget Remaining	% Budget Remaining
EXPENDITURES						
TOTAL STUDIES & ASSESSMENTS	\$ 1,060,332	\$ 522	\$ (1,059,810)	\$ 29,675	\$ (522)	-2%
DEBT SERVICE			\$ -			
OE20 John Deere Financing	\$ 2,671	\$ -	\$ (2,671)	\$ -	\$ -	#DIV/0!
OE21 John Deere Financing	\$ 2,103	\$ 2,103		\$ 12,616		
OE20-01 Interest Expense	\$ -	\$ -				
OE20-3 Series 2018 Installment Sale	\$ -	\$ -		\$ 81,722	\$ 81,722	100%
OE20-4 Phase 1 Road Improvements	\$ -	\$ -		\$ 115,160	\$ 115,160	100%
OE20-5 Phase 2 Road Improvements	\$ -	\$ -				
TOTAL DEBT SERVICE	\$ 4,774	\$ 2,103	\$ (2,671)	\$ 209,498	\$ 196,882	94%
TOTAL EXPENSES	\$ 1,234,802	\$ 149,041	\$ (1,085,761)	\$ 1,246,173	\$ 1,051,943	84%

PAYMENTS AND ASSESSMENTS RECEIVED						
<u>Assessment Income</u>						
Pymt No. 3: (5%) Aug 2020 (FY19)	\$ -	\$ -	\$ -	\$ 68,070	\$ 68,070	
Pymt No. 1: (55%) Feb 2021 (FY20)	\$ -	\$ -	\$ -	\$ 748,770	\$ 748,770	
Pymt No. 2: (40%) May 2021 (FY20)	\$ -	\$ -	\$ -	\$ 544,560	\$ 544,560	
Total Assessment Income	\$ -	\$ -	\$ -	\$ 1,361,400	\$ 1,361,400	
<u>Reimbursement Income</u>						
Total Reimbursement Income			\$ -	\$ -	\$ -	
<u>Other Income</u>						
IN03 Weed Abatement	\$ 2,975	\$ 5,775				
IN05 Investment Interest	\$ 381	\$ 86		\$ 1,300		
IN30 Exp Reimbursement Income	\$ -	\$ -		\$ 1,000		
IN41 Gate Opener Income	\$ 80	\$ 135		\$ 1,200		
IN59 Rebates	\$ -	\$ -		\$ 2,000		
Total Other Income	\$ 3,436	\$ 5,996	\$ 2,560	\$ 4,300	\$ (1,696)	
TOTAL PAYMENTS & ASSESSMENTS	\$ 3,436	\$ 5,996	\$ 2,560	\$ 1,371,200	\$ 1,359,704	
Net Income	\$ (1,231,365)	\$ (143,045)	\$ 1,088,320	\$ 125,027	\$ 268,072	
<u>Other Financing Sources & Uses</u>						
Budget Balance		\$ (143,045)		\$ -	\$ -	

Copper Valley Community Services District

1000 Umpqua Bank Checking, Period Ending 08/31/2021

RECONCILIATION REPORT

Reconciled on: 09/16/2021

Reconciled by: Ever Ventura

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

Summary

USD

Statement beginning balance.....	1,123,639.54
Checks and payments cleared (52).....	-97,040.36
Deposits and other credits cleared (5).....	71,009.87
Statement ending balance.....	<u>1,097,609.05</u>
Uncleared transactions as of 08/31/2021.....	-3,746.42
Register balance as of 08/31/2021.....	1,093,862.63
Cleared transactions after 08/31/2021.....	0.00
Uncleared transactions after 08/31/2021.....	-25,313.97
Register balance as of 09/16/2021.....	<u>1,068,548.66</u>

Details

Checks and payments cleared (52)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
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	2821	Saddle Creek II HOA	-683.34
07/20/2021	Bill Payment	2820	Saddle Creek II HOA	-341.70
07/20/2021	Bill Payment	2819	Saddle Creek II HOA	-417.54
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
07/20/2021	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
08/02/2021	Check	dm	John Deere Financial	-1,051.30
08/03/2021	Check	dm	Intuit Full Service Payroll	-151.00
08/04/2021	Check		CA EDD	-247.65
08/04/2021	Check		IRS	-1,067.41
08/05/2021	Check	DD	PETER J KAMPA	-2,255.63
08/05/2021	Check	DD	Ralph M. McGeorge	-2,197.87
08/05/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
08/05/2021	Check	DD	NICOLE D MC CUTCHEN	-1,590.54
08/05/2021	Check	DD	BRADLEY S KURTZER	-389.48
08/05/2021	Check	DD	WILLIAM KELSEY	-1,393.28
08/05/2021	Check	DD	CHRIS JACOBS	-1,508.24
08/05/2021	Check	DD	Gregory Hebard	-200.00
08/05/2021	Check	DD	Gregory Hebard	-2,453.73
08/05/2021	Check	DD	KYLE W CEARLEY	-1,467.85
08/11/2021	Check		CA EDD	-769.93
08/11/2021	Check		IRS	-4,136.79
08/17/2021	Bill Payment	2825	The Golf Club at Copper Valley	-15,538.83
08/17/2021	Bill Payment	2824	The Golf Club at Copper Valley	-901.89
08/17/2021	Bill Payment	2823	The Union Democrat	-243.38
08/17/2021	Bill Payment	2822	SDRMA-Health Ins.	-6,884.52

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/20/2021	Check	DD	Gregory Hebard	-2,453.74
08/20/2021	Check	DD	PETER J KAMPA	-2,255.63
08/20/2021	Check	DD	WILLIAM KELSEY	-1,266.61
08/20/2021	Check	DD	NICOLE D MC CUTCHEN	-1,434.69
08/20/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
08/20/2021	Check	DD	Ralph M. McGeorge	-2,197.90
08/20/2021	Check	DD	CHRIS JACOBS	-1,385.04
08/20/2021	Check	DD	Gregory Hebard	-200.00
08/20/2021	Check	DD	KYLE W CEARLEY	-1,330.21
08/25/2021	Check		CA EDD	-726.32
08/25/2021	Check		IRS	-3,903.18
08/26/2021	Check	dm	Umpqua Bank Commerical CC	-6,463.70
08/30/2021	Check	dm	PG&E - 7193	-516.91
Total				-97,040.36

Deposits and other credits cleared (5)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/02/2021	Deposit			66,734.87
08/09/2021	Deposit			3,450.00
08/09/2021	Deposit		Egan Street LLC	75.00
08/17/2021	Deposit		Alex & Carlene Yao	75.00
08/31/2021	Journal	wcpa 8-4		675.00
Total				71,009.87

Additional Information

Uncleared checks and payments as of 08/31/2021

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	Journal	2757		-3,000.00
04/20/2021	Bill Payment	2764	DEPARTMENT OF HOUSING...	-243.00
Total				-3,746.42

Uncleared checks and payments after 08/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/03/2021	Check	DD	PETER J KAMPA	-2,255.64
09/03/2021	Check	DD	WILLIAM KELSEY	-1,516.94
09/03/2021	Check	DD	CHRIS JACOBS	-1,626.13
09/03/2021	Check	DD	Gregory Hebard	-200.00
09/03/2021	Check	DD	Gregory Hebard	-2,453.74
09/03/2021	Check	DD	KYLE W CEARLEY	-1,467.84
09/03/2021	Check	DD	NICOLE D MC CUTCHEN	-1,579.42
09/03/2021	Check	DD	Ralph M. McGeorge	-2,197.87
09/03/2021	Check	DD	NICOLE D MC CUTCHEN	-100.00
09/09/2021	Check		CA EDD	-773.50
09/09/2021	Check		IRS	-4,130.23
09/21/2021	Bill Payment	2832	Waters Plumbing Heating & Air	-165.00
09/21/2021	Bill Payment	2829	U.S. Postal Service	-388.00
09/21/2021	Bill Payment	2831	Warmerdam CPA Group	-1,900.00
09/21/2021	Bill Payment	2830	USBank Equipment Finance	-202.33
09/21/2021	Bill Payment	2827	Mo-Cal Office Solutions, Inc	-90.07
09/21/2021	Bill Payment	2826	Aaronson, Dickerson etal	-825.00
09/21/2021	Bill Payment	2828	SDRMA-Health Ins.	-3,442.26
Total				-25,313.97

Copper Valley Community Services District

Transaction Report

August 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Umpqua Bank Checking					
Beginning Balance					
08/02/2021	Deposit				66,735
08/02/2021	Check	dm	John Deere Financial	Tractor Payment	-1,051
08/03/2021	Check	dm	Intuit Full Service Payroll	Payroll Processing Fee	-151
08/04/2021	Check		CA EDD	Tax Payment for Period: 07/28/2021-07/30/2021	-248
08/04/2021	Check		IRS	Tax Payment for Period: 07/28/2021-07/30/2021	-1,067
08/05/2021	Check	DD	NICOLE D MC CUTCHEN	Pay Period: 07/16/2021-07/31/2021	-1,591
08/05/2021	Check	DD	Ralph M. McGeorge	Pay Period: 07/16/2021-07/31/2021	-2,198
08/05/2021	Check	DD	Gregory Hebard	Direct Deposit 2	-200
08/05/2021	Check	DD	NICOLE D MC CUTCHEN	Direct Deposit 2	-100
08/05/2021	Check	DD	BRADLEY S KURTZER	Pay Period: 07/16/2021-07/31/2021	-389
08/05/2021	Check	DD	WILLIAM KELSEY	Pay Period: 07/16/2021-07/31/2021	-1,393
08/05/2021	Check	DD	CHRIS JACOBS	Pay Period: 07/16/2021-07/31/2021	-1,508
08/05/2021	Check	DD	Gregory Hebard	Pay Period: 07/16/2021-07/31/2021	-2,454
08/05/2021	Check	DD	KYLE W CEARLEY	Pay Period: 07/16/2021-07/31/2021	-1,468
08/05/2021	Check	DD	PETER J KAMPA	Pay Period: 07/16/2021-07/31/2021	-2,256
08/09/2021	Deposit		Egan Street LLC		75
08/09/2021	Deposit				3,450
08/11/2021	Check		CA EDD	Tax Payment for Period: 08/04/2021-08/06/2021	-770
08/11/2021	Check		IRS	Tax Payment for Period: 08/04/2021-08/06/2021	-4,137
08/17/2021	Bill Payment (Check)	2822	SDRMA-Health Ins.	Member #7174 September coverage	-6,885
08/17/2021	Bill Payment (Check)	2823	The Union Democrat	Customer #00003576	-243
08/17/2021	Bill Payment (Check)	2824	The Golf Club at Copper Valley	PG&E 5/10/21 - 7/9/21	-902
08/17/2021	Bill Payment (Check)	2825	The Golf Club at Copper Valley	Water Bills 5/16/21 - 7/15/21	-15,539
08/17/2021	Deposit		Alex & Carlene Yao		75
08/20/2021	Check	DD	NICOLE D MC CUTCHEN	Direct Deposit 2	-100
08/20/2021	Check	DD	Gregory Hebard	Direct Deposit 2	-200
08/20/2021	Check	DD	Ralph M. McGeorge	Pay Period: 08/01/2021-08/15/2021	-2,198
08/20/2021	Check	DD	NICOLE D MC CUTCHEN	Pay Period: 08/01/2021-08/15/2021	-1,435
08/20/2021	Check	DD	WILLIAM KELSEY	Pay Period: 08/01/2021-08/15/2021	-1,267
08/20/2021	Check	DD	PETER J KAMPA	Pay Period: 08/01/2021-08/15/2021	-2,256
08/20/2021	Check	DD	Gregory Hebard	Pay Period: 08/01/2021-08/15/2021	-2,454
08/20/2021	Check	DD	CHRIS JACOBS	Pay Period: 08/01/2021-08/15/2021	-1,385
08/20/2021	Check	DD	KYLE W CEARLEY	Pay Period: 08/01/2021-08/15/2021	-1,330
08/25/2021	Check		CA EDD	Tax Payment for Period: 08/18/2021-08/20/2021	-726
08/25/2021	Check		IRS	Tax Payment for Period: 08/18/2021-08/20/2021	-3,903
08/26/2021	Check	dm	Umpqua Bank Commerical CC	Umpqua CSDA Visa payment	-6,464
08/30/2021	Check	dm	PG&E - 7193		-517
08/31/2021	Journal Entry	wcpa 8-4		to void check #2815	675
Total for Umpqua Bank Checking					\$2,227
TOTAL					\$2,227

Copper Valley Comm Srvs District

Credit Card - Transaction Detail by Account

August 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
2050 Umpqua CSDA Visa					
08/01/2021	Expense		Tractor Supply Co.		172.38
08/01/2021	Expense		Indeed for Employers		113.23
08/01/2021	Expense		Intuit - QBO Online		49.00
08/01/2021	Expense		Staples		110.96
08/02/2021	Expense		Verizon Wireless	Verizon telephone	181.18
08/02/2021	Expense		LogMein, Inc.		5.00
08/04/2021	Expense		California Waste Recovery Systems		80.68
08/05/2021	Expense		Sonora Lumber Company		715.44
08/06/2021	Expense		BG Agri Sales and Service		5,620.62
08/09/2021	Expense		USPS		27.84
08/10/2021	Expense		Microsoft Office	Microsoft 360 Subscription	12.50
08/10/2021	Expense		Family Dollar		141.18
08/11/2021	Expense		Shell		120.03
08/11/2021	Expense		Microsoft Office	Microsoft 360 Subscription	12.50
08/12/2021	Expense		CalTel Communications		381.03
08/12/2021	Expense		Hughson Farm Supply		219.42
08/12/2021	Expense		Aramark Uniform Service		264.43
08/12/2021	Expense		China House Restaurant		56.77
08/13/2021	Expense		DMV		2,137.00
08/13/2021	Expense		UPS Store		69.80
08/13/2021	Expense		USPS		22.00
08/13/2021	Expense		DMV		49.16
08/17/2021	Expense		Shell		134.19
08/18/2021	Expense		J.Milano Co., Inc.		456.49
08/18/2021	Expense		Ewing		2,497.73
08/19/2021	Expense		Tractor Supply Co.		68.48
08/20/2021	Expense		Calaveras Lumber		52.77
08/20/2021	Expense		O'Reilly Auto Parts		63.52
08/23/2021	Expense		Tractor Supply Co.		85.77
08/23/2021	Expense		Comphel Heating and Air		6,120.00
08/23/2021	Expense		Lowe's		541.57
08/23/2021	Expense		Sonora Airco Gas & Gear		53.61
08/24/2021	Expense		AMCA (American Mosquito Control Assn)		675.00
08/25/2021	Expense		Calaveras Lumber		126.22
08/26/2021	Expense		Young's Copper Ace Hardware		1,406.33
08/30/2021	Expense		Lowe's		1,061.17
08/30/2021	Expense		Kathy's Miracle Cleaners		57.17
Total for 2050 Umpqua CSDA Visa					\$23,962.17
TE TOTAL EXPENSES					
1SS SERVICES & SUPPLIES					
AE Administrative Expenses					
OE02 Finance Expenses					
08/01/2021	Expense		Intuit - QBO Online	Monthly QuickBooks Online Fee	49.00
Total for OE02 Finance Expenses					\$49.00
OE03 Advertising					
08/01/2021	Expense		Indeed for Employers		113.23
Total for OE03 Advertising					\$113.23
OE04 Legal Expenses					
08/13/2021	Expense		DMV		2,137.00
08/13/2021	Expense		DMV		49.16
Total for OE04 Legal Expenses					\$2,186.16

Copper Valley Comm Srvs District

Credit Card - Transaction Detail by Account

August 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
OE07 Miscellaneous/Contingency					
08/10/2021	Expense		Family Dollar		141.18
08/30/2021	Expense		Kathy's Miracle Cleaners		57.17
Total for OE07 Miscellaneous/Contingency					\$198.35
OE08 Professional Development					
08/02/2021	Expense		LogMein, Inc.		5.00
08/11/2021	Expense		Shell		120.03
08/12/2021	Expense		China House Restaurant		56.77
08/17/2021	Expense		Shell	Greg	134.19
Total for OE08 Professional Development					\$315.99
OE09 Dues, Certs, Bonds & Subscriptions					
08/24/2021	Expense		AMCA (American Mosquito Control Assn)		675.00
Total for OE09 Dues, Certs, Bonds & Subscriptions					\$675.00
OE10 Uniform Expense					
08/12/2021	Expense		Aramark Uniform Service		264.43
Total for OE10 Uniform Expense					\$264.43
OE11 Electric Power/Water/Sewer					
08/04/2021	Expense		California Waste Recovery Systems		80.68
Total for OE11 Electric Power/Water/Sewer					\$80.68
OE12 Telephone					
08/02/2021	Expense		Verizon Wireless		181.18
08/12/2021	Expense		CalTel Communications		381.03
Total for OE12 Telephone					\$562.21
OE14 Office Supplies/Postage					
08/01/2021	Expense		Staples		110.96
08/09/2021	Expense		USPS		27.84
08/10/2021	Expense		Microsoft Office		12.50
08/11/2021	Expense		Microsoft Office		12.50
08/13/2021	Expense		UPS Store		69.80
08/13/2021	Expense		USPS		22.00
Total for OE14 Office Supplies/Postage					\$255.60
OE15 Office Equipment Repair/Replace					
08/23/2021	Expense		Comphel Heating and Air		6,120.00
Total for OE15 Office Equipment Repair/Replace					\$6,120.00
Total for AE Administrative Expenses					\$10,820.65
OE Operational Expenses					
OE18 Common Areas					
OE17 Streets/Sidewalks/Lighting Maint & Repair					
08/05/2021	Expense		Sonora Lumber Company		715.44
Total for OE17 Streets/Sidewalks/Lighting Maint & Repair					\$715.44
OE18-1 Landscape Supplies					
08/12/2021	Expense		Hughson Farm Supply		219.42
08/18/2021	Expense		Ewing		2,497.73
08/20/2021	Expense		Calaveras Lumber		52.77
08/23/2021	Expense		Lowe's		541.57
08/25/2021	Expense		Calaveras Lumber		126.22
08/26/2021	Expense		Young's Copper Ace Hardware		1,406.33
08/30/2021	Expense		Lowe's		1,061.17
Total for OE18-1 Landscape Supplies					\$5,905.21
OE18-4 Landscape Equip Repair/Replace					
08/01/2021	Expense		Tractor Supply Co.		172.38

Copper Valley Comm Svcs District

Credit Card - Transaction Detail by Account

August 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Total for OE18-4 Landscape Equip Repair/Replace					\$172.38
Total for OE18 Common Areas					\$6,793.03
OE22 Mosquito Abatement Expense					
OE22-2 Mosquito Abatement Monitor/Test					
08/18/2021	Expense		J.Milano Co., Inc.		456.49
08/19/2021	Expense		Tractor Supply Co.		68.48
Total for OE22-2 Mosquito Abatement Monitor/Test					\$524.97
OE22-4 Mosquito Abatement Equip Maint					
08/20/2021	Expense		O'Reilly Auto Parts		63.52
08/23/2021	Expense		Tractor Supply Co.		85.77
08/23/2021	Expense		Sonora Airco Gas & Gear		53.61
Total for OE22-4 Mosquito Abatement Equip Maint					\$202.90
Total for OE22 Mosquito Abatement Expense					\$727.87
Total for OE Operational Expenses					\$7,520.90
Total for 1SS SERVICES & SUPPLIES					\$18,341.55
3EO EQUIPMENT OUTLAY					
CO04 Shop/Grounds Equipment					
08/06/2021	Expense		BG Agri Sales and Service	Spray Trailer	5,620.62
Total for CO04 Shop/Grounds Equipment					\$5,620.62
Total for 3EO EQUIPMENT OUTLAY					\$5,620.62
Total for TE TOTAL EXPENSES					\$23,962.17



COPPER VALLEY COMMUNITY SERVICES DISTRICT

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

LOCATION:1001 SADDLE CREEK DRIVE, COPPEROPOLIS

August 17, 2021

2:00 PM

1. **CALL TO ORDER** Meeting called to order at 2:01pm
2. **ROLL CALL** President Hoffman, Vice President Albertson, Director DeBaldo, Director Baker, Director Golden, General Manager Kampa, Office Manager McCutchen, Site Manager Hebard
3. **PLEDGE OF ALLEGIANCE**
4. **CHANGES TO ORDER OF AGENDA** None
5. **PUBLIC COMMENT**
6. **CONSENT CALENDAR**
 - a) Review of monthly financial report, approval of bills and claims for the month of July 2021.
 - b) Approval of the minutes from the Regular Board Meeting held July 20, 2021

Motion made by Director Golden to approve the consent calendar, second made by Vice President Albertson. Motion passes unanimously.
7. **DISCUSSION AND ACTION ITEMS**
 - a) Review and Acceptance of the Pavement Preventative Maintenance Program Prepared by Willdan Presentation made to the board by Peter Rei from Wildan Engineering and the Board accepted the report by consensus.
 - b) Review of options and direction regarding the selection of a consulting District Engineer. To expedite the process of engineering review of the Quail Creek development, General Manager Kampa was directed by the Board to execute the District's standard consulting services agreement with Gritz Engineering with the hourly rate billing schedule attached, and return for Board ratification in September.
 - c) Status update report regarding transfer of ownership of the water truck and CVCSO Office Building from Copper Valley Partners to the District. Kampa and McCutchen reported that there continues to be a lack of responsiveness on the part of CV Partners in completing the paperwork for the office, but it is expected to be completed soon. The water truck has been determined to be out of compliance with CARB requirements and will be junked and sold out of state. Estimates will be received for a replacement truck.
 - d) Status update on the execution and implementation of a final Plan Check and Construction Inspection Agreement with CV Development Partners, LLC for the Quail Creek development. Kampa conveyed to the Board that after a few weeks of trying to schedule an in person meeting to discuss the Agreement, Fletcher had agreed in writing to sign the agreement and make the deposit, so the meeting was cancelled.
8. **STAFF AND DIRECTOR REPORTS**
 - a) General Managers Report
 - b) Site Managers Report
9. **ADJOURNMENT** Meeting adjourned at 3:42 pm

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 17th day of August, 2021, by and between the COPPER VALLEY COMMUNITY SERVICES DISTRICT, formed and operating pursuant to California Government Code 61000 et seq., hereinafter referred to as “District” and Gritz Consulting hereinafter referred to as “Consultant”.

RECITALS

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

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

WHEREAS, the performance of such services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, District and Consultant agree as follows:

1. **Scope of Work.** District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A attached hereto and incorporated herein. The Work is generally described as follows: General engineering review and services related to District roads, facilities and related infrastructure; assistance with design review, inspection and acceptance of developer constructed infrastructure.

Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field.

2. **Payment.** In exchange for the Work, District shall pay to Consultant a fee based on Consultant’s actual time and material necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached hereto as Exhibit B and incorporated herein.

At the end of each month and upon completion of the work, Consultant shall submit to District an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work by Task, if applicable. If the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by District.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work to the satisfaction of District unless sooner terminated as provided below. On assignment of each Task, Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

B. Time is of the essence in this Agreement.

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

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

4. **Default by Consultant.** If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

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

7. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless Client, and its officers, employees, volunteers and agents from and against liability, losses, claims, and damages, resulting from:

(1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's agents or employees; or (2) any negligent act or omission of Consultant, or Consultant's agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification shall not include any claim arising from the negligence or willful misconduct of the Client or its employees or agents and shall only be applicable to the extent, or proportion that the Consultant's act or omission contributed to liability, loss, claim or damage. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

8. **Insurance.**

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

CVCSO Consulting Services Agreement
Gritz Engineering

<u>Type</u>	<u>Limits</u>
Commercial Public Liability	\$1,000,000 per occurrence
Property Damage and Automobile Liability	\$1,000,000 per accident
Workers' Compensation	statutory limits
Employers' Liability	\$1,000,000 per accident

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

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

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

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

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

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

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

CVCS D Consulting Services Agreement
Gritz Engineering

10. **Entire Agreement.** This writing and the documents incorporated herein by reference as Exhibit A, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

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

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

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

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

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

District: Copper Valley Community Services District

Attention: Peter Kampa, GM

Consultant:

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

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

(Signatures on Following Page)

COPPER VALLEY COMMUNITY SERVICES DISTRICT

By: _____

Name

Title

CONSULTANT

By: _____

Name

Title

APPROVED AS TO FORM

By: _____

Name

COPPER VALLEY COMMUNITY SERVICES DISTRICT
GRITZ CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF WORK

Consultant shall serve as District Engineer and representative of the District as an independent contractor. Gritz will provide general engineering services to the District on an as-needed basis and by Task Order for a multitude of projects as assigned by the General Manager. Each Task Order must be signed by both parties, and will generally describe the requested work, priority level and preferred schedule for start and completion. Task Orders may contain an estimated “not to exceed unless approved by the GM” cost. Task Orders initially expected include:

1. CV Saddle Creek, LLC Quail Creek residential development construction plan review and approval, construction inspection and related documentation, developer and contractor communication and coordination, reporting to District and its Board, preparation of final documentation and recommendations for District acceptance of developer constructed infrastructure
2. Review of easements, prior infrastructure acceptance documentation, operating plans and agreements, permits and approvals for the purpose of providing assistance with development of a final site plan as detailed in the Interim Operating Agreement with Copper Valley Partners.
3. Assistance with finalization and implementation of the District encroachment permitting process, review, preparation and approval of encroachment permits and related inspections if needed.

GL Gritz Engineering

R.C.E. C 55600

20189 Gibbs Drive ♦ Sonora ♦ California ♦ 95370

(209) 770-2853; email: glgritzengineering@sbcglobal.net

2021 Standard Fee Schedule

Effective January 01, 2021

General Office / Clerical.....	\$120 per hour
Civil Engineer	\$180 per hour
Civil Engineer Project Management.....	\$200 per hour
Principal.....	\$250 per hour

RESOLUTION __, 2021

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COPPER VALLEY
COMMUNITY SERVICES DISTRICT APPROVING AGREEMENT WITH GRITZ
ENGINEERING FOR GENERAL ENGINEERING SERVICES**

WHEREAS, the Copper Valley Community Services District (District) desires to secure the services of a qualified consulting engineer to serve as District Engineer and provide the District with ongoing technical assistance; and

WHEREAS, Gritz Engineering is a qualified and experienced engineering firm, and has expressed interest in serving the District in the capacity of District Engineer for a variety of assignments.

NOW, THEREFORE, BE IT RESOLVED that the agreement with Gritz Engineering is approved and effective August 17, 2021.

PASSED AND ADOPTED by the Board of Directors of the Copper Valley Community Services District on September 21, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Larry Hoffman, President

Peter Kampa, Board Secretary

Board of Directors

COVID-19 Relief Funding for INDEPENDENT Special Districts:

Item 9210-101-0001 of the 2021 Budget Act appropriates \$100 million for the Department of Finance to allocate to Independent Special Districts (ISD), as COVID-19 Relief.

Methodology:

Each qualifying Independent Special District (ISD) that applies for relief will receive a prorated share of the Relief funding, with each ISD's share based on its proportionate share of unanticipated costs during the period of March 4, 2020 to June 15, 2021, and revenue loss due to the COVID-19 public health emergency during the FY2020/2021, as reported by the ISD to the Department of Finance (DOF).

Application and Data:

1. The application portal is to be available on DOF website on the week of September 27, 2021.
2. Tentatively, the applications are accepted until 5:00 pm October 15, 2021
3. Applicant districts shall self-attest to the accuracy of all data and information reported to DOF.

Distribution Time-line: Tentatively

(a) DOF will notify the ISD's allocation amount in each County to State Controller (SCO) and provide a distribution schedule to each County by the week of November 8, 2021;

(b) SCO would disburse a lump-sum amount to each County Auditor-Controller for distribution by the week of December 6, 2021;

(c) The County Auditor-Controller is required to distribute the received lump-sum to County ISDs, using the schedule provide by DOF, before or by the end of the week of January 3, 2022 .

If you have any questions, please contact Chris Hill Chris.Hill@dof.ca.gov and Brittany Thompson Brittany.Thompson@dof.ca.gov.