



TUOLUMNE UTILITIES DISTRICT

18885 NUGGET BLVD • SONORA, CA 95370
(209) 532-5536 • Fax (209) 536-6485

Committee Chair: D. Boatright

Member: R. Ringen

Wastewater/Regional Sewer Advisory Committee Agenda

March 18, 2021 – 8:00 a.m.

18885 Nugget Blvd., Sonora, California

In order to protect public health and the safety of our Tuolumne Utilities District ratepayers and members of the public against the COVID-19 pandemic, the TUD office, Board and Committee Meetings are physically closed to the public. Please see paragraphs below for additional information.

Notice: This meeting will be held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act. No physical public meeting location will be provided for this meeting. Instead, the Committee will hold this meeting telephonically using Zoom. All members of the public may observe and participate in the meeting:

- Via video conferencing at:
<https://us02web.zoom.us/j/83381904661?pwd=bmtFSE1GQWhleVczSkRkeEF4RWcvdz09>
- Via teleconference by calling (253) 215-8782 or (301) 715-8592
- US Meeting ID: 833 8190 4661
- Password: 575730
- Public may also observe and listen to this meeting through the District's website at <https://tudwater.com/board-of-directors/meeting-agenda-minutes-video/>
Or on TUD's YouTube Channel at [Tuolumne Utilities District - YouTube](#)

1. Review of Agreement for Water Supply to the Mountain Springs Golf Course (currently known as Teleli Golf Club)
2. Review of Agreement and Amendment #1 Regarding Construction and Transfer of Water Main Line Extension and Water Storage Tank to Serve Phase I of the Valley Vista Development
3. Review of Exhibit B and Exhibit I of the Wastewater Ordinance Related to the Septic Dump Charge
4. Cal Spa Consent Decree Final Report

Note: Committee Agenda Material can be inspected at the District Office located at 18885 Nugget Blvd., Sonora, CA and on our website at www.tudwater.com.

In accordance with the Americans with Disabilities Act, if you need special assistance (i.e. auxiliary aids or services) in order to participate in this public meeting, please contact the Clerk of the Board, Melissa McMullen, and (209) 532-5536 ext. 510. Notifications 48 hours prior to the start of the meeting will enable the Clerk to make reasonable accommodations to ensure accessibility to this public meeting.

Wastewater/Regional Sewer Advisory Committee

Meeting of March 8, 2021

Item #1

Review of Agreement for Water Supply to the Mountain Springs Golf Course (currently known as Teleli Golf Club)

Recommendation:

No recommendation - This item is for information only.

Background:

The Tuolumne Utilities District (TUD or District) owns and operates the regional wastewater sewer collection, treatment, and reclamation system in Tuolumne County. The regional system collects wastewater from many communities throughout Tuolumne County ranging from the upper system in and around the community of Twain Harte to the Sonora area. TUD then treats this wastewater at the Sonora Regional Wastewater Treatment Facility and releases disinfected secondary effluent to TUD's storage reservoir at Quartz Reservoir. The Jamestown Sanitary District (JSD) also collects and treats wastewater from the Jamestown community and sends its disinfected secondary treated wastewater to Quartz Reservoir as well. Quartz Reservoir can store up to 1,616 acre-feet of treated effluent, which is used to irrigate approximately 630 acres of land spread across 20 landowners. On average, TUD recycles between 1,600 to 2,000 acre-feet of treated effluent annually.

The wastewater industry is a highly regulated industry by the State of California State Water Resources Control Board (SWRCB) with regulations becoming more stringent and expensive to meet every year. These state regulations require TUD to comply with a range of requirements from treatment quality to disposal of effluent and biosolids all designed to protect public health and the health of waters of the state, including groundwater.

TUD's current waste discharge permit requires the treated effluent to be properly stored and disposed of and/or recycled on lands identified in the permit. Because of these stringent regulations, several problems exist with the current effluent storage and reclamation system:

- 1) Insufficient acreage of irrigated lands to empty Quartz Reservoir following a high rainfall year. The District no longer maintains an NPDES Permit allowing for surface water discharge.
- 2) Pending regulations regarding Nitrates and Salts that could restrict TUD's ability to irrigate with reclaimed water.
- 3) Long-term assurances that the existing reclaimed water users will continue to irrigate.

To address these regulatory concerns, TUD entered into a recycled water agreement with the Tuolumne Band of Me-Wuk Indians in early 2019 that secured a legal easement to add 68 acres of irrigated area associated with the Teleli (formerly Mountain Springs) golf course greens and fairways and potentially up to another 80 acres could be developed for irrigation. The agreement and minutes of the Board meeting are attached for review.

Discussion:

The SWRCB requires the District to be able to accommodate a 1:100 rainfall year in Quartz Reservoir without the need to discharge treated wastewater into Woods Creek because TUD no longer possesses an NPDES permit. Based on an engineering analysis, TUD does not possess sufficient reservoir storage in Quartz Reservoir during a series of wet years. TUD must be able to completely empty Quartz Reservoir each year to comply with the state's waste discharge permit. To comply with this requirement, TUD was forced to secure additional acreage to recycle treated effluent and empty Quartz Reservoir each year.

Attachments:

Agreement for Water Supply to the Mountain Springs Golf Course (February 26, 2019)
Tuolumne Utilities District Board of Director Regular Meeting Minutes (February 26, 2019)



Doc # 2019003754

Page 1 of 13

Date: 4/23/2019 10:30A

Recording Requested By:
TUOLUMNE UTILITIES DISTRICT
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
KAENAN WHITMAN
COUNTY RECORDER
Fee: \$0.00

RECORDED AT REQUEST OF
AND RETURN TO:
TUOLUMNE UTILITIES DISTRICT
18885 Nugget Blvd.
Sonora, CA 95370

)
)
)

AGREEMENT FOR WATER SUPPLY TO THE MOUNTAIN SPRINGS GOLF COURSE

THIS AGREEMENT is executed on **February 26, 2019**, by and between **TUOLUMNE UTILITIES DISTRICT**, a California special district organized pursuant to Water Code §§ 30000 *et seq.*, hereinafter called DISTRICT, and the **TUOLUMNE ECONOMIC DEVELOPMENT AUTHORITY, INC.**, a federally chartered corporation wholly owned by the TUOLUMNE BAND OF ME-WUK INDIANS, a federally recognized Indian Tribe, hereinafter called OWNER (collectively called "PARTIES").

Recitals

WHEREAS, OWNER is purchasing the Mountain Springs Golf Course, hereinafter called Golf Course, more particularly described in Exhibit A and by reference hereto, incorporated herein; and

WHEREAS, DISTRICT and OWNER acknowledge that the sale of the Golf Course property to OWNER does not include the transfer of any rights to DISTRICT's raw water supplies because capacity/connection fees were never paid for the sixty (60) miners inch contract for the Golf Course with such fees totaling of up to over one million six-hundred thousand dollars (\$1,600,000); and

WHEREAS, DISTRICT collects, treats, and disposes of effluent, hereinafter referred to as Recycled Water, for beneficial uses, which after permitting would include golf course irrigation; and

WHEREAS, OWNER seeks a water supply from DISTRICT, and is willing to use both Recycled Water and raw water; and

WHEREAS, DISTRICT is willing to provide raw water to OWNER, but only if OWNER used Recycled Water as its primary supply; and

WHEREAS, DISTRICT and OWNER agree that a water supply agreement will provide benefits to the PARTIES; and

WHEREAS, the PARTIES intend to enter into this agreement so that the OWNER will have a reliable water supply for the non-potable uses at the Golf Course and that the DISTRICT will have a permanent location for the beneficial use of Recycled Water.

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

1. Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.

2. Water Rights. This *Agreement for Water Supply to the Mountain Springs Golf Course*, hereafter referred to as "Agreement", confers no right to a water supply, but does confer the ability to receive both Recycled Water and raw water under the same terms and conditions as the applicable class of customer in the District's most current Water Rules and Regulations.

3. Definitions.

a. Recycled Water. Water treated at DISTRICT's Sonora Regional Wastewater Treatment Plant and available for delivery by DISTRICT to OWNER under this Agreement subject to such terms and conditions as may be imposed by Law. Recycled Water does not include raw water as defined below.

b. Raw Water. Untreated or "raw" water delivered through the DISTRICT'S raw water system and made available to OWNER pursuant to DISTRICT's most current Water Rules and Regulations.

c. Points of Delivery. 1.) Recycled Water - the point of delivery shall be a metering device located at the boundary between DISTRICT owned property (APN: 059-070-080) and an easement located on APN: 059-070-075, more specifically identified in Exhibit B as "Recycled Water Point of Delivery."

2.) Raw Water – the point of delivery shall be the metering device located at Phoenix Dam to measure the flow released by the DISTRICT into Sullivan Creek for subsequent withdrawal by the OWNER at a point of diversion to be determined by the OWNER. The current point of diversion is shown for reference only on Exhibit B as "Raw Water Point of Diversion."

d. Golf Course. The Mountain Springs Golf Course owned and operated by OWNER as set forth in Exhibit A "Property Description."

e. Law. Legislation, statutes, regulations and policies of federal, state and local government agencies, including DISTRICT.

f. Force Majeure Event. Flood, earthquake, an act of God and any other event beyond the reasonable control of the Parties; final judgments or injunctive relief awarded by any court having jurisdiction, which judgments or injunctive relief have not been sought by any of the Parties; any change in law relating to water rights or water quality requirements for Recycled Water which makes DISTRICT's compliance with this Agreement impracticable; or an emergency event beyond the control of DISTRICT which renders impossible the continued provision of water service to the area to meet basic health and sanitation needs.

g. Liability. Liability, losses, claims, damages, expenses, demands, settlements and costs (including, but not limited to, interest, penalties, attorney, expert witness and consulting fees, and litigation costs).

4. Obligations of OWNER.

a. Minimum Quantity. OWNER shall accept a minimum of **160** acre-feet per calendar year from DISTRICT, based on an estimated historical use of approximately 2.4 acre-feet per acre and a total of 68 acres of fairway and green, hereinafter referred to as "AFY", of recycled water ("Minimum Quantity") for use on the Golf Course. OWNER expressly understands and agrees that the Minimum Quantity is an absolute minimum quantity, and that OWNER's obligation to accept the Minimum Quantity is not dependent on the irrigation needs of the Golf Course, the quality of the Recycled Water, or any other factor whatsoever.

b. Additional Quantity. OWNER shall exercise its best efforts to use up to an additional **160** AFY ("Additional Quantity"), based on an estimated use of 2.0 acre-feet per acre on an additional 80 acres of irrigable land, on the Golf Course if requested by DISTRICT. OWNER shall modify the Golf Course and complete any other actions as required to enable OWNER to accept the Additional Quantity within twelve (12) months after notice by DISTRICT.

c. Potential Phasing of Deliveries: The DISTRICT reserves the right to phase in the delivery of the Minimum Quantity as recycled water supplies become available. As Recycled Water supplies become available, the DISTRICT will provide written notice to OWNER of the firm supply. The OWNER shall be obligated in accordance with this Agreement to take delivery of the Minimum Quantity of 160 acre-feet listed in section 4(a).

d. Modify Golf Course Facilities and Operations. OWNER, at its sole cost and expense shall modify its facilities, including, but not limited to, pumps, motors, electrical controls and equipment, signage, installation of purple pipe and purple meter boxes denoting the use of Recycled Water, storage ponds, landscaped areas and other features of the golf course, in order to utilize Recycled Water for both the Minimum Quantity and Additional Quantity. In addition, OWNER will modify Golf Course operations to comply with any and all conditions subject to the permit requirements for the use of Recycled Water.

e. Commitment to Take Recycled Water. OWNER acknowledges that DISTRICT is dependent on OWNER to dispose of Recycled Water, and that serious health and safety consequences, financial, legal, environmental and other consequences may result from OWNER's failure to take Recycled Water as agreed. OWNER acknowledges that DISTRICT is relying on OWNER's Agreement to take the Minimum Quantity and to exercise its best efforts to take the Additional Quantity. Accordingly, OWNER agrees that it shall not: refuse to take at least the Minimum Quantity for any reason except a Force Majeure Event; change the use of the Golf Course, directly or indirectly, that would result in the reduction of the need for Recycled Water; refuse to invest sufficient funds to modify the Golf Course to accept the

Additional Quantity; or take any other action which limits OWNER's ability to convey, store or accept Recycled Water or Additional Quantity, for any reason whatsoever. OWNER's failure to take the Minimum Quantity or to exercise its best efforts to facilitate OWNER's acceptance of the Additional Quantity shall be considered a material breach of this Agreement and DISTRICT may refuse to deliver any water to OWNER. OWNER further agrees maintain at all times the necessary pipelines, pumps, motors and appurtenances to take raw and recycled water up to and including the point of delivery. Such maintenance shall be exclusive of DISTRICT owned and operated facilities. OWNER agrees that in the event that the property is no longer operated as a Golf Course, or otherwise ceases to dispose of Recycled Water under the terms of this agreement, DISTRICT reserves the right to continue to use the property at the DISTRICT's sole expense for the disposal of Recycled Water.

f. Compliance with Law. OWNER's use and disposal of all water provided under this Agreement shall at all times comply with Law, including compliance with District's most current Water Rules and Regulations and Wastewater Ordinance, which may be further limited by District, resolutions and policies as may be amended, water moratoriums and water shortage emergencies established under Water Code Section 350 et seq.

g. Access to Facilities. OWNER agrees to provide DISTRICT's personnel unlimited access on a 24-hour per day / 7-day a week basis to OWNER's pumping, storage, transmission, distribution and irrigation facilities, including the controls and equipment used to operate these facilities at the golf course for purposes of monitoring and compliance with this agreement. In addition, OWNER agrees to allow DISTRICT to install such electronic, radio, telemetry and/or other equipment, at DISTRICT's sole discretion and expense, in order to monitor the use of recycled and raw water. Such access shall include, but not be limited to, vehicle access to OWNER's property, building access where equipment is housed and access to equipment and facilities used for pumping, storage, transmission, distribution and irrigation.

h. Recorded Easement. OWNER agrees to have this agreement and a permanent easement on the golf course property for use of Recycled Water recorded with the County of Tuolumne Recorder's Office.

5. Obligations of DISTRICT.

a. Recycled Water Discharge Permit. Upon execution of this Agreement, DISTRICT will diligently pursue a State Water Board and/or Regional Water Quality Control Board permit in coordination with OWNER for discharge of Recycled Water on the Golf Course. OWNER and DISTRICT shall each bear their own costs for compliance with the permit, except as otherwise set forth in a separate written agreement. OWNER may also be named on the permit.

b. Recycled Water Quantity. Absent a Force Majeure Event, DISTRICT shall make available to OWNER at the Point of Delivery (1) the Minimum Quantity; and (2) a maximum of the lesser of (a) OWNER's ability to take in addition to the Minimum

Quantity, the Additional Quantity under Section 4b. of this Agreement, or (b) the amount of Additional Quantity that DISTRICT allocates for delivery. The DISTRICT shall provide a minimum of 350 gallons per minute (gpm) flow rate at the Recycled Water Point of Delivery and maintain a minimum pressure of 5 psi.

c. Recycled Water Quality. Absent a Force Majeure Event, DISTRICT shall ensure that the Recycled Water meets applicable water quality criteria set forth in Title 22 of the California Code of Regulations for disinfected secondary-23 recycled water, as of the date of the execution of this Agreement. If Title 22 is amended to impose new criteria on Recycled Water, DISTRICT shall use its best efforts to satisfy that criteria within a reasonable period of time.

d. Recycled Water Facilities. DISTRICT shall be wholly responsible for and bear the entire liability associated with facilities used for treatment and conveyance of Recycled Water up to the Golf Course facilities' Recycled Water Point of Delivery. DISTRICT at its sole discretion will determine the type of conveyance facility to be constructed and the timing for construction of those facilities. DISTRICT shall have no responsibility or liability whatsoever for measurement, conveyance, storage, costs or use facilities at or after the Recycled Water Point of Delivery, or for the Golf Course.

e. Discharge Permit. DISTRICT will work with OWNER to pursue a State Water Board and/or Regional Water Quality Control permit for discharge of Recycled Water on the Golf Course.

6. Raw Water Delivery.

a. DISTRICT will provide up to 60 miner's inches of Raw Water to the Golf Course under the same terms, conditions and costs as that class of customers identified as "Supplemental Water Users" in the District's most current Water Rules and Regulations and may be further limited by District water ordinances, resolutions and policies as may be amended, water moratoriums and water shortage emergencies established under Water Code Section 350 et seq. Such Raw Water delivery and use shall be subject to OWNER's obligation to first take Recycled Water under Section 4 of this agreement. If OWNER's need for water exceeds the amount of Recycled Water DISTRICT can make available at that time, then OWNER may use Raw Water.

b. DISTRICT makes no guarantees, warranties, or any promises whatsoever as to availability, quantity or quality of Raw Water. DISTRICT has no responsibility or liability whatsoever for facilities used to store, divert, or convey Raw Water operated by OWNER or after the Raw Water Point of Delivery. OWNER shall be wholly responsible for and bear any and all liability associated with these conveyance facilities.

7. Permitting and Construction of Recycled Water Facilities.

DISTRICT shall coordinate with OWNER on the timing and conditions of the permitting process for the use of Recycled Water on the Golf Course. After receipt of the necessary permits DISTRICT shall notify OWNER at least 6 months in advance of the DISTRICT's intent to commence construction activities associated with bringing a

pipeline and other appurtenances to allow for the delivery of Recycled Water. Within six (6) months of completion of the construction work by DISTRICT, OWNER shall complete all construction work to allow for the delivery of Recycled Water on OWNER's property and begin using Recycled Water on the Golf Course.

8. Cost of Recycled Water.

There shall be no volumetric cost for Recycled Water for the first 10 years from the first date of full or partial delivery of recycled water. Following the expiration of 10 years, volumetric charges maybe imposed, at the discretion of the DISTRICT, and in accordance with the DISTRICT's then current Wastewater Ordinance. However, in no case shall Recycled Water charges exceed the charges the OWNER would have paid for the same volume of Raw Water.

9. Indemnification/Hold Harmless.

OWNER will indemnify, defend and hold harmless DISTRICT and its directors, officers, employees, agents and authorized volunteers from any liability arising out of or connected with the control, carriage, handling, use, disposal, distribution or quality of water supplies made available to OWNER under this Agreement, or for changes in water quality at or downstream of the Points of Delivery, unless the cause of such liability, change or violation is DISTRICT's willful or negligent action or inaction in making water available before the Points of Delivery, in which case the liability of DISTRICT and DISTRICT's directors, officers, employees, agents and authorized volunteers shall only exist to the extent of such willful or negligent action or inaction.

10. 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, OWNER shall not assign or transfer (by operation of law or otherwise) its interest or any part thereof without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld.

11. Attorney's 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 and costs (including, without limitation, including, but not limited to, interest, penalties, attorney, expert witness and consulting fees, and litigation costs) incurred in connection with the action.

12. Cooperation. The parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

13. Notices. All notices and demands or other communications under this Agreement shall be in writing and shall be given by one party to the other at the following addresses for each:

OWNER

President
TEDA, Inc.
P.O. Box 1300
Tuolumne, CA 95379
V (209) 928-9391

DISTRICT

General Manager
Tuolumne Utilities District
18885 Nugget Blvd.
Sonora, CA 95370
V (209) 532.5536 / F (209) 536.6485

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by certified mail or, in the case of any such notice or other communications not mailed by certified mail, on the date of actual delivery.

14. 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.

15. Assignment. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement without written consent of the other, which such consent shall not be unreasonable withheld, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

16. No Waiver of Breach. The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

17. Obligations. All of OWNER's duties and obligations under this Agreement make up the consideration for DISTRICT entering into this Agreement; therefore, if any duty or obligation of OWNER hereunder becomes non-enforceable, DISTRICT may elect to terminate this Agreement. Alternatively, DISTRICT may elect to modify the Agreement to ensure adequate consideration to DISTRICT, subject to written agreement by OWNER.

18. 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.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of

laws principles. Any action to enforce this Agreement shall be venued in Tuolumne County.

20. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. Any other agreement, whether express or implied, is null and void. No amendment or modification of this Agreement shall be effective unless and until such amendment or modification is evidenced by a writing signed by both PARTIES.

21. Time of Essence. Time is and shall be of the essence in this Agreement and of each and every provision contained in this Agreement.

22. 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.

23. Term of Agreement. The term of this Agreement shall be for an initial period of thirty (30) years commencing upon the first delivery and use of recycled water on the golf course, or other lands. This Agreement shall automatically renew for additional periods of ten (10) years unless Owner or District gives the other party written notice one year prior to a renewal. Additionally, because each party is dependent on the other for water (OWNER) and disposal of Recycled Water (DISTRICT), the Agreement may otherwise be terminated, and/or the obligations hereunder cease only upon mutual written Agreement of the PARTIES, except that DISTRICT may suspend or terminate delivery of treated effluent due to Force Majeure, treatment/conveyance malfunction or failure, or for health or safety reasons.

24. 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.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

26. Representations, Warranties and Covenants. DISTRICT and OWNER hereby each represents and warrants to the other that:

a. The execution and delivery of this Agreement, been duly authorized by all necessary action on its part, and it has full power, right and authority to enter into this Agreement and to perform its obligations hereunder;

b. Neither the execution and delivery of this Agreement by it, nor the performance by it of any of its obligations under this Agreement, violates any applicable federal, state or local law, whether statutory or common, or regulation, or its charter documents, it any, or constitutes a violation of, or a breach or default under, any

agreement or instrument, or judgment or order of any court or governmental authority, to which it is a party or which it or any of its property is subject;

c. This Agreement is a valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by equitable principles or by bankruptcy or other laws affecting creditors, rights generally.

27. Recording. DISTRICT shall record this Agreement against the Golf Course property.

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

DISTRICT

Tuolumne Utilities District



Edwin R. Pattison
General Manager

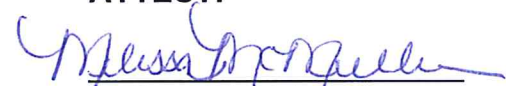
OWNER

Tuolumne Economic Development Authority,
Inc.



Rhonda Standage
President

ATTEST:



Melissa McMullen
Clerk to the Board
Tuolumne Utilities District

(SIGNATURES MUST BE NOTARIZED)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Tuolumne)

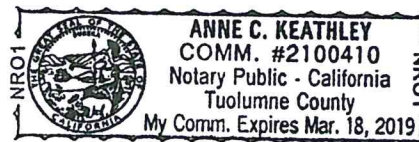
On Feb. 25, 2019 before me, Anne C. Keathley, Notary Public,
(here insert name and title of the officer)

personally appeared Rhonda Stordage

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.



Signature Anne C. Keathley

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

CALIFORNIA 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.

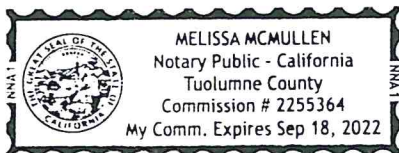
State of California)
County of Tuolumne)

On April 22, 2019 before me, Melissa McMullen, Public Notary,
Date Here Insert Name and Title of the Officer
personally appeared Edwin R. Pattison
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.



Signature Melissa McMullen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

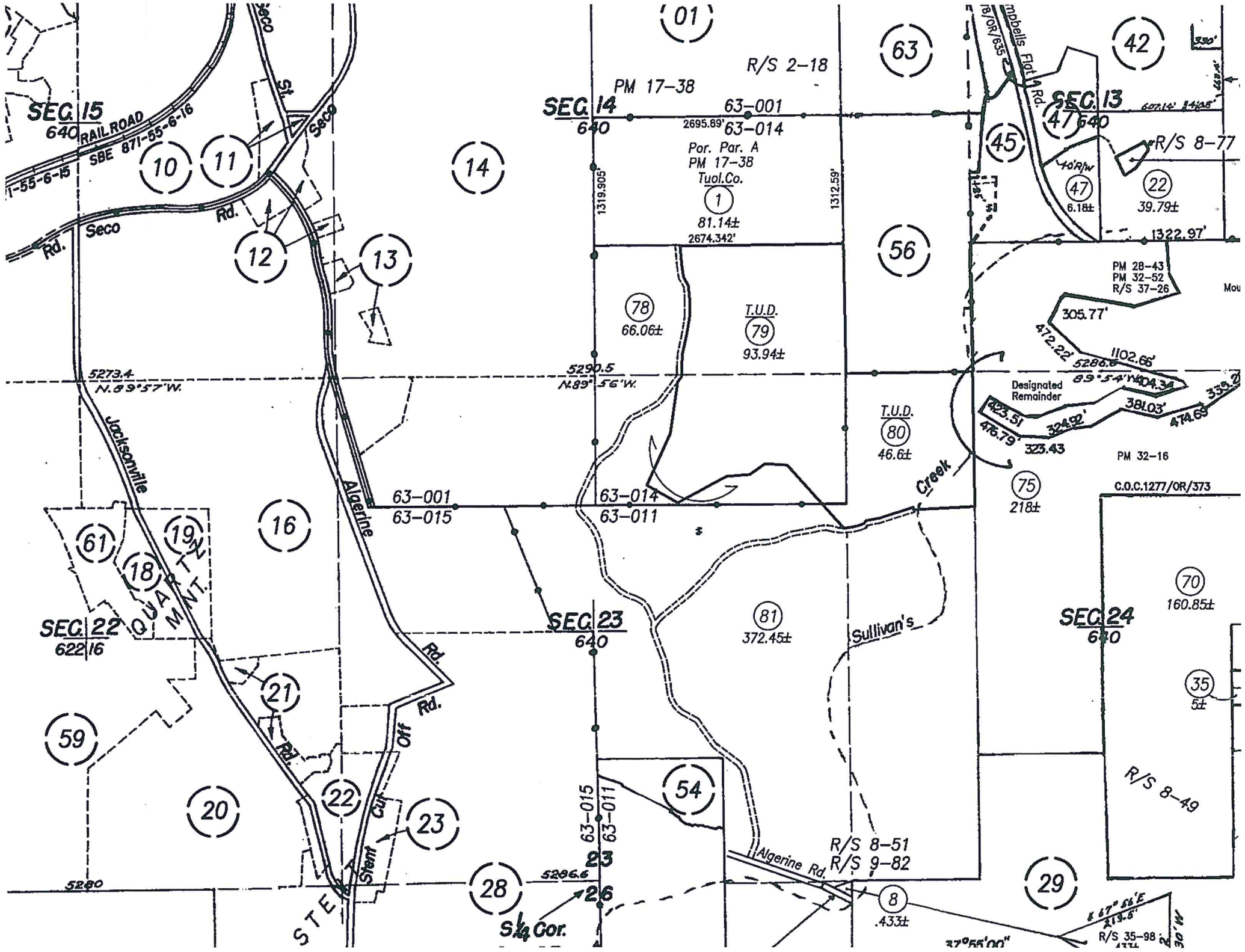
☐ Partner — ☐ Limited ☐ General

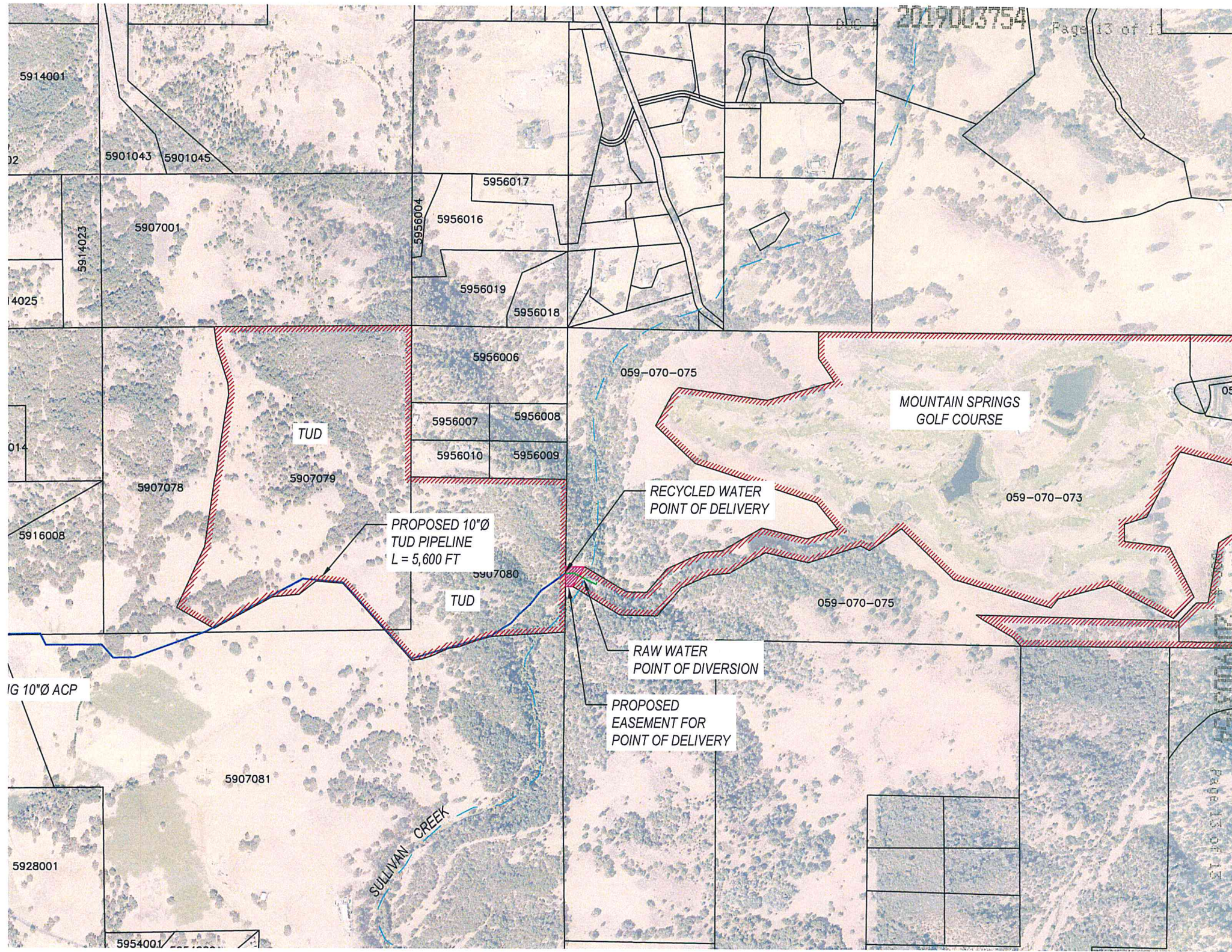
☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____





TUOLUMNE UTILITIES DISTRICT
REGULAR MEETING MINUTES
FEBRUARY 26, 2019

A regular meeting of the Board of Directors of Tuolumne Utilities District convened at 2:00 p.m. at the District Office, 18885 Nugget Blvd., Sonora, California.

The following Directors and staff were present:

Director Rucker, President
Director Ringen, Vice President
Director Balen
Director Kerns
Director Kopf

Edwin R. Pattison, General Manager
Erik Johnson, District Engineer
Don Perkins, Operations Manager
Steve Sheffield, Finance Director
Abby Parcon, Human Resources Director
Melissa McMullen, Executive Secretary/Board Clerk

Call to Order

Members of the public were also present.

Pledge of Allegiance

I. Public Forum

A member of the public addressed the Board thanking the Board and staff for placing "No Wipes In The Pipes" signs on the District vehicles. Also, commended Mr. Pattison for his interview on Mother Lode Views.

Ron Ringen addressed the Board regarding use of cell phones by Directors during Board meetings.

II. Consent Calendar

1. Minutes of the Regular Board Meeting of February 12, 2019
2. Authorization to Declare Surplus Property

Director Kerns moved to approve the Consent Calendar. Director Ringen seconded the motion and it was approved unanimously.

III. Regular Business

3. Presentation of the District's Workers' Compensation and Liability Coverage Programs, by Dennis Timoney, Chief Risk Officer, Special District Risk Management Authority

Abby Parcon introduced Dennis Timoney, Chief Risk Officer, Special District Risk Management Authority (SDRMA). Mr. Timoney presented an overview of the services that SDRMA provides the District, the specific coverage levels in place, and how the District can continue to reduce and control losses to keep rates down.

Mr. Timoney responded to questions.

The Board thanked Mr. Timoney for his informational presentation.

4. Approve Resolution Expressing Appreciation to District Staff for Their Dedication to the District During the Recent Winter Storms

Abby Parcon reviewed the Resolution expressing appreciation to District staff for their dedication to the District during recent storm events.

The Board expressed their appreciation for staff and commended their work during the recent storms.

Director Kerns moved to adopt Resolution No. 1-19 Expressing Appreciation to District Staff for Their Dedication to the District During the Recent Winter Storms. Director Ringen, Vice President seconded the motion and it was approved unanimously.

5. Execute Agreement with the Tuolumne Economic Development Authority, INC., Tuolumne Band of Me-Wuk for Water Supply to the Mountain Springs Golf Course

Erik Johnson gave an overview of the agreement with the Tuolumne Economic Development Authority, Inc., Tuolumne Band of Me-Wuk Indians and responded to questions.

Director Balen moved to authorize the General Manager to execute the agreement with the Tuolumne Economic Development Authority, INC., Tuolumne Band of Me-Wuk for Water Supply to the Mountain Springs Golf Course. Director Ringen, Vice President seconded the motion and it was approved unanimously.

6. Operational Update on the Water and Wastewater Departments

Don Perkins gave an operational update on the Water and Wastewater Departments and responded to questions.

Director Balen moved to accept and file the report. Director Ringen, Vice President seconded the motion and it was approved unanimously.

IV. Staff Reports

Steve Sheffield reported on the following items:

-Update on the Finance Department software migration

Erik Johnson reported on the following items:

-Phoenix Lake Preservation and Restoration Project update

Ed Pattison reported on the following items:

-Lake Levels at Pinecrest Lake; State Water Resources Control Board recommendation will be April 11, 2019

-The first Strategic Plan Update Workshop was held on February 21, 2019; next workshop will be March 6, 2019

-Capital Improvement Plan Board workshop tentatively scheduled for Mid-April

V. Directors Communication and Reports

Director Balen reported on the following items:

-Senate Bill: 332 Recycled Water

Director Kopf reported on the following items:

-February 21, 2019: Attended/participated in the Board workshop for the Strategic Plan Update

Director Kerns reported on the following items:

-February 14, 2019: Attended the Brown Act training by the Tuolumne County Counsel

-February 21, 2019: Attended/participated in the Board workshop for the Strategic Plan Update

Director Ringen reported on the following items:

-February 14, 2019: Attended the Brown Act training by the Tuolumne County Counsel

-February 19, 2019: Attended the Tuolumne County Board of Supervisors meeting to hear the County Fire Task Force report

-February 20, 2019: Attended/participated in the Tuolumne-Stanislaus IRWMP WAC meeting

-February 21, 2019: Attended/participated in the Board workshop for the Strategic Plan Update

-February 26, 2019: Attended/participated in the Tuolumne County Natural Resources Committee meeting

-Requested further discussion concerning cell phone use by Directors at Board meetings

Director Rucker reported on the following items:

-February 13, 2019: Met with Dorene D'Adamo, State Water Resources Control Board, and Ed Pattison

Director Rucker recessed the meeting to Closed Session at 4:22 p.m.

VI. Closed Session

- a. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 Agency Representative: Ed Pattison and Abby Parcon Employee Organization: Northern California District Council of Laborers' Construction, Production and Maintenance Laborers' Local Union Number 1130
- b. Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Position: General Manager

VII. Reconvene to Open Session


- a. Closed Session Disclosure

Director Rucker reconvened the meeting to Open Session at 6:03 p.m. with no reportable action taken during Closed Session.

Adjournment


The meeting was adjourned at 6:03 p.m.

Date: March 12, 2019



Bob Rucker, President
Board of Directors

ATTEST:



Melissa McMullen,
Executive Secretary/Board Clerk

Wastewater/Regional Sewer Advisory Committee

Meeting of March 8, 2021

Item #2

Review of Agreement and Amendment #1 Regarding Construction and Transfer of Water Main Line Extension and Water Storage Tank to Serve Phase I of the Valley Vista Development

Recommendation:

No recommendation provided. Item is for information only.

Background:

The Valley Vista project is a Tuolumne County approved 230-unit residential, infill development located along Golf Links Road just north of Highway 49/108 across from the existing TUD Mill Villa lift station. On April 23, 2019, the Tuolumne Utilities District (TUD or District) Board of Directors executed a Development Agreement (DA) to provide water service to Phase 1 of the project, consisting of 80 units. The DA was later amended by Board action to include wastewater service on October 8, 2019.

Discussion:

Wastewater service to the Valley Vista development would be provided by collecting and pumping wastewater from a new sewer pump station constructed on land deeded to the District and located adjacent to Golf Links Road. The new sewer collection system will convey wastewater to the new sewer lift station, which will pump effluent through a new sewer forcemain that would travel along Golf Links Road and cross Highway 49/108 before discharging into the District's existing Mill Villa lift station. Peak wet weather flows (PWWF) at buildout from the Valley Vista Development are estimated to be approximately 90 gallons per minute (gpm).

The PWWF will be pumped to the Mill Villa lift station where the combined flows between Valley Vista and Mill Villa will total approximately 265 gpm. The existing pumps at the Mill Villa lift station are rated at 280 gpm. Although the additional inflow does not necessitate upgrades to the facility, the District's proposed Capital Improvement Plan (CIP) budgets funds to rehabilitate the Mill Villa lift station due to its age.

Additionally, the Valley Vista Development will generate approximately \$1.4 million in sewer capacity fees and \$140,000 in annual rate revenue. The additional electrical cost to pump buildout Valley Vista flows through the Mill Villa Pump Station is approximately \$6 per day.

In addition to the revenue generated by providing wastewater service, the Development would generate approximately \$1.6 million in water capacity fees and \$230,000 in annual rate revenue. The Developer and District have also agreed to cost share in the upsizing of a water storage tank that will benefit District ratepayers in the regional area.

Attachments:

Developer Agreement dated April 23, 2019

Amendment #1 dated October 8, 2019

Minutes from Board Meetings

Assessor's Parcel No.: 059-020-065 thru 68

Recorded at the Request of and
when recorded return to:

TUOLUMNE UTILITIES DISTRICT
18885 Nugget Blvd. Sonora,
CA 95370

AGREEMENT REGARDING CONSTRUCTION AND TRANSFER OF
WATER MAIN LINE EXTENSION AND WATER STORAGE TANK
TO SERVE PHASE I OF THE VALLEY VISTA DEVELOPMENT

This Agreement entered into this 23rd day of April, 2019, by and between the TUOLUMNE UTILITIES DISTRICT hereinafter referred to as "District" and Valley Vista Property Investments, LP and Valley Vista, LLC hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, the Developer is proposing to develop 4 parcels totaling 92.72 ± acres of land generally located along Golf Links Drive in the community of Jamestown, identified as assessor's parcel numbers 059-020-065 thru 68, in Tuolumne County, California, for which the overall Development is proposed to include 189 residential units, 41 condominium units, a commercial center, and a community center; and

WHEREAS, Developer is proposing to construct 71 residential units and 9 condominium units in Phase I of the project, (all hereinafter referred to as the "Development"); and

WHEREAS, subsequent Phases of the Development will require a separate development agreement with the District; and

WHEREAS, a description of the Development boundaries is attached hereto as Exhibit A, and a map showing the planned Development and improvements is attached hereto as Exhibits B and C; and

WHEREAS, for Phase 1 of the Development, the Developer is proposing to construct approximately 4,600 linear feet ("l.f.") of 8-inch water pipeline, 1,100 l.f. of 10-inch water pipeline, 300 l.f. of 4-inch water pipeline and related facilities, in public right-of-way and/or, public utility easement, to serve Phase I of the Development and desires to transfer the same to the District upon completion of construction; and

WHEREAS, the Developer is proposing to construct a water storage tank to serve the development and the anticipated water storage demands for Development at full build out require construction of a 230,000 gallon tank; and

WHEREAS, the District desires a 500,000 gallon tank for the efficiency and operation of the District's system to serve the community including the development; and

WHEREAS, conditions for cost sharing for construction of the water storage tank are included herein under special provisions paragraphs #19 and #20 and attached hereto as Exhibit D; and

WHEREAS, District is agreeable to accepting the transfer, operation, and maintenance of the pipeline facilities located in public right-of-way, public easement and McKibbin Drive right-of-way, water storage tank and tank lot and to provide service therefrom, on the terms provided herein and their performance by Developer; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

STANDARD PROVISIONS FOR WATER

1. General and Construction Requirements. The water facilities shall be designed, constructed and be operable to District's satisfaction, which shall be a condition precedent to District's obligation to accept the same under this Agreement. District requirements shall include, but not be limited to the following:

- a. Developer shall design and construct the water facilities to District's standards and any other applicable State Regulatory Agency requirements, whichever are most stringent. All plans and specifications shall be prepared by a licensed civil engineer registered in the State of California and approved by the District.
- b. Three complete sets of plans and specifications and two sets of submittals for the water facilities shall be submitted to the District for review and consideration of approval prior to construction. Construction shall not proceed until all plans and specifications are stamped with evidence of District approval and a preconstruction meeting is held between representatives of District and Developer. District review of plans and specifications shall commence after receipt of the initial deposit (see Paragraph #3).
- c. All facilities in the system shall be tested to meet District requirements. No facilities or portion thereof will be accepted without meeting District testing requirements. The District shall have the right at any time or from time to time to inspect work in progress in the construction of the water facilities. Use of said facilities shall be subject to approval by the District's General Manager.

2. District to Serve Development. Provided that Developer complies with the provisions of this Agreement, District will, from and after completion of the facilities in accordance with this Agreement and after District's acceptance of the Deed and payment of applicable connection and/or capacity fees, render and provide water service to the Development as shown on Exhibit B and will bill the property owner in accordance with all rules and regulations of the District, as those rules and regulations may change from time to time.

3. Initial and Additional Deposits. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable inspection, administration, and engineering fees as specified in Special Provisions, Paragraph #18, which deposit will be used by the District to pay for costs incurred. Additional deposits may be required from time to time if District costs exceed or will exceed the deposits made and developer agrees to make those additional deposits if required by District. If Developer fails to make timely additional deposits, District in its sole and absolute discretion may terminate this agreement, including without limitation, the revocation of water service to the development.

4. Licensed Contractor. The Developer, or its authorized representative (contractor) to perform the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the proposed project. District reserves the right to waive this requirement at its discretion where permitted under state statute.

The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water facilities. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. It is the intent of the District that the work be performed by a contractor who furnishes satisfactory evidence of qualifications to do the work, and District reserves the right to deny any contractor that does not meet the necessary qualifications.

5. Permits, Easements, and Related Costs. The Developer shall obtain all necessary federal, local, county, and state permits (including encroachment permits) and conform to requirements thereof and shall arrange for inspection and pay any necessary fees and deposits. Developer shall obtain all permanent and temporary easements necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance and removal of said facilities, and said easements shall be in a form approved by the District and shall be submitted and/or conveyed to the District for approval and acceptance prior to commencement of construction of the facilities. Permanent easements shall be in a recordable form and shall be 15 feet in minimum width. Easements shall be delivered by the Developer and shall be accepted by the District prior to transferring ownership of water facilities to the District. Developer and Developer's successors and assigns shall not construct, over, under

Developer Agreement
Valle Vista-Phase I

or in any way encroach upon the permanent easements granted to District under this agreement except as approved in writing by the District and then only in a manner consistent with the provision of any easement granted District hereunder. This provision shall survive the termination of this Agreement.

6. Final Inspection and Reimbursement of District Costs. The Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities as needed or required for the approval of the facilities by the District and any other regulatory agency having jurisdiction, including, but not limited to the State Water Resources Control Board. Upon completion of all Developer constructed facilities, Developer shall request a final inspection of those facilities by District. District is not obligated to accept any facilities until those facilities receive a final inspection and are approved as completed, by the District, which final inspection and approval shall be effected only with the written concurrence of the District's General Manager. Prior to District acceptance and final approval of any facilities constructed by Developer, Developer shall pay all reimbursable costs incurred by the District for inspection, testing, and engineering over and above the initial fees as specified in Paragraph #18. Upon acceptance and final approval, the Developer shall transfer all interests in the facilities and real property as provided for in Paragraph #10.

7. Underground Obstructions. The District does not assume any responsibility or liability whatsoever during the construction of the water facilities. Any locations of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines or obstructions.

8. Record Drawings, Specifications, Values, Etc. Developer shall, as a condition precedent to District's acceptance of the water facilities and its obligations under this agreement, provide to the District:

- a. A complete and final set of as-built (Record Drawings) plans for the water facilities, satisfactory to the District's General Manager, together with a copy of the specifications and any contract documents used for the construction of the water facilities. Said as-built plans shall also show any other utilities within the easements for the water facilities. District also requests, when available, an electronic copy of Record Drawings in an AutoCad or equivalent format.
- b. A complete detailed statement of account, satisfactory to the District's Finance Director, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

9. Indemnity, Insurance, and Sureties.

- a. Indemnification - The Developer and any successors, assigns, or heirs shall defend, indemnify and hold the District harmless against any and all claims, including payment of reasonable attorney's fees and costs, for loss, personal injury, death, or property damage resulting from, related to, or arising out of: (a) the District's approval of this agreement, (b) the CEQA process, approvals, and any environmental issues, (c) the construction of the facilities, including without limitation the means, methods, materials, or products used or employed by Developer in the construction of those facilities constructed solely by Developer. These indemnifications shall survive the termination of this agreement.
- b. Insurance - Developer or its authorized representative to do the work (contractor) shall maintain and be responsible for subcontractors, and outside owners or operators of equipment, to maintain during the construction of the water facilities the following coverage:
 - Workers' Compensation: Workers' compensation or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether federal or state, where Developer operates, including employers liability insurance.

- Comprehensive General and Comprehensive Automobile Liability: Comprehensive general liability and comprehensive automobile liability of not less than \$ 3,000,000.00 combined single limit or equivalent for bodily injury, personal injury and property damage as a result of any one occurrence. Said policy shall be placed with a carrier or carriers licensed to do business in the State of California, and shall cover Developer's contractual liability to District.

These policies shall name the District as an additional named insured, and shall be primary and underlying to District's insurance and shall not be excess or contributing with any District insurance. Certificates of insurance shall be delivered to the District verifying such coverage and shall include a statement that thirty (30) days written notice shall be given by the carrier to District prior to any cancellation of, or material change in said insurance.

- c. Submittal of Insurance Certificates with Endorsements - Insurance certificates (ACCORD form) and endorsements in a form satisfactory to the District shall be delivered to the District prior to commencement of construction, and prior to District approval of plans and specifications.

10. Transfer of Facilities to District after Completion. For any facilities constructed by the Developer, the Developer will execute and obtain all signatures of any other parties having any interest (including any Deeds of Trust), and deliver a deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed facilities to the District. The deed shall include the transfer of all real property, interest in real property, easements and rights-of-ways, and all overlying rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the water facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Title to the facilities and the interests in real property transferred shall be good, clear, and free and clear of all encumbrances, liens or charges. Developer shall not execute and deliver the deed to District until all costs of construction of the facilities shall have been paid for by the Developer and the time for filing mechanics liens shall have expired. The Developer shall pay any costs of title insurance thereon deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer and the transfer shall not be completed until the facilities have been accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect with adjacent facilities, as it deems appropriate.

11. Developer Assistance. Developer shall both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation, and maintenance of the facilities, and obtain, execute, and provide any and all documents needed to expeditiously complete or implement the takeover of the facilities.

12. Warranties. The Developer hereby warrants that as of the time the District accepts the transfer of all facilities and interests required by Paragraph #10 (or when Developer thereafter complete the installation of any works or components subsequently installed, repaired, or replaced) that the facilities and all components thereof, will be in satisfactory working order and quality, have been constructed and installed in compliance with specifications and as-built plans being provided to District and in accordance with applicable requirements of any governmental agency having jurisdiction, and that the same will operate in good and sufficient manner for the purpose intended for not less than two (2) years after said date; and Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District for such event occurring within said warranty period.

13. No Water Service Prior to Completion and Transfer. The Developer shall not allow any occupant or person to commence operations or use of any part of the proposed water facilities prior to the transfer and acceptance by the District of the water facilities, without the express written consent of the District. Such consent will normally not be given. Without limiting in any way District's right to refuse such consent, District may allow service prior to acceptance of the facilities provided adequate surety is posted to assure the completion and transfer of the water facilities within a period of time specified by the District. In addition, other conditions or restrictions may also be imposed by the District upon such prior service.

14. Performance. In consideration hereof, Developer agrees to promptly design and construct the water facilities and to

Developer Agreement
Valle Vista-Phase I

transfer the same to the District in accordance with the terms hereof. If construction of the water facilities has not been completed and accepted by District within eighteen (24) months from the date of execution of this Agreement, the District shall have the option to terminate this Agreement.

15. Assignment. Neither this agreement nor any of the Developer's rights under it shall be transferable or assignable without the express written consent of the District, but in the event of any assignment, all terms, conditions and obligations herein shall be binding upon the assignee. This Agreement shall be recorded against the property constituting the development area with the Tuolumne County Recorder.

16. Waiver. The waiver by either Party hereto of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to this Agreement shall be of no force or effect unless it is in writing and signed by the Parties.

SPECIAL PROVISIONS

18. Administration, Engineering and Inspection Fees. The Developer shall submit full payment of the following charges prior to the District's review of the required construction plans and easements:

Administration Charge	\$ 500.00
Engineering Labor Deposit	\$ 1,100.00
Inspection Labor Deposit	<u>\$ 4,100.00</u>
	\$ 5,700.00 Deposit Total
Labor Rates	
a. Engineering Labor	\$ 130.00 per hour
b. Inspection Labor	\$ 105.00 per hour
c. Construction Labor	\$ 100.00 per hour

The Administration Charge is a one-time charge that covers District staff time involving assistance to the Developer regarding agreement preparation, agenda scheduling, and bookkeeping. The engineering labor and inspection charges are for time expended for review of CEQA requirements, plan review, easement review, project management, and construction site facility inspections. Any funds collected but not used shall be refunded and any charges in excess of the deposit will be billed monthly. Engineering or inspection time for work other than normal working hours will be billed at one and one half times the labor rate specified above. The District reserves the right to contract out construction inspection and project management services and to bill the Developer for those costs. In such cases, Developer shall deposit the full estimated cost of outside inspection and project management services prior to the start of construction. The deposit amount and labor rates for outside construction inspection and project management may differ from those listed above.

19. District Participation to Upsize Water Storage Tank. Developer shall construct a 500,000 gallon capacity, welded steel water storage tank, including all necessary related soil analysis, testing, grading, plumbing, piping, coatings, and any other components necessary to be complete and fully operational per the District's specifications. The required storage capacity for the development is 230,000 gallons. For operational purposes the District desires a 500,000 gallon water storage tank be constructed at this location. The terms and conditions for District participation in cost sharing of the proposed water storage tank are specified in Exhibit D attached hereto.

20. Tank Lot. Developer shall grant to the District fee title for a tank lot with the dimensions of approximately 50 feet by 80 feet for the water storage tank and grant a 15-foot wide drivable access easement to the site. The tank lot shall be monumented by a licensed land surveyor.

Developer Agreement
Valle Vista-Phase I

21. Water Fees. The current fees per proposed residential unit, condominium and community center are set forth below. The fees for the proposed commercial center shall be determined at time of application and shall be based upon proposed use. The fees for water shall be paid by the Developer or the individual service applicant prior to the activation of individual service by the District. The Developer and/or applicant shall be charged the current connection fee per District regulations in effect at the time of application for service for the estimated number of ESFRs being consumed by the proposed individual service connection. The individual service applicant will be required to pay all connection fees not previously paid for or capacity not previously constructed by the Developer. The developer is constructing the storage capacity for the Development; therefore, the storage element of the water capacity fee that would normally be due at time of service has been eliminated for the units/lots which are to be served by the proposed storage tank.

Phase I - Residential Units Served by Proposed Storage Tank

		ESFR	GPD	Admin Fee (\$240)	Meter Set Fee	Capital Res. (\$1,043)	Supply (\$896)	Treatment (\$1,691)	Storage (\$3,213)	Fee Total
Water Service	1 inch meter	1	264	\$240	\$510	\$1,043	\$896	\$1,691		\$4,380
CURRENT TOTAL WATER FEES PER RESIDENTIAL UNIT:										\$4,380

Phase I - Residential Units Served by Existing TUD Milla Villa Tank

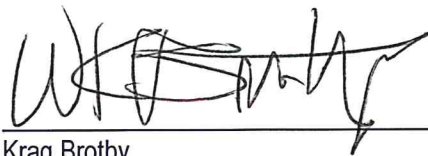
		ESFR	GPD	(\$240)	Fee	(\$1,043)	(\$896)	(\$1,691)	(\$3,213)	Fee Total
Water Service	1 inch meter	1	264	\$240	\$510	\$1,043	\$896	\$1,691	\$3,213	\$7,593
CURRENT TOTAL WATER FEES PER RESIDENTIAL UNIT:										\$7,593

Phase I - 9 Condominium Units Served by Proposed Storage Tank

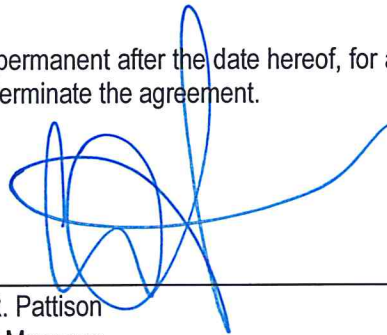
		ESFR	GPD	(\$240)	Fee	(\$1,043)	(\$896)	(\$1,691)	(\$3,213)	Fee Total
Water Service	1 inch meter	0.8	211	\$240	\$510	\$834	\$717	\$1,353		\$3,654
CURRENT TOTAL WATER FEES PER CONDO AND COMMUNITY CENTER:										\$3,654

22. District Rules. Developer agrees to abide by each of the provisions of the DISTRICT'S Water Rules and Regulations as amended from time to time.

23. Term of Agreement. The term of this Agreement shall remain permanent after the date hereof, for a period of no less than 24 months. After that time, the District or the Developer may opt to terminate the agreement.



Krag Brotby
General Partner and Managing
Member of Valley Vista LLC
General Partner of
Valley Vista Property Investments, LP



Edwin R. Pattison
General Manager
TUOLUMNE UTILITIES DISTRICT

ATTEST:



Melissa McMullen
Executive Secretary/Board Clerk

CALIFORNIA 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.

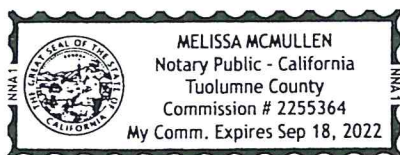
State of California)

County of Tuolumne)On April 23, 2019 before me, Melissa McMullen, Public Notary,
Date Here Insert Name and Title of the Officerpersonally appeared William Krag
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.

Signature Melissa McMullen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT A
Land Description

A.P.N. 059-020-065

A portion of Parcel 1 as shown and delineated in Book 59 of Parcel Maps at Page 02, filed in the Office of the County Recorder, Tuolumne County, California on June 8, 2018, and said parcel containing 18.67± acres and said portion being designated with Tuolumne County Assessor's Parcel No. 059-020-065.

A.P.N. 059-020-066

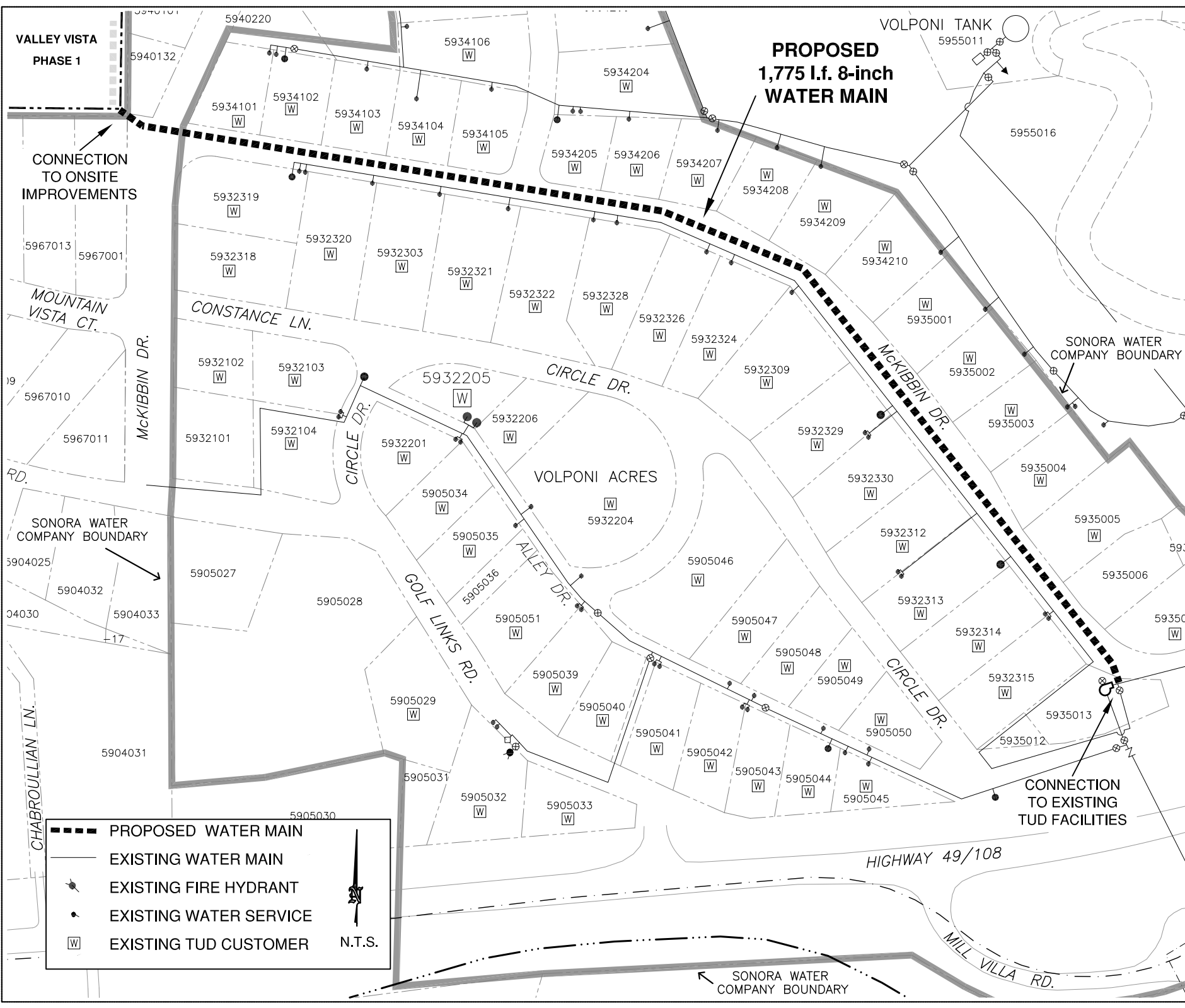
A portion of Parcel 1 as shown and delineated in Book 59 of Parcel Maps at Page 02, filed in the Office of the County Recorder, Tuolumne County, California on June 8, 2018, and said parcel containing 18.67± acres and said portion being designated with Tuolumne County Assessor's Parcel No. 059-020-066.

A.P.N. 059-020-067

Parcel 2 as shown and delineated in Book 59 of Parcel Maps at Page 02, filed in the Office of the County Recorder, Tuolumne County, California on June 8, 2018, and said parcel containing 40.24± acres.

A.P.N. 059-020-068

Parcel 3 as shown and delineated in Book 59 of Parcel Maps at Page 02, filed in the Office of the County Recorder, Tuolumne County, California on June 8, 2018, and said parcel containing 33.81± acres.



PROPOSED WATER MAIN

EXISTING WATER MAIN

EXISTING FIRE HYDRANT

EXISTING WATER SERVICE

EXISTING TUD CUSTOMER

N.T.S.



TUOLUMNE UTILITIES DISTRICT
18885 NUGGET BLVD.
SONORA, CALIFORNIA 95370
(209) 532-5536

EXHIBIT B
VALLEY VISTA PHASE I
WATER MAIN EXT. - OFFSITE IMPROVEMENTS

DATE:	4/10/2019
SCALE:	NOT TO SCALE
DRAWN BY:	AJR



TUOLUMNE UTILITIES DISTRICT
18885 NUGGET BLVD.
SONORA, CALIFORNIA 95370
(209) 532-5536

EXHIBIT C

VALLEY VISTA PHASE I

WATER MAIN EXT. - ONSITE IMPROVEMENTS

DATE: 4/10/2019
SCALE: NOT TO SCALE
DRAWN BY: AJR

BOUNDARY OF VALLEY VISTA PHASE 1 IMPROVEMENTS

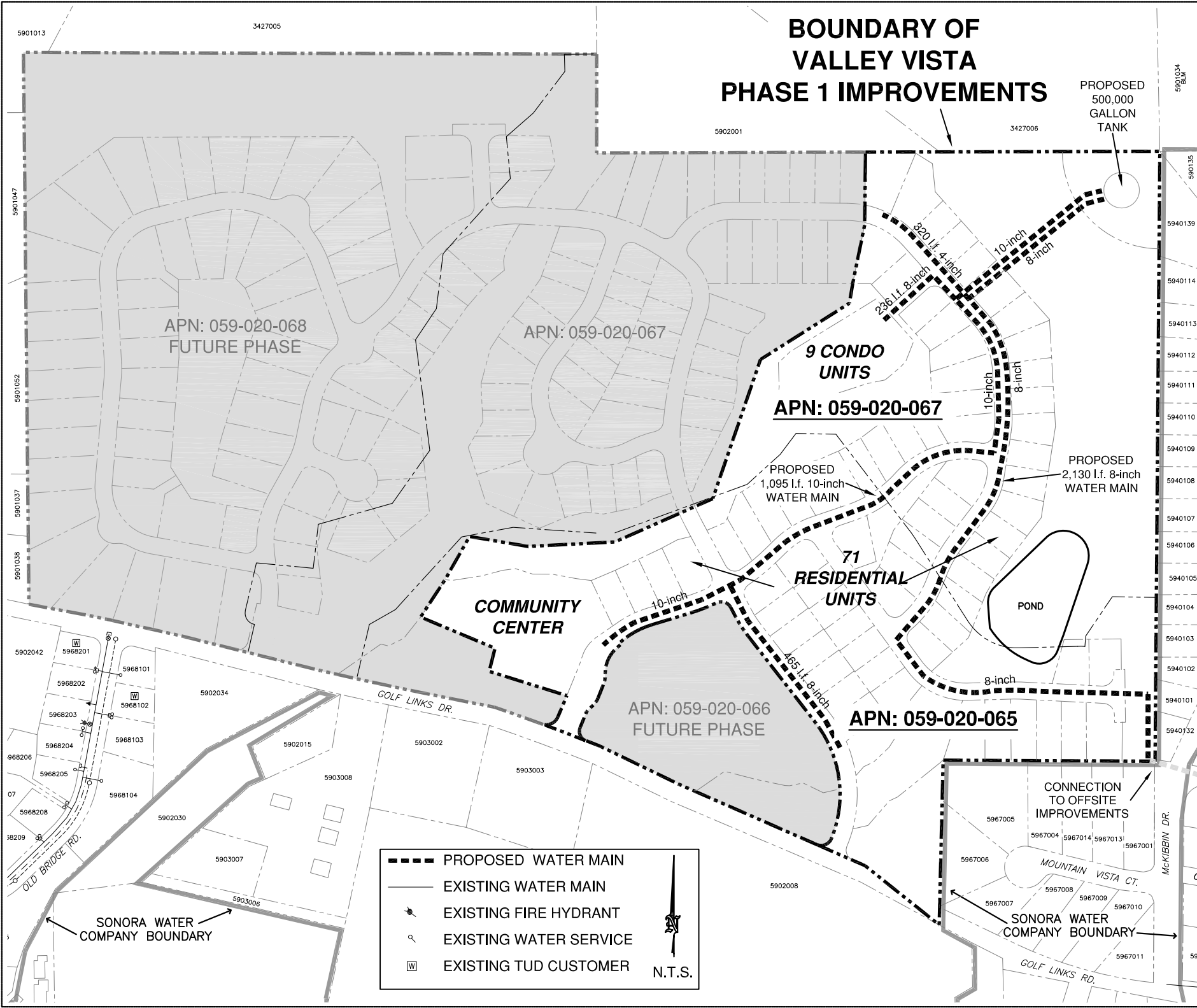


EXHIBIT D

Valley Vista Tank Cost Share Basis

It has been determined that 230,000 gallons of storage are needed to satisfy the Development. The District will contribute its proportional cost share for the tank to be increased in size to a 500,000 gallon capacity. The calculation of the District's cost share will be based upon the difference in written contractor bids for furnishing and installing the tank, foundation, and appurtenances for a 230,000 gallon tank versus a 500,000 gallon tank. The Contractor's bids shall accompany a non-collusion affidavit with a format that will be provided by the District. The District's cost share **shall not include** any costs associated with construction of:

- a. Mobilization/Demobilization
- b. Access Road
- c. Drainage Facilities
- d. Underground piping and valves (Supply and Distribution)
- e. Electrical Service and Controls
- f. SCADA/Telemetry System
- g. Fencing and Gates
- h. Asphalt or Baserock Paving
- i. Monumentation of tank lot property corners.

Eligible expenses that shall be itemized in the Contractor's bid include:

- a. Additional grading and earthwork on a per cubic yard basis for the increase in size of the tank pad to accommodate the larger tank.

TUD to pay 270,000/500,000 = 54% of the following items:

- b. Tank foundation
- c. Welded Steel Tank and Appurtenances
- d. Interior and Exterior Coatings
- e. Cathodic protection
- f. 3rd Party Tank Coating Inspection
- g. Erosion Control

After substantial completion of the tank as determined by the District Engineer, the Developer shall deliver to the District a final invoice with itemized costs including any change orders for the eligible cost items. Within 30 days of approval by the District, final payment shall be made by the District to the Developer. The District is not obligated to pay for any portion of the tank until after it has been deemed "substantially complete" and ready for operation by the District.

Assessor's Parcel No.: 059-020-065 thru 68

Recorded at the Request of and
when recorded return to:

TUOLUMNE UTILITIES DISTRICT
18885 Nugget Blvd. Sonora,
CA 95370

AMENDMENT #1

AGREEMENT REGARDING CONSTRUCTION AND TRANSFER OF
WATER MAIN LINE EXTENSION AND WATER STORAGE TANK
TO SERVE PHASE I OF THE VALLEY VISTA DEVELOPMENT

This Amendment #1 entered into this 8th day of October, 2019, by and between the TUOLUMNE UTILITIES DISTRICT hereinafter referred to as "District" and Valley Vista Property Investments, LP and Valley Vista LLC hereinafter referred to as "Developer" hereby amends the Agreement Regarding Construction and Transfer of Water Main Line Extension and Water Storage Tank to Serve Phase 1 of the Valley Vista Development dated April 23, 2019.

WITNESSETH

WHEREAS, the District and the Developer executed an agreement on April 23, 2019 to provide water service to Phase 1 of the Development; and

WHEREAS, subsequent Phases of the Development will require a separate development agreement with the District; and

WHEREAS, the Developer initially requested wastewater collection and treatment service from the Jamestown Sanitary District ("JSD"); and

WHEREAS, the Developer has been informed in writing by JSD that insufficient treatment capacity exists to serve Phase 1 of the Development; and

WHEREAS, the Developer has submitted, in writing, a request to receive wastewater service from the District; and

WHEREAS, for Phase 1 of the Development, the Developer is proposing to construct approximately 4,600 linear feet ("l.f.") of 6-inch sewer pipeline, 25 sewer manholes, a sewer pump station, 3,100 linear feet of forcemain and related facilities, in public right-of-way and/or, public utility easement, to serve Phase I of the Development and desires to transfer the same to the District upon completion of construction; and

WHEREAS, District is agreeable to accepting the transfer, operation, and maintenance of the pipeline and pumping facilities located in public right-of-way, public easement to provide service therefrom, on the terms provided herein and their performance by Developer; and

NOW, THEREFORE, THE PARTIES HERETO AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

STANDARD PROVISIONS FOR WASTEWASTEWATER

A1. General and Construction Requirements. The wastewater facilities shall be designed, constructed and be operable to District's satisfaction, which shall be a condition precedent to District's obligation to accept the same under this Agreement. District requirements shall include, but not be limited to the following:

- a. Developer shall design and construct the wastewater facilities to District's standards and any other applicable State Regulatory Agency requirements, whichever are most stringent. All plans and specifications shall be prepared by a licensed civil engineer registered in the State of California and approved by the District.
- b. Three complete sets of plans and specifications and two sets of submittals for the wastewater facilities shall be submitted to the District for review and consideration of approval prior to construction. Construction shall not proceed until all plans and specifications are stamped with evidence of District approval and a preconstruction meeting is held between representatives of District and Developer. District review of plans and specifications shall commence after receipt of the initial deposit (see Paragraph #3).
- c. All facilities in the system shall be tested to meet District requirements. No facilities or portion thereof will be accepted without meeting District testing requirements. The District shall have the right at any time or from time to time to inspect work in progress in the construction of the wastewater facilities. Use of said facilities shall be subject to approval by the District's General Manager.

A2. District to Serve Development. Provided that Developer complies with the provisions of this Agreement, District will, from and after completion of the facilities in accordance with this Agreement and after District's acceptance of the Deed and payment of applicable connection and/or capacity fees, render and provide wastewater service to the Development as shown on Exhibit B and will bill the property owner in accordance with all rules and regulations of the District, as those rules and regulations may change from time to time.

A3. Initial and Additional Deposits. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable inspection, administration, and engineering fees as specified in Special Provisions, Paragraph #18, which deposit will be used by the District to pay for costs incurred. Additional deposits may be required from time to time if District costs exceed or will exceed the deposits made and developer agrees to make those additional deposits if required by District. If Developer fails to make timely additional deposits, District in its sole and absolute discretion may terminate this agreement, including without limitation, the revocation of wastewater service to the Development.

A4. Licensed Contractor. The Developer, or its authorized representative (contractor) to perform the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the proposed project. District reserves the right to waive this requirement at its discretion where permitted under state statute.

The Developer, or its contractor, shall be skilled and regularly engaged in the installation of wastewater facilities. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. It is the intent of the District that the work be performed by a contractor who furnishes satisfactory evidence of qualifications to do the work, and District reserves the right to deny any contractor that does not meet the necessary qualifications.

A5. Permits, Easements, and Related Costs. The Developer shall obtain all necessary federal, local, county, and state permits (including encroachment permits) and conform to requirements thereof and shall arrange for inspection and pay any necessary fees and deposits. Developer shall obtain all permanent and temporary easements necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance and removal of said facilities, and said easements shall be in a form approved by the District and shall be submitted and/or conveyed to the District for approval and acceptance prior to commencement of construction of the facilities. Permanent easements shall be in a recordable form and shall be 15 feet in minimum width. Easements shall be delivered by the Developer and shall be accepted by the District prior to transferring ownership of wastewater facilities to the District. Developer and Developer's successors and assigns shall not construct, over, under or in any way encroach upon the permanent easements granted to District under this agreement except as approved in writing by the District and then only in a manner consistent with the provision of any easement granted District hereunder. This provision shall survive the termination of this Agreement.

A6. Final Inspection and Reimbursement of District Costs. The Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities as needed or required for the approval of the facilities by the District and any other regulatory agency having jurisdiction, including, but not limited to the State Wastewater Resources Control Board. Upon completion of all Developer constructed facilities, Developer shall request a final inspection of those facilities by District. District is not obligated to accept any facilities until those facilities receive a final inspection and are approved as completed, by the District, which final inspection and approval shall be effected only with the written concurrence of the District's General Manager. Prior to District acceptance and final approval of any facilities constructed by Developer, Developer shall pay all reimbursable costs incurred by the District for inspection, testing, and engineering over and above the initial fees as specified in Paragraph #18. Upon acceptance and final approval, the Developer shall transfer all interests in the facilities and real property as provided for in Paragraph #10.

A7. Underground Obstructions. The District does not assume any responsibility or liability whatsoever during the construction of the wastewater facilities. Any locations of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines or obstructions.

A8. Record Drawings, Specifications, Values, Etc. Developer shall, as a condition precedent to District's acceptance of the wastewater facilities and its obligations under this agreement, provide to the District:

- a. A complete and final set of as-built (Record Drawings) plans for the wastewater facilities, satisfactory to the District's General Manager, together with a copy of the specifications and any contract documents used for the construction of the wastewater facilities. Said as-built plans shall also show any other utilities within the easements for the wastewater facilities. District also requests, when available, an electronic copy of Record Drawings in an AutoCad or equivalent format.
- b. A complete detailed statement of account, satisfactory to the District's Finance Director, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

A9. Indemnity, Insurance, and Sureties. (Note: Requirements below are common and not additive to the original agreement.)

- a. Indemnification - The Developer and any successors, assigns, or heirs shall defend, indemnify and hold the District harmless against any and all claims, including payment of reasonable attorney's fees and costs, for loss, personal injury, death, or property damage resulting from, related to, or arising out of: (a) the District's approval of this agreement, (b) the CEQA process, approvals, and any environmental issues, (c) the construction of the facilities, including without limitation the means, methods, materials, or products used or employed by Developer in the construction of those facilities constructed solely by Developer. These indemnifications shall survive the termination of this agreement.
- b. Insurance - Developer or its authorized representative to do the work (contractor) shall maintain and be responsible for subcontractors, and outside owners or operators of equipment, to maintain during the construction of the wastewater facilities the following coverage:
 - Workers' Compensation: Workers' compensation or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether federal or state, where Developer operates, including employers liability insurance.
 - Comprehensive General and Comprehensive Automobile Liability: Comprehensive general liability and comprehensive automobile liability of not less than \$ 3,000,000.00 combined single limit or equivalent for bodily

injury, personal injury and property damage as a result of any one occurrence. Said policy shall be placed with a carrier or carriers licensed to do business in the State of California, and shall cover Developer's contractual liability to District.

These policies shall name the District as an additional named insured, and shall be primary and underlying to District's insurance and shall not be excess or contributing with any District insurance. Certificates of insurance shall be delivered to the District verifying such coverage and shall include a statement that thirty (30) days written notice shall be given by the carrier to District prior to any cancellation of, or material change in said insurance.

- c. Submittal of Insurance Certificates with Endorsements - Insurance certificates (ACCORD form) and endorsements in a form satisfactory to the District shall be delivered to the District prior to commencement of construction, and prior to District approval of plans and specifications.

A10. Transfer of Facilities to District after Completion. For any facilities constructed by the Developer, the Developer will execute and obtain all signatures of any other parties having any interest (including any Deeds of Trust), and deliver a deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed facilities to the District. The deed shall include the transfer of all real property, interest in real property, easements and rights-of-ways, and all overlying rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the wastewater facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Title to the facilities and the interests in real property transferred shall be good, clear, and free and clear of all encumbrances, liens or charges. Developer shall not execute and deliver the deed to District until all costs of construction of the facilities shall have been paid for by the Developer and the time for filing mechanics liens shall have expired. The Developer shall pay any costs of title insurance thereon deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer and the transfer shall not be completed until the facilities have been accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect with adjacent facilities, as it deems appropriate.

A11. Developer Assistance. Developer shall both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation, and maintenance of the facilities, and obtain, execute, and provide any and all documents needed to expeditiously complete or implement the takeover of the facilities.

A12. Warranties. The Developer hereby warrants that as of the time the District accepts the transfer of all facilities and interests required by Paragraph #10 (or when Developer thereafter complete the installation of any works or components subsequently installed, repaired, or replaced) that the facilities and all components thereof, will be in satisfactory working order and quality, have been constructed and installed in compliance with specifications and as-built plans being provided to District and in accordance with applicable requirements of any governmental agency having jurisdiction, and that the same will operate in good and sufficient manner for the purpose intended for not less than two (2) years after said date; and Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District for such event occurring within said warranty period.

A13. No Wastewater Service Prior to Completion and Transfer. The Developer shall not allow any occupant or person to commence operations or use of any part of the proposed wastewater facilities prior to the transfer and acceptance by the District of the wastewater facilities, without the express written consent of the District. Such consent will normally not be given. Without limiting in any way District's right to refuse such consent, District may allow service prior to acceptance of the facilities provided adequate surety is posted to assure the completion and transfer of the wastewater facilities within a period of time specified by the District. In addition, other conditions or restrictions may also be imposed by the District upon such prior service.

A14. Performance. In consideration hereof, Developer agrees to promptly design and construct the wastewater facilities and to transfer the same to the District in accordance with the terms hereof. If construction of the wastewater facilities has not been completed and accepted by District within twenty (24) months from the date of execution of this Agreement, the District shall have the option to terminate this Agreement.

A15. Assignment. NOT USED

A16. Waiver. NOT USED

A17. Entire Agreement. NOT USED

SPECIAL PROVISIONS

A18. Administration, Engineering and Inspection Fees. The Developer shall submit full payment of the following charges prior to the District's review of the required construction plans and easements:

Administration Charge	\$ 500.00
Engineering Labor Deposit	\$ 1,100.00
Inspection Labor Deposit	<u>\$ 4,100.00</u>
	\$ 5,700.00 Deposit Total
Labor Rates	
a. Engineering Labor	\$ 130.00 per hour
b. Inspection Labor	\$ 105.00 per hour
c. Construction Labor	\$ 100.00 per hour

The Administration Charge is a one-time charge that covers District staff time involving assistance to the Developer regarding agreement preparation, agenda scheduling, and bookkeeping. The engineering labor and inspection charges are for time expended for review of CEQA requirements, plan review, easement review, project management, and construction site facility inspections. The District reserves the right to contract out construction inspection and project management services and to bill the Developer for those costs. Any funds collected but not used shall be refunded and any charges in excess of the deposit will be billed monthly. Engineering or inspection time for work other than normal working hours will be billed at one and one half times the labor rate specified above.

A19. District Participation to Upsize Water Storage Tank. The District will allow for construction of a bolted steel tank in lieu of a welded steel tank. Therefore; all references to tank type shall hereby be amended to include "welded or bolted steel".

A20. Sewer Pump Station Lot. Developer shall grant to the District fee title for a pump station lot with driveway access with dimensions that are agreeable to the District. The lot shall be monumented by a licensed land surveyor.

A21. Wastewater Fees. The current fees per proposed residential unit, condominium and community center are set forth below. The fees for the proposed commercial center shall be determined at time of application and shall be based upon proposed use. The fees for wastewater shall be paid by the Developer or the individual service applicant prior to the activation of individual service by the District. The Developer and/or applicant shall be charged the current connection fee per District regulations in effect at the time of application for service for the estimated number of ESFRs being consumed by the proposed individual service connection. The individual service applicant will be required to pay all connection fees not previously paid for or capacity not previously constructed by the Developer. The developer is constructing the sewer pump station capacity for the Development; therefore, the lift station adder fee of the wastewater capacity fee that would normally be due at time of service has been eliminated for the units/lots which are to be served by the pump station.

Developer Agreement
Valle Vista-Phase 1-AMENDMENT #1

Phase I - Residential Units

	ESFR	GPD	Admin Fee (\$320)	Collection (\$2,059)	Treatment (\$2,345)	Disposal (\$1,064)	Lift Station Adder (\$270)	Fee Total
Sewer Service	1	160	\$320	\$2,059	\$2,345	\$1,064	\$0	\$5,788
CURRENT TOTAL SEWER FEES PER RESIDENTIAL UNIT:								\$5,788

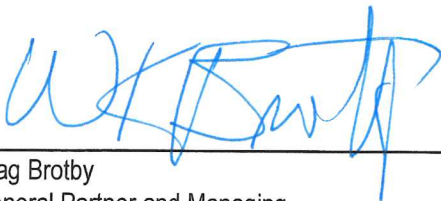
Phase I - 9 Condominium Units

	ESFR	GPD	Admin Fee (\$320)	Collection (\$2,059)	Treatment (\$2,345)	Disposal (\$1,064)	Lift Station Adder (\$270)	Fee Total
Sewer Service	0.7	112	\$320	\$1,441	\$1,642	\$745	\$0	\$4,148
CURRENT TOTAL SEWER FEES PER CONDOMINIUM UNIT:								\$4,148

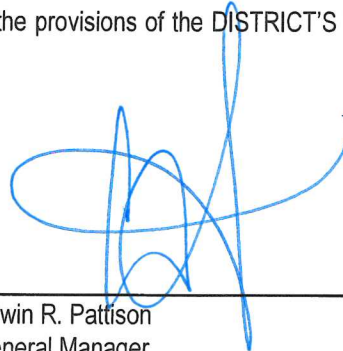
In addition to the fees detailed above, prior to the District's operation and maintenance of the wastewater facilities serving the Development, the District and the Developer will arrive at a mutually agreeable fee to be paid to cover the O&M cost burden to the District until the Development is substantially occupied and generating sufficient rate revenue to sustain ongoing O&M costs. The amount and timing of such payments will be the subject of a separate agreement between the District and the Developer.

A22. District Rules: Developer agrees to abide by each of the provisions of the DISTRICT'S Wastewater Ordinance as amended from time to time.

A23. Term of Agreement: NOT USED



Krag Brotby
General Partner and Managing
Member of Valley Vista LLC
General Partner of
Valley Vista Property Investments, LP



Edwin R. Pattison
General Manager
TUOLUMNE UTILITIES DISTRICT

ATTEST:



Melissa McMullen
Executive Secretary/Board Clerk



9/27/2019

Ed Pattison - General Manager
Erik Johnson - District Engineer
Tuolumne Utilities District
18885 Nugget Blvd., Sonora, CA 95370

Dear Mr. Pattison and Mr. Johnson

Valley Vista Property Investments, LP and The Robinson 2000 Trust formally request that Tuolumne Utilities District provide sewer service for the Valley Vista Community on Golf Links Road. Recent correspondence from Jamestown Sanitary District has shown that they do not have capacity in their new Wastewater Treatment Facility to service even our first phase of development. The parcels that comprise the Valley Vista Community are:

Valley Vista Property investments LP is the owner of Parcels 1&2 (See Attached Map)

Parcel 1	APN 59-020-65 11.67 Acres
	59-020-66 7.00 Acres
Parcel 2	APN 50-020-67 40.24 Acres

Robinson Family Trust is the owner of Parcel 3

Parcel 3	APN 59-020-68 33.81 Acres
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If you have any questions, I can be contacted by phone at 209 822-1011 or by email at kragby@gmail.com.

Sincerely;

Krag Brothby
General Partner and Managing
Member of Valley Vista LLC
General Partner of
Valley Vista Property Investments, LP



JAMESTOWN SANITARY DISTRICT
18351 Main Street ~ P.O. Box 247
Jamestown, California 95327
Phone: 209-984-5177 Fax: 209-984-5136
Email: jsdistrict@mlode.com

September 25, 2019

VIA EMAIL kragby@gmail.com

Mr. Krag Brotby, Managing Member
Valley Vista, LLC
10970 Golf Links Road
Jamestown, CA 95327

Subject: Valley Vista Village Project

Dear Mr. Brotby,

Thank you for your letter of August 28, 2019. As you are aware, the Jamestown Sanitary District (District) is near the end of available uncommitted capacity associated with its new wastewater treatment plant (WWTP) and has been working towards quantifying the uncommitted capacity available to the public, including your Valley Vista Village (Project). As you may be aware, municipal sanitary service providers allow connections to property owners over many, many years. This District is no different. In allowing the connections the District, upon payment of a capacity charge, agrees to commit to reserve that paid for capacity for the property subject to payment of monthly service charges and compliance with the District's ordinances and regulations, whether the maximum capacity paid for is currently used or not. As an example, there currently are high-water dischargers (e.g. restaurants) that are currently vacant and not discharging into the system, but since they continue to pay the applicable monthly service charges, the District is obligated to make certain that capacity is available to them for when they need it. Thus, while your letter places emphasis on the current Average Dry Weather Flow (ADWF), that figure only reflects the current used capacity entering the WWTP. It does not reflect the capacity that the District has committed to its users. A practice many municipal sewerage system provider's use to address this is to reserve (Reserve) 20% of the WWTP design capacity to ensure it can meet its commitments. The District finds itself in the position of needing to take such action.

During the last several months, the District's engineer and staff have been calculating the current available uncommitted capacity of the new WWTP, as well as reevaluating the value assigned for each ESFR to establish a Reserve and avoid committing to capacity requests in excess of the design of the WWTP. The following is the results of those efforts:

WWTP Design Capacity	230,000 gpd
ADWF	187,000 gpd
<u>Current Remaining Capacity¹</u>	<u>43,000 gpd</u>

In order to ensure the District maintains a sufficient Reserve and be certain it can meet the capacity commitments it has already made, and in light of the size of the District, District engineer and staff are prepared to recommend to the Board of Directors to Reserve 10% of the WWTP's capacity as opposed to the 20% typically reserved by other municipalities. Thus, the capacity available to the public and the Project would be as follows:

Current Remaining Capacity ²	43,000 gpd
10% Reserve WWTP Capacity	23,000 gpd
Reserved Committed Capacity	10,500 gpd
<u>Available Uncommitted Capacity</u>	<u>9,500 gpd</u>

Based on the current ESFR value, the District currently has 38 ESFRs available with the new WWTP. However, the District's engineer and staff, as part of their evaluation, have concluded that they are comfortable recommending to the Board of Directors that the District's wastewater generation value be reduced from 250 gpd to 160 gpd per ESFR. Assuming the Board agrees with this recommendation, the available capacity to the public and Project would be 83 ESFRs as of the date of this letter.

The District's engineer and staff will present its recommendation to amend the ESFR value to 160 gpd and establish a 10% Reserve of the new WWTP capacity at its next regular public meeting having a required quorum of attendance.

If the owners of the Project would like to move forward with obtaining a commitment from the District for its available capacity through a Will Serve Agreement, please contact me to set up a date, time and location. The following is a list of some of the deal points that will need to be negotiated:

- Timing of payment of capacity charges (expected at the time of execution of the agreement).
- The amount of available capacity sought.
- Timing of payment of application and connection fees.
- Design and construction of sewer systems to be dedicated to the District.
- Timing of payment of monthly service charges and amount.
- When connections must be made to the District sewer system.

¹ This figure does not reflect the uncommitted capacity available. It only reflects the currently unused capacity of the WWTP.

² This figure does not reflect the uncommitted capacity available. It only reflects the currently unused capacity of the WWTP.

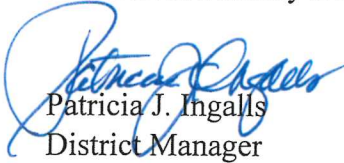
The District is also willing to begin negotiations regarding expanding the District's WWTP to create new capacity the Project might desire. Of course, these negotiations will be more complex and lengthier than those for a Will Serve Agreement.

It is important to note that since two of the District's five Directors have property within 500 feet of the Project, they are prohibited from participating in any way with the District's decisions regarding the Project, including voting to approve a Will Serve Agreement for the Project. It is also important to note that of the three Directors who do not have a conflict of interest, one will be unavailable through October thus depriving the District of a quorum for approval of an agreement until November.

The District looks forward to your response.

Sincerely,

Jamestown Sanitary District



Patricia J. Ingalls
District Manager

CC: J. Black, District Engineer
D. Schroeder, District Counsel
C. Billings, Chief Plant Operator

VISTA DEVELOPMENT

Proposed

3,900 lf of New 6-inch Forcemain

240 lf - Bore and Jack

5,0
to

Mill Villa Sewer Pump Station



**TUOLUMNE UTILITIES DISTRICT
REGULAR MEETING MINUTES
APRIL 23, 2019**

A regular meeting of the Board of Directors of Tuolumne Utilities District convened at 2:00 p.m. at the District Office, 18885 Nugget Blvd., Sonora, California.

Call to Order

Note: Due to an internet outage at the District this Board meeting was not recorded.

Members of the public were also present.

Pledge of Allegiance

I. Public Forum

A member of the public addressed the Board stating that May is Mental Health Awareness Month and would like to see an agenda item in May that discusses the importance of mental health.

II. Consent Calendar

1. Minutes of the Regular Board Meeting of April 9, 2019 and Special Board Meeting of April 15, 2019

Director Ringen, Vice President moved to approve the Minutes of the Regular Board Meeting of April 9, 2019 and Special Board Meeting of April 15, 2019. Director Kopf seconded the motion and it was approved unanimously.

III. Regular Business

2. PowerPoint Rural Water – Fire Nexus

Director Balen presented a PowerPoint presentation providing context and background regarding the use of treated water and raw water in fire suppression activities and responded to questions.

Chief Josh White, Cal Fire, addressed the Board providing information regarding using potable or non-potable water for fire suppression in Tuolumne County.

Public Comment was received.

Director Kopf and Director Kerns recused themselves from Item #3 due to a Conflict of Interest. Both Director Kopf and Director Kerns exited the room before discussion began on Item #3.

3. Resolution adopting CEQA Notice of Determination and Agreement Regarding Construction and Transfer of Water Main Line Extension and Water Storage Tank to Serve Phase I of the Valley Vista Development—Valley Vista Property Investments, LP and Valley Vista, LLC.

Erik Johnson gave an overview of the agreement regarding construction and transfer of water main line extension and water storage tank to serve Phase 1 of the Valley Vista Development – Valley Vista Property Investments, LP and Valley Vista, LLC and responded to questions.

Public comment was received.

Director Balen moved to adopt Resolution No. 4-19 adopting CEQA Notice of Determination and approve the Agreement Regarding Construction and Transfer of Water Main Line Extension and Water Storage Tank to Serve Phase I of the Valley Vista Development—Valley Vista Property Investments, LP and Valley Vista, LLC. Director Ringen, Vice President seconded the motion and it was approved 3-0.

Yes: Director Rucker, President, Director Ringen, Vice President and Director Balen
Recusals: Director Kerns and Director Kopf

4. Authorize Agreement with Pace Engineering for Planning and 30% Design of Upgrades to the Sonora Regional Wastewater Treatment Plant

Erik Johnson gave an overview of the agreement with Pace Engineering for planning and 30% design of upgrades to the Sonora Regional Wastewater Treatment Plant and responded to questions.

Public comment was received

Director Ringen, Vice President moved to authorize the General Manager to execute an agreement with Pace Engineering in the amount of \$377,460 for planning and 30% design services for the Sonora Regional Wastewater Treatment Plant Improvement Project. Director Kerns seconded the motion and it was approved unanimously.

5. Budget Report and Balance Sheet for Quarter Ending March 31, 2019

Steve Sheffield presented a Budget Report and Balance Sheet for Quarter Ending March 31, 2019 and responded to questions.

Director Kerns moved to accept and file the report. Director Balen seconded the motion and it was approved unanimously.

6. Operational Update on the Water and Wastewater Departments

Don Perkins gave an Operational Update on the Water and Wastewater Departments and responded to questions.

Director Kerns moved to accept and file the report. Director Ringen, Vice President seconded the motion.

IV. Staff Reports

Ed Pattison reported on the following items:

-June 6, 2019: District will hold a Water Supply Tour

V. Directors Communication and Report

Director Balen reported on the following items:

-April 10, 2019: Attended the District's Reclamation Luncheon

-April 11 & 12, 2019: Attended/participated in the Mountain Counties Water Resources Association Board meeting in Yuba, CA

-April 17, 2019: Attended/participated in the ACWA Headwaters Implementation Work Group meeting

Director Kopf reported on the following items:

-April 10, 2019: Attended the District's Reclamation Luncheon

-April 13, 2019: Attended the Home and Garden Show; Helped Lisa Westbrook with the

TUD booth

Director Ringen reported on the following items:

- April 10, 2019: Attended/participated in the Twain Harte Community Services District Board meeting
- April 10, 2019: Attended the District's Reclamation Luncheon
- April 13, 2019: Attended the Home and Garden Show; Helped Lisa Westbrook with the TUD booth
- April 15, 2019: Attended/participated in the District's Special Board meeting
- April 17, 2019: Attended/participated in the Tuolumne-Stanislaus IRWMP WAC meeting

Director Rucker reported on the following items:

- April 18, 2019: Met with Ed Pattison and Rocky Deal

Adjournment

The meeting was adjourned at 5:21 p.m.

Date: May 14, 2019



Bob Rucker, President
Board of Directors

ATTEST:

Melissa McMullen,
Executive Secretary/Board Clerk



TUOLUMNE UTILITIES DISTRICT
REGULAR MEETING MINUTES
OCTOBER 8, 2019

A regular meeting of the Board of Directors of Tuolumne Utilities District convened at 2:00 p.m. at the District Office, 18885 Nugget Blvd., Sonora, California.

The following Directors and staff were present:

Director Rucker, President
Director Ringen, Vice President
Director Balen
Director Kerns
Director Kopf

Edwin R. Pattison, General Manager
Erik Johnson, District Engineer
Don Perkins, Operations Manager
Abby Parcon, Human Resources Director
Lisa Westbrook, Customer and Public Relations Coordinator

Call to Order

Members of the public were present. No members of the press were present.

Pledge of Allegiance

I. Public Forum

Public comment was received.

II. Consent Calendar

1. Minutes of the Regular Board Meeting of September 24, 2019
2. Approval of Reimbursement Claims for Directors Statement of Meetings Attended and/or Travel Expenses and the Claim Summary for September 2019
3. Consideration to Approve a Resolution to Adopt the Association of California Water Agencies Integrated Regional Water Management Plan Policy Principles
4. Reject Claim for Damages – Claim No. 19-02; Patricia Roman; Claimant

Director Kopf moved to approve all items on the Consent Calendar. Director Balen seconded the motion and it was approved unanimously.

III. Regular Business

Ed Pattison requested that Item #6 be moved ahead of Item #5 for discussion and consideration. The consensus of the Board was to move Item #6.

5. Consideration of Amendment to Agreement to Serve Phase 1-Valley Vista Development

Board members Director Kerns and Director Kopf recused from this item and exited the room. Ed Pattison addressed the Board that TUD had an agreement currently in

place for the Phase 1-Valley Vista development for water services. A formal amendment to the agreement was requested from Valley Vista developers to allow the extension of wastewater collection treatment and disposal services. Erik Johnson displayed a map of the wastewater services TUD would provide with this development and answered questions from the Board.

Director Ringen, Vice President moved to approve Consideration of Amendment to Agreement to Serve Phase 1-Valley Vista Development Director Balen seconded the motion.

Approved: 3-0, Director Rucker, Director Balen and Director Ringen. Recused: Director Kerns and Director Kopf.

6. Consideration to Adopt Resolution Declaring October 5 to October 13, 2019 to be Water Professionals Appreciation Week

Abby Parcon addressed the Board to announce Water Professionals Appreciation Week. Abby Parcon read Resolution No. 20-19 declaring October 5-13, 2019 Water Professionals Week and thanked the TUD employees for their service.

Director Balen moved to approve Consideration to Adopt Resolution Declaring October 5 to October 13, 2019 to be Water Professionals Appreciation Week Director Ringen, Vice President seconded the motion.

7. Presentation by Carollo Engineers on the Preliminary Design of the Sierra Pines Regional Water Treatment Facility

Ed Pattison addressed the Board about the importance of the Sierra Pines Regional Water Treatment Facility project. Chris Cleveland, P.E. with Carollo Engineering presented a PowerPoint presentation on the Sierra Pines Water Treatment Facility. Erik Johnson stated that the Board approved an agreement last year to get this project started with Carollo Engineering. Mr. Cleveland and Erik Johnson answered questions from the Board. Board direction was for Staff to research grant opportunities to fund design, environmental, and construction, as well as examining multi-beneficial water storage concepts to better integrate into the site.

Director Kopf moved to approve Presentation by Carollo Engineers on the Preliminary Design of the Sierra Pines Regional Water Treatment Facility Director Kerns seconded the motion.

8. Authorize Execution of an Agreement with Salix Consulting Inc. to Conduct a Wetland Delineation of the Sierra Pines Site

Erik Johnson addressed the Board and explained the options related to the Scope of Work for a wetland delineation of the Sierra Pines site and responded to questions. Director Rucker asked that Staff look into the recent changes effecting WOTUS (Waters of the United States) and how this may impact this project.

Director Kerns moved to approve Authorize Execution of an Agreement with Salix Consulting Inc. to Conduct a Wetland Delineation of the Sierra Pines Site Director Balen seconded the motion.

IV. Staff Reports

Ed Pattison reported on the following items:

- Reminded the Board about Jamestown Tank Project ribbon cutting ceremony to be held Thursday, October 10th.
- The Board members have an informational packet containing the Budget, CIP and

Strategic Plan.

-PG&E Public Safety Power Shutoffs are scheduled to start Wednesday, October 9th in Tuolumne County.

V. Directors Communication and Reports

Director Balen reported on the following items:

-Reviewing the Leave Behind document.

Director Ringen reported on the following items:

-9/25/2019: Participated in the City of Sonora Energy Action Plan meeting

-10/3/2019: Attended the TuCare Annual Natural Resources Summit

-Handed out to the Board information on a Double Check T-10 Backflow Meter the District may want to consider installing in the future.

The Board recessed to Closed Session at 4:55 p.m.

VI. Closed Session

a) Public Employee Evaluation Pursuant to Government Code Section 54957
Position: General Manager

b) Conference with Real Property Negotiators Property: APN 085-050-001 et. al
Agency Negotiators: Ed Pattison, Jesse Barton and Tom Johnson Other Party to
Negotiations: Mike Schonherr, Pacific Gas and Electric Co. Under Negotiation:
Price and Terms of Payment

VII. Reconvene to Open Session


a) Closed Session Disclosure

Director Rucker reconvened the meeting to Open Session at 6:10 p.m. with no reportable action taken during Closed Session.

Adjournment

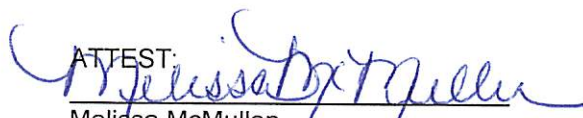
The meeting was adjourned at 6:10 p.m.

Date: October 22, 2019



Ron Ringen, Vice President
Board of Directors

ATTEST:



Melissa McMullen,
Executive Secretary/Board Clerk

