



ENGINEERING COMMITTEE

AGENDA

Committee Meeting:
Tuesday, July 9, 2019
2:00 PM (Board Room)

Calaveras County Water District
120 Toma Court / P.O. Box 846
San Andreas, California 95249

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at (209) 754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility for this meeting. Any documents that are made available to the Committee before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for public review.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **PUBLIC COMMENT**

At this time, members of the public may address the Committee on any non-agendized items. The public is encouraged to work through staff to place items on the agenda for consideration by the Committee. Comments are limited to three (3) minutes per person.

2.* **APPROVAL OF MINUTES**

- Date of Prior Minutes May 2, 2019

3.* **NEW BUSINESS**

3a Presentation / Discussion Regarding Gold Creek Estates Unit 3 Water and Wastewater Facilities Agreement
(Charles Palmer, District Engineer)

3b Presentation / Discussion of Copper Town Square- Historical Record of Existing and Future Alternatives for Water and Wastewater Service
(Charles Palmer, District Engineer)

4. **OLD BUSINESS**

Nothing to report

5. **FUTURE AGENDA ITEMS**

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6. **NEXT COMMITTEE MEETING**

Tentatively Scheduled for Tuesday, August 6, 2019 at 2:00 p.m.

7. **ADJOURNMENT**

*Paperwork included in package

CCWD ENGINEERING COMMITTEE
CALAVERAS COUNTY WATER DISTRICT
May 2, 2019

The Engineering Committee of CALAVERAS COUNTY WATER DISTRICT met at the CCWD Offices in San Andreas, California, at approximately 2:00 p.m.

The following Directors/Committee Members were present:

Jeff Davidson
Russ Thomas

Also present:

Michael Minkler
Charles Palmer
Robbie Creamer
Damon Wyckoff
Vickey Mills
Michael Evans
John Faust
Kathy Gallino
Alesia Danner

General Manager
District Engineer
Engineering Analyst
Director of Operations

DeNova Homes Inc.

Calaveras County Economic Development
Administrative Technician

1. PUBLIC COMMENT:
There was no public comment.

2. APPROVAL OF MINUTES:

The March 5, 2019 Minutes were approved as presented by a motion from Director Thomas, and seconded by Director Davidson.

3. NEW BUSINESS:

3a Pacific Gas and Electric's (PG&E's) Public Safety Power Shutoff Program and Power and Reliability Changes
(Damon Wyckoff, Director of Operations)

Mr. Wyckoff discussed the PG&E power shutoff program and how it could affect CCWD operations. Discussion followed on generator capacity for multi-day shutdowns and how it would be handled with fuel efficiency and possible mobile generators. This topic

will also be discussed at the next Quarterly Utilities Coordination meeting to work with other utilities as a group effort for preparedness. Additional details will be presented to the Board as they become available.

4. OLD BUSINESS:

- 4a Presentation / Discussion of Update on Meter Sizing for Residential Fire Sprinklers (Charles Palmer, District Engineer)

Mr. Palmer provided a slideshow presentation on the ESFU comparisons of a 5/8" meter to a 1" meter relative to capacity. Capacity fees are based on the CCWD Master Plan and Standards. Parameters of usage need to be determined for each SFU that receives a 1" meter and create a flexible rate structure per requirement. New Draft policy to be written and provided to Board for review and discussion at the next Board of Directors meeting.

Director Thomas stated that there is no requirement to replace all current meters to 1" meters. This requirement is for new construction only.

Director Davidson requested staff to provide a new policy that states the rates/meter size, to change current language from showing our monthly rates are tied to the meter size and to rewrite or add a new class billing.

Public comment was received from Michael Evans of DeNova Homes and Kathy Gallino of Calaveras County Economic Development

5. FUTURE AGENDA ITEMS:

6. NEXT MEETING

Tentatively scheduled for Tuesday, June 4, 2019 @ 2:00 p.m.

7. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 2:52 p.m.

Respectfully submitted,

Alesia Danner
Administrative Technician

Agenda Item

DATE: July 9, 2019

TO: Engineering Committee

FROM: Charles Palmer, District Engineer

SUBJECT: Presentation / Discussion of Gold Creek Estates Unit 3, Water and Wastewater Service Facilities Agreement

SUMMARY:

As currently being developed by OLD GOLDEN OAKS, LLC, GOLD CREEK ESTATES UNIT 3 consists of 171 single-family residential parcels for which a Final Subdivision Tract Map No.417 was recorded on September 21, 2007. A prior facilities agreement issued by the District on March 22, 2005, expired several years ago. In reply to a new application submitted by OLD GOLDEN OAKS, LLC, the District issued a new concept approval for GOLD CREEK ESTATES UNIT 3 on May 16, 2019. The next steps in the normal procedures requires a new facilities agreement with OLD GOLDEN OAKS, LLC to provide water and wastewater service to the project, and then the District's subsequent review and approval of the water and sewer utility plans prior to starting construction.

At this time, the District is presenting the attached hereto "non-standard" facilities agreement for review and discussion by the Engineering Committee. Said agreement is the District's standard boilerplate form except as called for under Paragraph 7 the Determination of System Impacts are presented in Attachment 'B' to the agreement, which will be presented to the Board of Directors for approval on July 10, 2019.

The "non-standard" provisions of this contract are as follows:

- i. OWNER will relocate the existing sewer force main along the southern edge of the subdivision due to new earthwork covering the force main and to avoid crossing through individual lots. The force main is to be relocated to a new dedicated public utility easement (PUE) or exclusive utility easement granted to the DISTRICT that provides unobstructed access. OWNER will provided an all-weather access road centered along the new easement and force main alignment.
- ii. OWNER will identify and correct all sewer collection system deficiencies from the new point of connection at Gold Creek Unit 3 to the Huckleberry lift station and contribute to renovations to Huckleberry lift station for its reliability. In lieu of this requirement, OWNER may construct a new regional or local lift station and force

main to serve Gold Creek Unit 3 and adjacent future developments. OWNER is to provide for review and approval by District, an engineering report prepared by a licensed civil engineer verifying capacity of the subject sewer facilities.

- iii. OWNER will prepare plans and specifications for review and approval by the DISTRICT for construction of the above mitigation projects. OWNER will prepare and record all easements and right of way documents to be dedicated to DISTRICT for sewer force mains and lift stations.
- iv. All improvement must be made contemporaneously with the subdivision improvement plans and construction. If OWNER desires to postpone construction of any of the above improvements, DISTRICT will provide a cost estimate that OWNER will be obligated to post performance and payment bonds in that amount from a valid surety to ensure completion of and payment for said improvements by OWNER.
- v. For existing capital improvements directly serving and benefiting the PROJECT for which no prior contribution was made and not accounted for by current capacity fees, the OWNER shall reimburse the DISTRICT for a proportional amount of said project costs as follows:

PROJECT DESCRIPTION	COST SHARE
La Contenta Lower Dam, CIP #15013, Aug. 29, 2002, Cost: \$1,319,186	\$128,903
La Contenta WWTP / Phase 2A, CIP #15027, Nov. 14, 2007, Cost: \$1,742,300	\$170,248
TOTAL	\$299,930

FINANCIAL CONSIDERATIONS:

OLD GOLDEN OAKS, LLC will be required to mitigate all system impacts and/or pay impact fees assessed by the District. In addition, the standard water and wastewater capacity fees will be paid separately for each of the individual 171 parcels, which will include applicable reduced fees for parcels within AD 604.

WATER AND WASTEWATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed on July ____, 2019, by and between the **CALAVERAS COUNTY WATER DISTRICT**, a County Water District organized pursuant to Water Code §§ 30000 *et seq.*, hereinafter called DISTRICT, and **OLD GOLDEN OAKS, LLC**, a California corporation, hereinafter called OWNER.

WHEREAS, the OWNER has filed with the County of Calaveras a Final Subdivision Tract Map No. 417 recorded September 21, 2007 in the County of Calaveras Subdivision Records for 171 single family residential parcels (Assessor's Parcel Numbers APN 072-060-001 through 051, 072-061-001 through 062 and 073-062-001 through 065), said developed property to be known as **GOLD CREEK ESTATES UNIT 3**, hereinafter called PROJECT. Said Final Map is attached hereto and incorporated herein as **ATTACHMENT 'A'**; and

WHEREAS, OWNER has requested that DISTRICT provide water and wastewater services to the PROJECT, and DISTRICT agrees to provide such services consistent with the terms and conditions set forth herein.

IT IS MUTUALLY AGREED by and between DISTRICT and OWNER as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated by reference.

2. IMPROVEMENT PLAN. Prior to construction of the PROJECT, OWNER shall prepare and submit to DISTRICT for review all design and engineering calculations, plans, specifications, cost estimates, and construction schedules for water and wastewater systems required by DISTRICT to serve the PROJECT. OWNER shall prepare and submit legal property descriptions and public utility easements intended to be dedicated to DISTRICT. Conveyance to the DISTRICT of interests in real property shall be free and clear of encumbrance, liability, or obligation. The foregoing calculations, plans, specifications, cost estimates, schedules, conveyances, and assurances, and any related submissions required by DISTRICT, are hereafter collectively referred to as the "Improvement Plan." The Improvement Plan shall be reviewed by DISTRICT for conformance with DISTRICT Improvement Standards and Standard Construction Specifications (collectively "Improvement Standards") and other DISTRICT rules, as those Improvement Standards and rules may be amended from time to time. Hereafter, where this Agreement references Improvement Standards and other DISTRICT rules, it is understood and agreed that DISTRICT may, at its sole discretion, amend those Improvement Standards and other DISTRICT rules from time to time, and that DISTRICT reserves the right to determine, at its sole discretion, which version of the Improvement Standards and rules apply to the Improvement Plan and Improvement System. The Improvement Plan and/or Improvement System shall be

promptly modified by OWNER to conform to DISTRICT Improvement Standards and other DISTRICT rules, as requested by DISTRICT. DISTRICT shall bear no responsibility for the accuracy or reliability of the Improvement Plan, design, and engineering calculations, plans, specifications, or underlying data.

3. IMPROVEMENT SYSTEM. OWNER shall design, construct, and install, and modify the water and wastewater facilities identified by DISTRICT ("Improvement System") in compliance with the Improvement Plan, Improvement Standards, and other DISTRICT rules, and in compliance with all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the PROJECT. OWNER is solely responsible for ensuring that the Improvement System is in compliance with all applicable legal requirements, including the Improvement Standards and other DISTRICT rules, and DISTRICT shall have no responsibility for same. Once DISTRICT has reviewed the Improvement Plan for conformity with the Improvement Standards and other DISTRICT rules, and the Improvement Plan is "Released for Construction" per Improvement Standards § 2.11.5, OWNER shall at its sole expense construct all facilities and do all other work required by the Improvement Plan and this Agreement.

4. COSTS. OWNER shall pay all costs identified by DISTRICT including, but not limited to, those costs identified in this Agreement. Where "costs," "fees," or "charges," and similar terms are referenced in this Agreement, the use of a particular term may incorporate references to other terms such as, for example, rates, fees, charges, assessments, or other levies by DISTRICT. Regardless of the terminology used, in all instances OWNER is solely responsible for any and all costs associated with the Improvement Plan and Improvement System, and OWNER is solely responsible for full and timely payment of any and all costs identified by DISTRICT.

5. CONVEYANCE TO DISTRICT.

a. Upon completion of construction by OWNER, and final inspection by DISTRICT that confirms construction of the Improvement System conforms to the Improvement Plan, Improvement Standards, and other DISTRICT rules, OWNER shall dedicate the Improvement System and related property as identified in the Improvement Plan (the "Improvement Property") to DISTRICT. Upon the request of OWNER, DISTRICT may, at its sole discretion, allow OWNER to dedicate the Improvement Property incrementally. DISTRICT reserves the right to require a new written Agreement of the parties for different phases of construction, which right DISTRICT may exercise at its sole discretion.

b. DISTRICT will not accept the Improvement Property until such time as the Improvement Plan has been "Released for Construction" by DISTRICT and the Improvement Property is in full compliance with this Agreement, Improvement Standards, and other DISTRICT rules, as required by DISTRICT. Upon completion of the Improvement Property and acceptance by DISTRICT, OWNER shall promptly file a

"Notice of Completion" with the County Recorder and OWNER shall grant, transfer, and assign the entire Improvement Property to DISTRICT free and clear of any and all encumbrance, liability, or obligation. At the time of conveyance, OWNER shall provide to DISTRICT the cost breakdown and total construction cost to OWNER of the water and wastewater systems being transferred to DISTRICT.

c. OWNER covenants, represents, and warrants to DISTRICT as follows: (i) that OWNER owns the Improvement Property in fee simple title; (ii) that OWNER has the full right, power, and authority, without the consent or approval of any other party, to enter into this Agreement, to convey the Improvement Property to DISTRICT, and to perform the obligations on the part of the OWNER to be kept and performed under this Agreement; (iii) that the Improvement Property is now and shall be as of the date of the conveyance of the Improvement Property, free and clear of all liens, encumbrances, and restrictions, including, without limitation, any easements which interfere with OWNER's use, operation, or maintenance of the Improvement Property; (iv) that upon conveyance of the Improvement Property to DISTRICT, no encumbrance, restriction, or easement granted or imposed upon the Improvement Property, whether or not described in this Agreement, shall impair nor restrict any right granted to DISTRICT or derived by DISTRICT under this Agreement. The covenants, warranties, and representations included in this Paragraph 5 shall be deemed remade as of the date of conveyance of the Improvement Property to DISTRICT.

6. DISTRICT OPERATION OF SYSTEM. As long as the Improvement System complies with the Improvement Plan, Improvement Standards, and other DISTRICT rules, and OWNER is current with payments and otherwise in compliance with this Agreement, after acceptance, DISTRICT agrees to operate and maintain the Improvement System and to provide service to the PROJECT via the Improvement System in the manner provided for by law. OWNER acknowledges that availability and quality of water and wastewater service depends on many factors including, but not limited to, hydrologic conditions, infrastructure, staffing, and regulatory limitations; and OWNER understands and agrees that this Agreement does not guarantee or warrant availability or quality of service. Acceptance, operation, or maintenance of the Improvement System by DISTRICT does not relieve OWNER of its indemnification or warranty obligations or other obligations as provided for by this Agreement.

7. DETERMINATION OF SYSTEM IMPACTS. DISTRICT and OWNER acknowledge and understand the obligation of DISTRICT pursuant to California Constitution, Article XIIIID, Water Code §§ 30000 *et seq.*, Government Code § 66013 and other authorities, to fairly allocate costs and benefits by determining and properly allocating to OWNER the cost of mitigating the impacts of the Project on DISTRICT's system and resources. In accordance with said understanding, the parties hereto further agree as follows:

a. DISTRICT has determined that there are impact costs as set forth in **ATTACHMENT 'B'** attached hereto and incorporated herein by reference. DISTRICT

reserves the right to amend its determination of these costs for good cause at any time before dedication of the Improvement System is accepted by DISTRICT.

b. This Agreement when presented to OWNER for execution is notice of determination of impact costs. Execution of this Agreement by OWNER without protest constitutes acceptance and approval of said impact costs and is a complete waiver of protest or any other challenge to the validity of said costs.

c. OWNER agrees that the determination, allocation, and imposition of impact costs payable by OWNER as set forth in **ATTACHMENT 'B'** are matters of binding contract as memorialized in this Agreement, pursuant to arms-length negotiation between DISTRICT and OWNER.

d. OWNER agrees to timely pay the cost obligations as set forth in **ATTACHMENT 'B'**. In the absence of timely payment by OWNER, DISTRICT reserves the right to enforce the terms of bonds or other assurance, to suspend any or all DISTRICT performance under this Agreement, and to take any other action that DISTRICT, at its sole discretion, deems appropriate, including, but not limited to, suspension of Improvement Plan processing and/or prohibition of Project construction where such construction would create a demand for **water and wastewater** services.

e. Payment of costs by OWNER does not relieve successors in interest of the obligation to pay other DISTRICT charges, including, but not limited to, **water and wastewater** rates, administrative fees, connection fees, and capacity charges.

f. If lump-sum OWNER impact costs are not adequate to construct necessary improvements, OWNER shall be required to provide additional funding or construct necessary additional facilities subject to approval of DISTRICT's Board of Directors. Additional funding or construction shall be the subject of a supplemental written contract by the parties hereto and bonding and/or other assurances to be provided by OWNER. OWNER shall be solely responsible to make additional payments.

8. WARRANTY. OWNER warrants that the Improvement System and the work performed on it shall be free of defects for a period of **TWO (2) YEARS** after final acceptance by DISTRICT ("warranty period"). During the warranty period, at DISTRICT's request and sole discretion, OWNER shall fully repair or replace any defective installation or other deficiency at no cost to DISTRICT. Warranty work shall be performed within three (3) business days of notice by DISTRICT that such work is required. DISTRICT shall be entitled to allow extensions of this three (3) day period to accommodate delays not within the control of OWNER, without waiving any protections or benefits of the warranty provided herein. Upon completion of the warranty work, OWNER shall promptly provide written notification to DISTRICT of: (1) the specific warranty work completed; and (2) the date the warranty work was completed.

If DISTRICT requests warranty work on any aspect(s) or component(s) of the Improvement System, OWNER understands and agrees that the warranty period for the entire Improvement System shall be automatically extended for an additional **TWO (2) YEARS**. This extended warranty shall begin on the date that the warranty work is completed. OWNER shall provide DISTRICT with a rider to the warranty guarantee or other form of proof of warranty extension.

This section shall not waive any other rights or remedies available to DISTRICT under this Agreement or applicable law.

9. IMPROVEMENT DISTRICTS. DISTRICT operates, maintains, and provides water and wastewater service facilities to portions of Calaveras County; specifically, DISTRICT operates, maintains, and provides water and wastewater service facilities to properties in the vicinity of said PROJECT by and through DISTRICT's **Jenny Lind Water Improvement District No. 6, Copper Cove / La Contenta Sewer Improvement District No. 8s, and New Hogan / La Contenta Sewer and Water Assessment District No.604**. When the Improvement System has been completed and transferred to DISTRICT for operation and maintenance, the Improvement System and PROJECT shall be governed in all respects like an Improvement District as provided by the applicable laws of the State of California and DISTRICT rules.

10. NO WAIVER. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed to be a waiver with respect to any subsequent default or matter.

11. SUCCESSORS IN INTEREST. The rights and obligations under this Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto; however, except for the sale of lots in the ordinary course of business, OWNER shall not assign or transfer (by operation of law or otherwise) their interest(s) or any part thereof without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld.

12. SECURITY. Upon request by DISTRICT'S General Manager, OWNER shall promptly execute and deliver to DISTRICT, or other appropriate authority as designated by DISTRICT, a faithful performance bond in an amount and form acceptable to DISTRICT. Said bond will be released by DISTRICT in whole or in part upon acceptance of the Improvement System by DISTRICT and upon receipt of a written statement from OWNER confirming payment of all persons furnishing labor and materials in the performance of the work. Alternative forms of security may be accepted at the sole discretion with prior approval of DISTRICT'S General Manager. The determination of whether security is required shall be at the sole discretion of DISTRICT'S General Manager.

13. INSURANCE. At all times during performance of the work called for herein, OWNER shall maintain, and shall require all contractors engaged to perform work on the Improvement System to maintain, a separate policy or policies of insurance in forms, types and amounts acceptable to DISTRICT'S General Manager. All policies shall name DISTRICT as additional insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by DISTRICT and that the insurance of the additional insured shall not be called upon to contribute to any loss.

14. INDEMNITY. OWNER agrees, to the fullest extent permitted by law, to accept all responsibility for injury (including death), loss, or damage to any person or entity, or damage to property or natural resources that arises out of, occurs in or connection with, or results from the Improvement Plan or the Improvement System or any actions undertaken pursuant to this Agreement. OWNER shall indemnify, hold harmless, release, and defend DISTRICT, its Directors, officers, employees, agents, contractors, and authorized volunteers from and against any and all liability, demands, payment, actions, claims, damages, disabilities, or expenses arising in any way from acts or omissions related to the design, construction, operation, maintenance, repair, or replacement of the Improvement Plan and Improvement System called for by this Agreement, or resulting directly or indirectly from the breach of the covenants, warranties, and representations included in Paragraph 5 of this Agreement. OWNER shall defend with counsel of DISTRICT'S choice. The foregoing obligations shall not be affected by any determination by DISTRICT that the Improvement System or Improvement Plan complies with the Improvement Standards and other DISTRICT rules. The foregoing obligations are not limited in any way by the financial viability of the PROJECT or by any limitation on the amount or type of damages or compensation payable to or for OWNER or its agent(s) under insurance, Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

OWNER agrees to include the following clause in all contracts with construction contractors, equipment, or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no action against DISTRICT, its Directors, officers, employees, agents, contractors, or authorized volunteers for any claim arising out of, in connection with, or resulting from the Improvement Plan or the Improvement System or actions undertaken pursuant to this Agreement."

This section shall not be deemed to require OWNER to indemnify DISTRICT against liability for damage or loss arising from the sole negligence or willful misconduct of DISTRICT, its Directors, officers, employees, agents, contractors, or authorized volunteers, or damage or loss arising from the active negligence of DISTRICT.

15. DISCLOSURE OF FEES TO BUYERS. OWNER agrees to disclose to all buyers of PROJECT lots the existence of, and obligation of buyers to pay as conditions of water and wastewater service, any and all DISTRICT fees, including, specifically and without limitation, water and wastewater rates, connection fees, capacity charges, impact costs, and the annual benefit assessment described herein. When the amounts of said fees have been determined by DISTRICT, OWNER shall disclose said amounts to buyers and note in the disclosure that protest or challenge of the fees identified in this Agreement for addressing PROJECT impacts has been waived by OWNER as predecessor in interest to the buyers. DISTRICT's fees are subject to change from time to time in order to reflect actual costs of providing service.

16. ATTORNEYS' FEES. If either Party brings any action to enforce this Agreement, or for the breach thereof, the losing Party shall pay the prevailing Party's costs and reasonable attorneys' fees. Such action shall be brought and tried in Calaveras County, California.

17. DISTRICT COSTS / OWNER LIABILITY.

a. OWNER shall pay within thirty (30) days of billing all costs incidental to DISTRICT's review of calculations, plans, specifications, cost estimates, property descriptions, rights-of-way, permits, and other aspects of the Improvement Plan and Improvement System and shall pay all costs incidental to the construction, inspection, permits, licenses, bonds, administration as required for completion and acceptance of the PROJECT. DISTRICT reserves the right to review Improvement Plans and related documents as many times as necessary for conformance with the Improvement Standards and other DISTRICT rules, and OWNER acknowledges that it will pay invoices for same as specified below. In addition, DISTRICT reserves the right to conduct the number of inspections deemed necessary to ensure the proper installation of Improvement System facilities, and OWNER acknowledges that it will pay invoices for same as specified below.

b. Prior to Improvement Plan review, checking, and construction of the Improvement System, OWNER shall deposit Plan Checking and Inspection Deposits with DISTRICT in accordance with DISTRICT's Improvement Standards. Unless payment in advance is required by DISTRICT, OWNER also agrees to pay within thirty (30) days after receipt of billing all DISTRICT fees associated with review of the Improvement Plans and inspection of the Improvement System. DISTRICT may contract with an engineering firm to provide inspection, testing, or other services and charge the direct billings plus ten percent (10%) for DISTRICT's overhead. DISTRICT's personnel will be charged out at the rate of direct time (based on salary x 2.5), plus expenses, such as mileage, soil testing, etc., as required for completion and acceptance of the PROJECT.

c. In the event OWNER fails to pay DISTRICT costs associated with the review of Improvement Plans and inspection of the Improvement System in a timely

manner, review of the Improvement Plans and inspection of the Improvement System will be stopped. DISTRICT will not accept construction work that has not been inspected.

d. Any Improvement System facilities installed without being inspected by DISTRICT will be automatically rejected and will be required to be re-installed in the presence of a DISTRICT inspector, at OWNER's sole expense.

e. Section 2661 of DISTRICT's 2009 Standard Specifications, relative to closed circuit television inspection (TV inspection) of the sewer pipeline system (conducted prior to acceptance and prior to expiration of two-year warranty period, and any extensions thereof) currently allows DISTRICT to require OWNER to submit a retainer for said TV inspection and authorizes DISTRICT to invoice OWNER for expenses exceeding the retainer. DISTRICT is proceeding to amend various policies and rules relative to TV inspection and authorization to invoice OWNER for said TV inspection. **UPON EXECUTION OF THIS AGREEMENT, REGARDLESS OF WHETHER SECTION 2661 HAS BEEN AMENDED, OWNER HEREBY GUARANTEES TIMELY PAYMENT OF RETAINER AND/OR CHARGES PERTAINING TO TV INSPECTION AS REQUIRED BY DISTRICT'S GENERAL MANAGER.**

f. The foregoing paragraphs shall not waive any other rights or remedies available to DISTRICT under this Agreement or applicable law.

18. WATER AND WASTEWATER FEES. Water and wastewater connection, capacity, monthly service, and account establishment fees are due and payable at the time service is requested. OWNER is advised to confirm these fees with DISTRICT's Customer Service Department. DISTRICT reserves the right to establish new fees or modify existing fees from time to time, at its sole discretion.

In addition to the above fees, any fees allocated to individual lot developers are due and payable at the time service is requested.

Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT, and service will not be provided until all fees are paid in full. Service connections to commercial establishments shall not be made until the type of business or establishment is declared to DISTRICT and all applicable fees are paid.

19. CALIFORNIA ENVIRONMENTAL QUALITY ACT / RESPONSIBLE AGENCY. The County of Calaveras acts as lead agency for development projects within the County, including the PROJECT for which either a negative declaration, mitigated negative declaration, or environmental impact report has been prepared by OWNER, and which constitutes CEQA review of the PROJECT. DISTRICT shall review the CEQA documentation as a Responsible Agency prior to determining whether or not the

Improvement System will be "Released for Construction." OWNER shall pay the cost of such review and any associated environmental and filing fees within thirty (30) days of billing by DISTRICT, and shall ensure implementation of any mitigation measures required by DISTRICT. If additional CEQA or other environmental review by DISTRICT becomes appropriate, OWNER shall pay any and all costs associated with such review within thirty (30) days of billing by DISTRICT.

20. OWNER DILIGENCE REQUIREMENTS / TERMINATION OF DISTRICT OBLIGATIONS. DISTRICT and OWNER agree that, to facilitate orderly planning and for other DISTRICT purposes, it is intended that the Improvement System and PROJECT be diligently pursued by OWNER. Accordingly, OWNER agrees to submit the Improvement Plan required by this Agreement to DISTRICT within **TWO (2) YEARS** of the date of execution of this Agreement by both Parties, and to promptly make any changes necessary to ensure the Improvement Plan conforms with the Improvement Standards and other DISTRICT rules. After an Improvement Plan is "Released for Construction," the timeline for commencing and completing construction of the Improvement System is governed by the Improvement Standards and other DISTRICT rules.

If OWNER does not submit and DISTRICT does not "Release for Construction" the Improvement Plan within **TWO (2) YEARS** of the date of execution of this Agreement by both Parties, or commence or complete construction of the Improvement System within the timelines specified above, **any and all rights of OWNER and obligations of DISTRICT to provide water and wastewater service under this Agreement shall immediately terminate.** OWNER shall remain responsible for timely payment of any and all costs identified by DISTRICT. At the request of OWNER, DISTRICT may, at its sole discretion, extend this Agreement for a specified period of time, on terms required by DISTRICT. Such extension shall be in writing and signed by both Parties.

21. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement of the Parties. Specifically, and without limitation, DISTRICT's Concept Review Approval is not an Agreement of the Parties and may not be relied upon by OWNER for any purpose. The Improvement System and PROJECT may be built only under the terms of this Agreement and pursuant to an Improvement Plan "Released for Construction" by DISTRICT. This instrument may not be changed orally. It may only be changed in writing signed by the Party(ies) against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. The Parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This Agreement applies only to the facilities included in the Improvement Plan provided for herein, as "Released for Construction" by DISTRICT. After an Improvement Plan is "Released for Construction," any future additions, extensions, or modifications to the Improvement System identified in the Improvement Plan shall be covered by a separate written Agreement.

25. REVIEW BY COUNSEL. It is agreed and acknowledged by OWNER and DISTRICT that the provisions of this Agreement have been arrived at through negotiation and that OWNER and DISTRICT have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

26. CAPTIONS. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

27. NO JOINT VENTURE. Nothing in this Agreement will be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability between the Parties.

28. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third Parties.

29. TERM OF AGREEMENT. This Agreement shall be deemed to be fully performed only upon expiration of any and all warranty periods applicable to the Improvement System and PROJECT pursuant to Paragraph 8 above, except that the disclosure obligations set forth in Paragraph 16 above shall continue to apply beyond expiration of any and all warranty periods.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Approved by DISTRICT'S Board of Director's by Resolution No. 2019-_____ on _____, 2019.

DISTRICT

CALAVERAS COUNTY WATER DISTRICT

Michael Minkler
General Manager

ATTEST:

Rebecca Hitchcock
Clerk to the Board

OWNER

OLD GOLDEN OAKS, LLC.

_____ (Signature)

Ryan Voorhees _____ (Name/Print)

Managing Member _____ (Title)

SIGNATURES MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT
Civil Code § 1189

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

State of California)

County of _____)

On _____, before me, _____, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: _____

ALL-PURPOSE ACKNOWLEDGMENT
Civil Code § 1189

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

State of California)

County of _____)

On _____, before me, _____, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

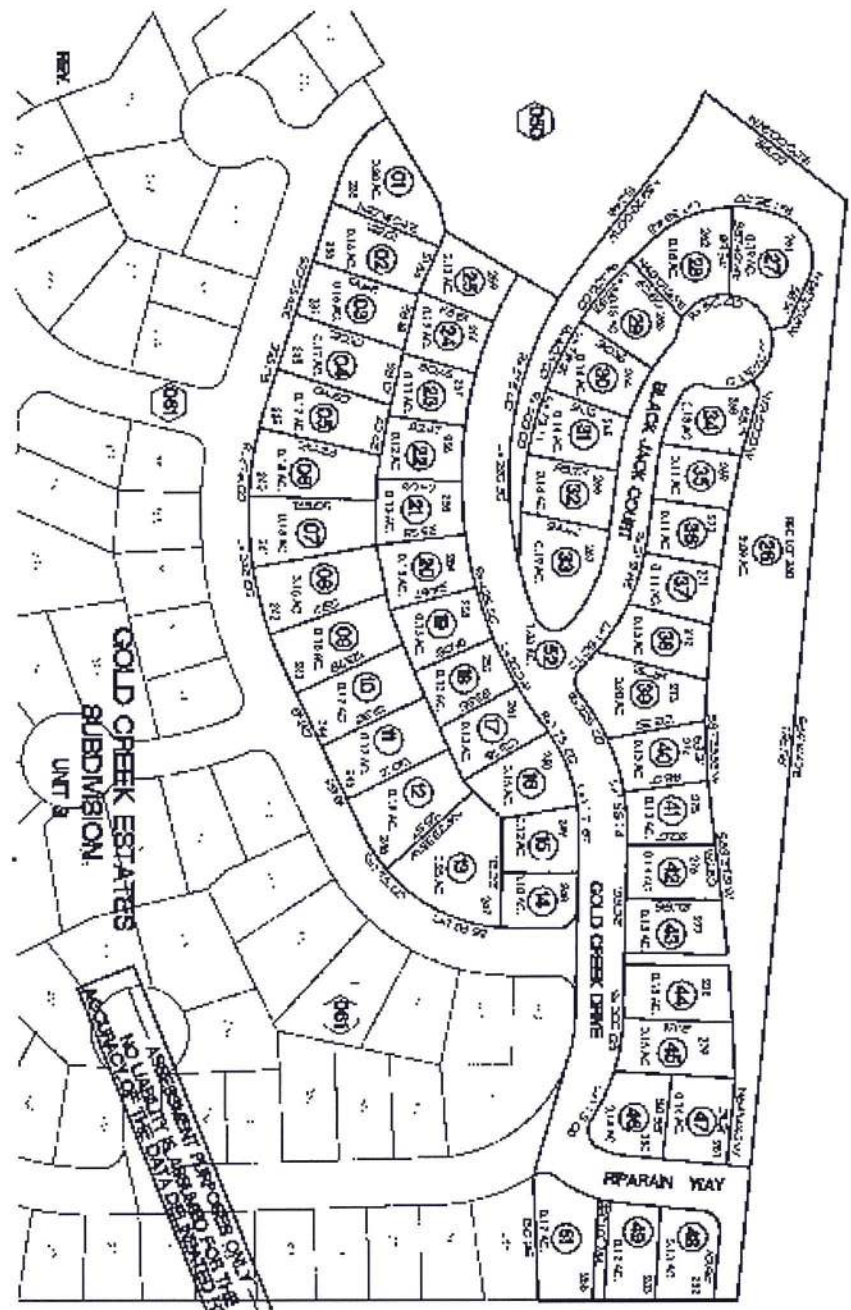
Signature: _____

ATTACHMENT 'A'

T. 4N, R. 10E M.D.M. POR. SEC. 25

TAX AREA CODE 051-142

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001



CALVERTAS COUNTY
ASSESSOR'S MAPS
BOOK 73 PAGE 060

Attachment A

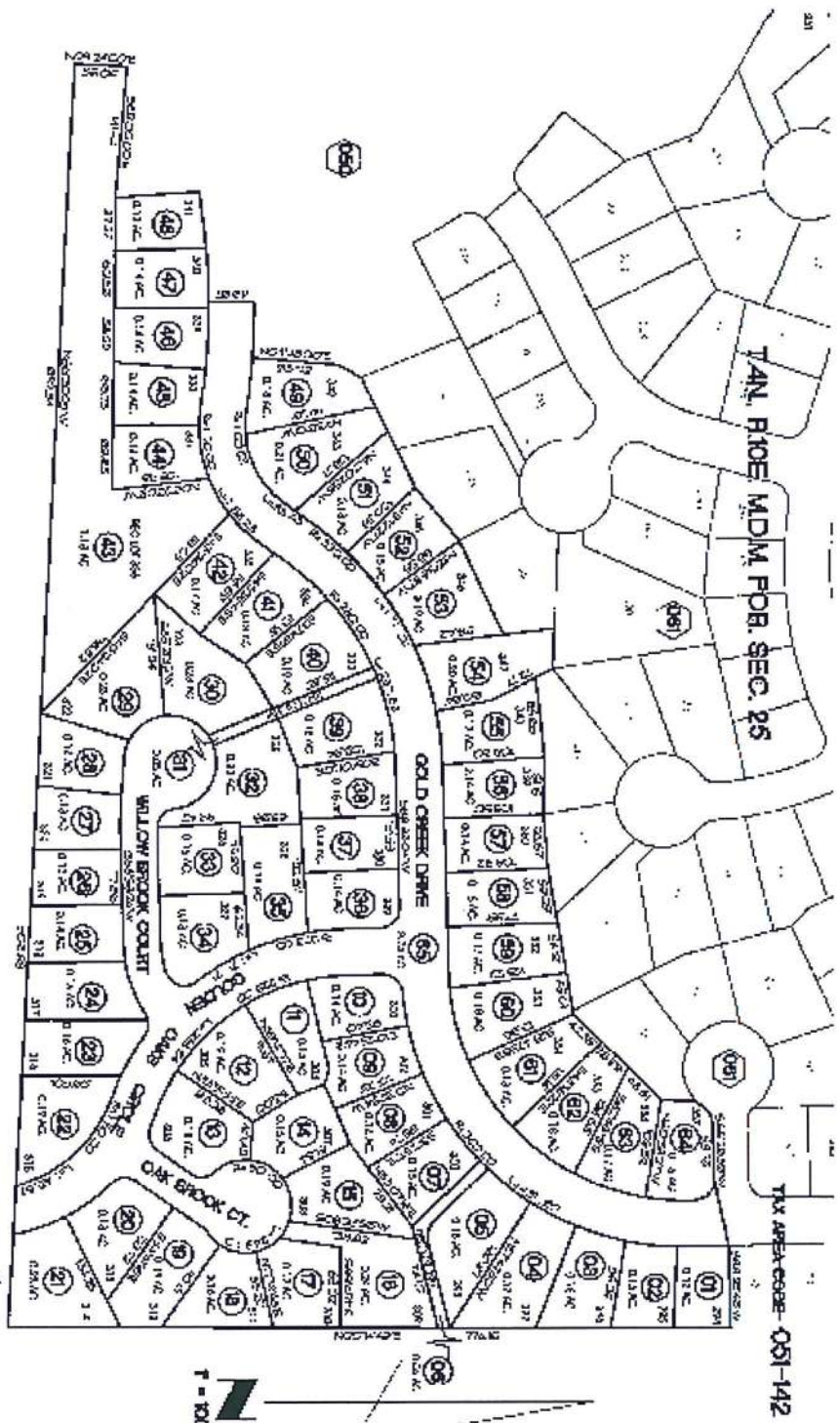
Sheet 1 of 3

GOLD CREEK ESTATES
SUBDIVISION
UNIT 2

ASSESSMENT PARCEL ONLY
NO UNIT 1 & AREA BOUND FOR THE
MORNING

1" = 100'

042



BEAR

ASSESSMENT PURPOSES ONLY
 NO LIABILITY IS ASSUMED FOR THE
 ACCURACY OF THE DATA OR DEDUCTIONS
 HEREON

CALAVERTAS COUNTY
 ASSESSOR'S MAPS
 BOOK 73 PAGE 62

Attachment A

Sheet 3 of 3

GOLD CREEK ESTATES
 SUBDIVISION
 UNIT 3

TAX AREA CODE - 001-142

ATTACHMENT 'B' SYSTEM IMPACTS

Prior to acceptance by DISTRICT, OWNER must mitigate system impacts listed below and/or pay equivalent impact costs as determined by the DISTRICT:

- i. OWNER will relocate the existing sewer force main along the southern edge of the subdivision due to new earthwork covering the force main and to avoid crossing through individual lots. The force main is to be relocated to a new dedicated public utility easement (PUE) or exclusive utility easement granted to the DISTRICT that provides unobstructed access. OWNER will provided an all-weather access road centered along the new easement and force main alignment.
- ii. OWNER will identify and correct all sewer collection system deficiencies from the new point of connection at Gold Creek Unit 3 to the Huckleberry lift station and contribute to renovations to Huckleberry lift station for its reliability. In lieu of this requirement, OWNER may construct a new regional or local lift station and force main to serve Gold Creek Unit 3 and adjacent future developments. OWNER is to provide for review and approval by District, an engineering report prepared by a licensed civil engineer verifying capacity of the subject sewer facilities.
- iii. OWNER will prepare plans and specifications for review and approval by the DISTRICT for construction of the above mitigation projects. OWNER will prepare and record all easements and right of way documents to be dedicated to DISTRICT for sewer force mains and lift stations.
- iv. All improvement must be made contemporaneously with the subdivision improvement plans and construction. If OWNER desires to postpone construction of any of the above improvements, DISTRICT will provide a cost estimate that OWNER will be obligated to post performance and payment bonds in that amount from a valid surety to ensure completion of and payment for said improvements by OWNER.
- v. For existing capital improvements directly serving and benefiting the PROJECT for which no prior contribution was made and not accounted for by current capacity fees, the OWNER shall reimburse the DISTRICT for a proportional amount of said project costs as follows:

PROJECT DESCRIPTION	COST SHARE
La Contenta Lower Dam, CIP #15013, Aug. 29, 2002, Cost: \$1,319,186	\$128,903
La Contenta WWTP / Phase 2A, CIP #15027, Nov. 14, 2007, Cost: \$1,742,300	\$170,248
TOTAL	\$299,930

Agenda Item

DATE: July 9, 2019

TO: Engineering Committee

FROM: Charles Palmer, District Engineer

RE: Presentation / Discussion of Copper Town Square, Historical Record of Existing and Future Alternatives for Water and Wastewater Service

SUMMARY:

The Copper Town Square is a mixed use residential and commercial development located near State Route 4 and west of Copperopolis, CA. This item discusses the water and wastewater services provided to the development and is presented in two parts. First, a review will be made of the historical record and agreements between the District and Castle and Cooke to furnish water and wastewater to the Copper Town Square. Second, the status of existing and future water and wastewater facilities will be discussed including a presentation of alternatives for a force main alignment to convey sewer from Copper Town Square to the Copper Cove Wastewater Treatment Plant.

HISTORICAL RECORD

Staff reviewed the historical record for Copper Town Square, formerly known as the Copper Mill project. The greater Copperopolis area was particularly affected by the economic downturn of the late 2000's and has only recently recovered to where there has been a slight uptick in new homes being built. It is critical that the District has an understanding of commitments and historical development approvals, as circumstances have changed considerably with the adjacent Oak Canyon Ranch project recently being placed into a permanent conservation easement. There are multiple CCWD Board approved agreements specific to Copper Town Square, as listed below.

Resolution No. 2007-50, Off-Site Water Facilities Reimbursement Agreement:

This agreement established a mechanism for Castle and Cooke to be reimbursed by CCWD for portion of capacity fees apportioned to the transmission line improvements that ultimately delivered water to Copper Town Square. For all connections added for 20 years thereafter the completion and acceptance of the project that derived benefit from the improved transmission line the District has reimbursed Castle and Cooke \$223.20 up to a maximum benefit of \$1,570,460. This agreement runs through 2027 and as of the last fiscal year there remains \$1,539,881.60 in credits.

Resolution No. 2008-28, Water and Sewer Facilities Agreement/Copper Town Square

This agreement was significantly delayed due to a 2006 moratorium on new sewer connections in the Copper Cove Service Area as a result of challenges with permitting and capacity challenges at the Wastewater Facility. During the timeframe of 2006-07, Castle and Cooke without a facilities agreement in place proceeded with construction of water and sewer collection facilities for Copper Town Square. Castle and Cooke constructed a 450,000 gallon tank and 12-inch transmission line, and a "temporary" wastewater collection system and lift station. The agreement included an amendment for an additional \$35,000 dollar performance bond to provide assurances for long-term septage hauling and operation of the system by the developer. The District would not accept the water system until this agreement was executed. This led to the District making no warranties of water quality served to the project (non-potable) until the project was fully accepted. Several units of Copper Town Square were ultimately occupied even though approvals were not cleared by the District.

Resolution No. 2008-40, Acceptance of Copperopolis Water Tank and Transmission

Main Project: With this resolution the District accepted the above referenced \$450,000 gallon water tank and 7,580 linear feet of 12-inch transmission line, hydrants, services and appurtenances. The District thereafter accepted connections and with a flushing program ultimately warranted the water quality as potable. This also further established the mechanism for reimbursement adopted in 2007.

Resolution No. 2010-18, Settlement Agreement:

This agreement was adopted between Castle and Cook and CCWD in order to facilitate the release of bonds held by the County which were assessed for Community Facilities District No. 2 (*Mello Roos*). Included was reimbursement to CCWD from the bonds for the Ultraviolet disinfection system purchased for Saddle Creek improvements necessary to ensure adequate treatment to deliver reclaimed water to the golf course. A \$230,000 bond remains in place for water booster pump station improvements to serve the project. The rest of the remaining bonds held by the County for water and wastewater improvements were cleared and released back to Saddle Creek per the terms of the negotiated settlement. Staff did find that the \$35,000 performance bond for the septage hauling was also released back to Castle and Cook in 2010. CCWD continues to charge for septage hauled to the District's existing sewer collection system per this same agreement.

In reviewing prior agreements and adopted resolutions, staff found no formal acceptance of the Town Square's "temporary" wastewater collection facilities. Several correspondence documents between CCWD's District Engineer, General Manager and the developer reference that the Sawmill and Oak Canyon developments would eventually facilitate the nearly five-mile connection from Copper Town Square to the Copper Cove Wastewater Treatment Plant. Other documents reference a potential conceptual alternative alignment that would include "deep" collection system trenches and moving wastewater from Copper Town Square over to the Sawmill development. No drawings were ever submitted to the District Engineer for review to move the project any further past the "temporary" system that exists today, and all accrued bonds held for the purposes of wastewater improvements for the District were ultimately released.

FUTURE WATER AND WASTEWATER FACILITIES:

In order to provide water and sewer service to Copper Town Square, Castle and Cooke made a substantial investment in new facilities including construction of a water storage tank near Copperopolis and water transmission main along Reeds Turnpike and a sewer lift station and temporary septage holding tank along Little John Rd. However, additional water and sewer facility improvements are still needed to permanently serve the Copper Town Center project including a water booster pump station to increase pumping capacity and a sewer force main and lift station to convey sewer to the wastewater treatment plant.

Water Booster Pump Station Replacement: The District previously required Castle and Cooke to post a bond for \$230,000 for a new water booster pump station to serve Copper Town Center. The subject bond is still in-effect until August 2020. The existing booster pump station is located along Reeds Turnpike and serves both Copper Town Center and the town of Copperopolis. The existing pump station is critically under capacity during peak summer demands and it is urgent that these upgrades be implemented in the near future before any new connections are added to this service zone. Staff has been monitoring this situation for several years and recommends moving forward with a project in the next 12-months. Staff has previously evaluated conceptual designs for this pump station. The new booster pump station would be located in either at the same location on Reeds Turnpike or relocated to a new location in the vicinity of Cheyenne Drive.

Sewer Force Main Alternatives: The distance from Copper Town Center near Hwy 4 to the Copper Cove Wastewater Treatment Plant near Kiva Drive is over five miles and is a substantial cost that will require significant future development of Copper Town Center and other adjacent development to share and substantiate the cost of the project. A sewer force main was originally planned to be routed from Copper Town Square through Oak Canyon Ranch and Saddle Creek in order to connect to the wastewater treatment plant. However, upon Oak Canyon Ranch being converted into a permanent conservation easement, this concept is no longer feasible. The District may consider other alternative alignments for the force main as presented in the attached figure. One option is to route the new force main along the full length of Little John Rd or part of the way along Little John Rd then turning into the Saddle Creek subdivision. The lift stations within Saddle Creek would need to be evaluated to determine if and when they would need to be upgraded for the additional sewer flows. The second alignment alternative is from Copper Town Square to Cheyenne Drive and continuing to Copper Cove Drive and connecting with Lower Cross Country Lift Station. Since Lower Cross Country Lift Station is currently at or near capacity, this would trigger substantial upgrades to replace pumps and electrical motor controls at the lift station and likely trigger replacement of the force main between the Lower and Upper Cross Country lift stations to increase its size and capacity.

FINANCIAL CONSIDERATIONS:

None at this time. Staff can provide construction cost estimates at a future date, upon further evaluation of alternatives and development of a conceptual design.

