



MAMMOTH COMMUNITY WATER DISTRICT

Post Office Box 597
Mammoth Lakes, California 93546-0597

795th Regular Meeting of the
Mammoth Community Water District
Board of Directors

Thursday, February 23, 2023

Please Note:

Members of the public will have the opportunity to directly address the District Board of Directors concerning any item listed on the Agenda below before or during consideration of that item.

AGENDA

This meeting will be conducted both in-person in the District's Boardroom at 1315 Meridian Blvd., Mammoth Lakes, CA 93546 and by video/teleconference using the information provided below. The public is invited to listen, observe, and provide comments during the meeting by either method provided for below. The Board President will call for public comment on each agenda item at the appropriate time and all votes will be taken by roll call.

For members of the public interested in viewing and having the ability to comment at the public meeting via Zoom, an internet enabled computer equipped with a microphone and speaker or a mobile device with a data plan is required. Use of a webcam is optional. You also may call in to the meeting using teleconference without video. Please use the following information to join the Zoom Videoconference Meeting:

***<https://zoom.us/j/7609342596> (meeting ID: 760 934 2596) OR
Join via teleconference by dialing 1-669-900-9128, 760-934-2596#***

5:30 P.M.

Roll Call

Directors Cage, Domaille, Hylton, Smith, and Thompson

Public Forum

Any member of the public may address the Board relating to any matter within the Board's jurisdiction. This need not be related to any item on the agenda, and presentation should be limited to three (3) minutes. No formal action by the Board will be taken on these items.

Consent Agenda A

All matters listed are considered to be routine by the Board and may be enacted on by one motion. There will be no separate discussion on these items unless requested by the Board. If discussion is requested, that item will be moved and considered separately after adoption of the consent agenda.

A-1 Approve the January 2023 Check Disbursements

A-2 Approve the Minutes from the Special Board Workshop held January 19, 2023

A-3 Approve the Minutes from the Regular Board Meeting held January 19, 2023

Consent Agenda B — Department Reports

All matters listed are considered to be routine by the Board and may be acted on by one motion. There will be no separate discussion on these items unless requested by the Board. If discussion is requested, that item will be moved and considered separately after adoption of the consent agenda.

B-1 Operations Department Report

B-2 Maintenance Department Report

B-3 Finance Department Report

B-4 Engineering Department Report

B-5 Information Services Report

B-6 Personnel Services Report

B-7 Regulatory Support Services Report

B-8 General Manager's Report

Current Business

C-1 Review and Provide Direction to Staff Regarding the Draft Fiscal Year 2024 Capital and Operating Budget

C-2 Discuss and Consider Approving the Revised Policy and Agreements between the District and Employees Entering into the Employee Housing Purchase Assistance Program

C-3 Discuss and Consider Approving the Revised Policy and Agreement Regarding District-owned Rental Housing Units

C-4 Discuss and Consider Adopting the Updated 2023 Records Retention and Disposal Schedules

C-5 Discuss and Provide Direction to Staff Regarding Proposed Property Tax Allocation for Snowcreek VIII Annexed Parcels

1. Approve Proposed Formula for Calculating Share of Property Tax Revenue to be Allocated to MCWD

2. Direct Staff to Bring Proposal to Mono County Board of Supervisors for Possible Approval

C-6 Discuss and Provide Direction to Staff Regarding Amending the Master Fee Schedule to Include a Convenience Fee for Credit Card Payments of Utility Bills, Connection Fees, and Service Fees

Board Member's Committee Reports

Committee Meetings Held:

Technical Services Committee – February 22, 2023

Finance Committee – February 22, 2023

Directors Comments, Requests, and Reports

Attorney's Report

Closed Session

D-1 Conference with Labor Negotiator

Pursuant to Government Code section 54957.6

District Employee Relations Officer: Mark Busby

Employee Organization: International Union of Operating Engineers, Local Union No. 12

Unrepresented Employees: Management, Supervisory, and Confidential

Adjournment

NOTE: Items listed on the agenda may be reviewed or acted upon by the Board in any order or sequence. The items are listed for identification purposes only.

The meeting will be held in the conference room at the District facility located one mile east of Old Mammoth Road on Meridian Boulevard, just off Highway 203, Mammoth Lakes, California.



MARK BUSBY
General Manager

Date of Issuance: Friday, February 17, 2023

Posted: MCWD Office

MCWD Website: www.mcwd.dst.ca.us

cc: Members, Board of Directors

Town of Mammoth Lakes

KMMT, KIBS, KSRW Radio

In compliance with the Americans with Disabilities Act, if you need a disability related modification or accommodation to participate in this meeting, please call Stephanie Hake at (760) 934-2596 at least one full day before the meeting.

Documents and material relating to an open session agenda item that are provided to the Mammoth Community Water District Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District facility located at 1315 Meridian Boulevard, Mammoth Lakes, California.



MAMMOTH COMMUNITY WATER DISTRICT
Post Office Box 597
Mammoth Lakes, California 93546-0597

NOTICE OF A TECHNICAL SERVICES COMMITTEE MEETING

NOTICE IS HEREBY GIVEN that the Technical Services Committee of the Board of Directors of the Mammoth Community Water District will hold a **TECHNICAL SERVICES COMMITTEE MEETING** to be held **WEDNESDAY, FEBRUARY 22, 2023** at **8:00 A.M.**

Please Note:

Members of the public will have the opportunity to directly address the District Board of Directors concerning any item listed on the Agenda below before or during consideration of that item.

The agenda items are:

1. Review of the Operations Department Report (B-1)
2. Review of the Maintenance Department Report (B-2)
3. Review of the Engineering Department Report (B-4)
4. Review of the Information Services Report (B-5)
5. Discussion / Questions Regarding Other Department Reports
 - B-3 Finance Department Report
 - B-6 Personnel Services Report
 - B-8 General Manager's Report

The meeting will be held in the conference room at the District facility located one mile east of Old Mammoth Road on Meridian Boulevard, just off Highway 203, Mammoth Lakes, California.

A handwritten signature in blue ink, appearing to read "Mark Busby".

MARK BUSBY
General Manager

Date of Issuance: Friday, February 17, 2023

02/22/2023

MCWD Technical Services Committee Meeting

Posted: MCWD Office
MCWD Website: www.mcwd.dst.ca.us
cc: Members, Board of Directors
Town of Mammoth Lakes
KMMT, KIBS, KSRW Radio

If you are an individual with a disability and need assistance or accommodation to participate in this Board meeting at any time, please call Stephanie Hake at (760) 934-2596, ext. 321, or email Ms. Hake at: shake@mcwd.dst.ca.us.

Documents and material relating to an open session agenda item that are provided to the Mammoth Community Water District Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District facility located at 1315 Meridian Boulevard, Mammoth Lakes, California.



MAMMOTH COMMUNITY WATER DISTRICT
Post Office Box 597
Mammoth Lakes, California 93546-0597

NOTICE OF A FINANCE COMMITTEE MEETING

NOTICE IS HEREBY GIVEN that the Finance Committee of the Board of Directors of the Mammoth Community Water District will hold a **FINANCE COMMITTEE MEETING** on **WEDNESDAY, FEBRUARY 22, 2023** at **1:00 P.M.**

Please Note:

Members of the public will have the opportunity to directly address the District Board of Directors concerning any item listed on the Agenda below before or during consideration of that item.

The agenda items are:

1. Review and Approve the Board of Director Payment Requests for January 2023
2. Review and Approve the Accounts Payable Payment Vouchers for January 2023
3. Discuss and Review the January 2023 Check Registers (A-1)
4. Discuss the Finance Department Report (B-3)
5. Discuss the Draft FY2024 Operating and Capital Budget (C-1)
6. Discuss the Proposed Property Tax Allocation for Snowcreek VIII Annexed Parcels (C-5)
7. Discuss Amending the Master Fee Schedule to Include a Convenience Fee for Credit Card Payments of Utility Bills, Connection Fees, and Service Fees (C-6)
8. Discussion / Questions Regarding Other Department Reports
 - B-1 Operations Department Report
 - B-2 Maintenance Department Report
 - B-4 Engineering Department Report
 - B-5 Information Services Report
 - B-6 Personnel Services Report
 - B-8 General Manager's Report

The meeting will be held in the conference room at the District facility located one mile east of Old Mammoth Road on Meridian Boulevard, just off Highway 203, Mammoth Lakes, California.



MARK BUSBY
General Manager

Date of Issuance: Friday, February 17, 2023

Posted: MCWD Office
MCWD Website: www.mcwd.dst.ca.us
cc: Members, Board of Directors
Town of Mammoth Lakes
KMMT, KIBS, KSRW Radio

If you are an individual with a disability and need assistance or accommodation to participate in this Board meeting at any time, please call Stephanie Hake at (760) 934-2596, ext. 321, or email Ms. Hake at: shake@mcwd.dst.ca.us.

Documents and material relating to an open session agenda item that are provided to the Mammoth Community Water District Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District facility located at 1315 Meridian Boulevard, Mammoth Lakes, California.

Check Register for the Month of January 2023

ERP Pro 10 Software Report

(Check #3350 - #3438)



Mammoth Community Water District, CA

Board Check Register

By Vendor Name

Payment Dates 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 02370 - A Reliable Plumber					
01/06/2023	3350	Plumbing Repairs at L'Abri #10	96-000-6115		623.00
01/18/2023	3390	Water Heater Repair - L'Abri #9	96-000-6115		265.00
Vendor 02370 - A Reliable Plumber Total:					888.00
Vendor: 00007 - Aaron DeRue					
01/18/2023	10344	Reimbursement for Personal Device/Services	10-320-6210		270.00
Vendor 00007 - Aaron DeRue Total:					270.00
Vendor: 00015 - ACWA - Agency Dues					
01/18/2023	3391	Annual Agency Dues	10-100-6160		18,940.00
Vendor 00015 - ACWA - Agency Dues Total:					18,940.00
Vendor: 00016 - ACWA / JPIA (HBA)					
01/06/2023	3381	Dental Insurance	10-000-2150		610.67
01/06/2023	3381	Life Insurance - Board	10-000-2150		41.64
01/06/2023	3381	Premiums	10-000-2150		8,043.00
01/06/2023	3381	VSP	10-000-2150		122.00
01/06/2023	3381	Dental Insurance	10-000-2150		1,219.69
01/06/2023	3381	Dental Insurance	20-000-2150		1,415.79
01/06/2023	3381	Dental Insurance	30-000-2150		1,509.28
01/06/2023	3381	EAP	10-000-2150		24.80
01/06/2023	3381	EAP	20-000-2150		32.61
01/06/2023	3381	EAP	30-000-2150		34.35
01/06/2023	3381	Life Insurance - Dependent	10-000-2150		2.79
01/06/2023	3381	Life Insurance - Dependent	20-000-2150		2.75
01/06/2023	3381	Life Insurance - Dependent	30-000-2150		2.52
01/06/2023	3381	Life Insurance	10-000-2150		318.00
01/06/2023	3381	Life Insurance	20-000-2150		203.14
01/06/2023	3381	Life Insurance	30-000-2150		184.86
01/06/2023	3381	Life Insurance	10-000-2150		181.52
01/06/2023	3381	Life Insurance	20-000-2150		119.25
01/06/2023	3381	Life Insurance	30-000-2150		136.47
01/06/2023	3381	Life Insurance - Supplemental	20-000-2150		15.01
01/06/2023	3381	Life Insurance - Supplemental	30-000-2150		14.99
01/06/2023	3381	Premiums	10-000-2150		15,956.58
01/06/2023	3381	Premiums	20-000-2150		17,534.09
01/06/2023	3381	Premiums	30-000-2150		18,957.05
01/06/2023	3381	VSP	10-000-2150		268.40
01/06/2023	3381	VSP	20-000-2150		317.51
01/06/2023	3381	VSP	30-000-2150		341.29
01/06/2023	3381	Premium Adjustment	10-000-6020		6,216.00
Vendor 00016 - ACWA / JPIA (HBA) Total:					73,826.05
Vendor: 00017 - ACWA / JPIA					
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		328.04
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		785.47
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		846.60
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		311.98
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		769.94
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		844.99
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		276.79
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		781.19
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		854.09
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		292.18
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		1,073.95

Board Check Register

Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		857.47
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		287.36
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		764.50
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		956.32
01/05/2023	DFT0000511	Workers Compensation	10-000-2165		319.93
01/05/2023	DFT0000511	Workers Compensation	20-000-2165		733.98
01/05/2023	DFT0000511	Workers Compensation	30-000-2165		837.83
01/05/2023	DFT0000511	Premium Adjustment	10-000-6022		-2,710.70
Vendor 00017 - ACWA / JPIA Total:					9,211.91
Vendor: 00025 - AFLAC					
01/31/2023	DFT0000521	AFLAC	20-000-2170		55.17
01/31/2023	DFT0000521	AFLAC	20-000-2170		7.30
01/31/2023	DFT0000521	AFLAC	30-000-2170		55.13
01/31/2023	DFT0000521	AFLAC	30-000-2170		7.30
Vendor 00025 - AFLAC Total:					124.90
Vendor: 00063 - American Business Machines Co.					
01/18/2023	10345	Printer/Copier Agreement	10-000-6180		690.38
01/18/2023	10345	Ops Printer/Copier Agreement	10-000-6180		91.84
Vendor 00063 - American Business Machines Co. Total:					782.22
Vendor: 00069 - Amerigas (WWTP/Lab)					
01/06/2023	3351	Propane - WWTP/Lab	30-240-6231		924.51
01/06/2023	3351	Propane - WWTP/Lab	30-240-6231		896.79
01/18/2023	3392	Propane - WWTP/Lab	30-240-6231		1,939.47
01/18/2023	3392	Propane - WWTP/Lab	30-240-6231		1,959.00
Vendor 00069 - Amerigas (WWTP/Lab) Total:					5,719.77
Vendor: 00072 - Amerigas (GWTP 1)					
01/18/2023	3393	Propane GWTP 1	20-220-6231		399.74
Vendor 00072 - Amerigas (GWTP 1) Total:					399.74
Vendor: 00068 - Amerigas (Offices)					
01/06/2023	3352	Propane - District Offices	10-000-6231		1,311.45
01/18/2023	3394	Propane - District Offices	10-000-6231		284.71
Vendor 00068 - Amerigas (Offices) Total:					1,596.16
Vendor: 02271 - Amy Campbell					
01/06/2023	10315	Reimbursement for Personal Devices/Services	10-120-6210		150.00
01/18/2023	10346	Meal Reimbursement	10-120-6220		34.00
Vendor 02271 - Amy Campbell Total:					184.00
Vendor: 00119 - AWWA					
01/25/2023	3424	Annual Dues	10-100-6160		487.00
Vendor 00119 - AWWA Total:					487.00
Vendor: 00123 - Babcock Laboratories, Inc.					
01/18/2023	3395	Lab Services	20-210-6111		211.68
01/18/2023	3395	Lab Services	10-210-6111		52.92
01/18/2023	3395	Lab Services	20-210-6111		476.28
01/18/2023	3395	Lab Services	20-210-6111		105.84
01/18/2023	3395	Lab Services	20-210-6111		317.52
01/18/2023	3395	Lab Services	20-210-6111		211.68
01/18/2023	3395	Lab Services	30-210-6111		257.98
Vendor 00123 - Babcock Laboratories, Inc. Total:					1,633.90
Vendor: 00125 - Backgrounds Online					
01/06/2023	10313	Background Checks	10-110-6100		130.53
Vendor 00125 - Backgrounds Online Total:					130.53
Vendor: 00131 - Bartkiewicz, Kronick & Shanahan					
01/18/2023	10347	Legal Services	10-100-6140		921.25
Vendor 00131 - Bartkiewicz, Kronick & Shanahan Total:					921.25

Board Check Register

Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount	
Vendor: 02343 - Bill's Appliance Repair Eastern Sierra, Inc.						
01/18/2023	3396	Washing Machine Diagnostic - Creekside #4	96-000-6115		119.00	
					Vendor 02343 - Bill's Appliance Repair Eastern Sierra, Inc. Total:	119.00
Vendor: 02376 - Brad Amman						
01/06/2023	3353	HET Rebate	10-100-6237		200.00	
01/18/2023	3397	HET Rebate	10-100-6237		197.99	
					Vendor 02376 - Brad Amman Total:	397.99
Vendor: 02094 - Bruce Medhurst						
01/06/2023	10316	Reimbursement for Personal Devices/Services	10-210-6210		150.00	
					Vendor 02094 - Bruce Medhurst Total:	150.00
Vendor: 00201 - CA Tax Payment ACH						
01/04/2023	DFT0000510	CA SWT and CASDI	10-000-2210		2,620.38	
01/04/2023	DFT0000510	CA SWT and CASDI	10-000-2210		439.73	
01/04/2023	DFT0000510	CA SWT and CASDI	20-000-2210		534.47	
01/04/2023	DFT0000510	CA SWT and CASDI	20-000-2210		1,737.79	
01/04/2023	DFT0000510	CA SWT and CASDI	30-000-2210		483.95	
01/04/2023	DFT0000510	CA SWT and CASDI	30-000-2210		2,203.70	
01/18/2023	DFT0000523	CA SWT and CASDI	10-000-2210		2,675.92	
01/18/2023	DFT0000523	CA SWT and CASDI	10-000-2210		439.65	
01/18/2023	DFT0000523	CA SWT and CASDI	20-000-2210		1,785.37	
01/18/2023	DFT0000523	CA SWT and CASDI	20-000-2210		433.34	
01/18/2023	DFT0000523	CA SWT and CASDI	30-000-2210		2,352.63	
01/18/2023	DFT0000523	CA SWT and CASDI	30-000-2210		519.32	
01/19/2023	DFT0000513	CA SWT and CASDI	10-000-2210		50.00	
					Vendor 00201 - CA Tax Payment ACH Total:	16,276.25
Vendor: 00205 - California Broadband Cooperative						
01/18/2023	3398	Internet Service	10-130-6105		917.95	
					Vendor 00205 - California Broadband Cooperative Total:	917.95
Vendor: 00207 - California Dept. of Tax and Fee Administration						
01/18/2023	3399	Water Rights Fee	20-200-6205		300.45	
01/18/2023	3399	Water Rights Fee	20-200-6205		452.43	
01/18/2023	3399	Water Rights Fee	20-200-6205		502.46	
					Vendor 00207 - California Dept. of Tax and Fee Administration Total:	1,255.34
Vendor: 02179 - California State Disbursement Unit						
01/04/2023	DFT0000504	Ca. Child Support	20-000-2170		46.17	
01/04/2023	DFT0000504	Ca. Child Support	30-000-2170		46.13	
01/18/2023	DFT0000516	Ca. Child Support	20-000-2170		46.16	
01/18/2023	DFT0000516	Ca. Child Support	30-000-2170		46.14	
					Vendor 02179 - California State Disbursement Unit Total:	184.60
Vendor: 00220 - Carmichael Business Technology						
01/06/2023	3354	VOIP Agreement	10-000-6210		630.73	
01/06/2023	3354	Dual Encryption Annual License	10-130-6105		36.00	
01/06/2023	3382	Remote Workforce Client	10-130-6105		630.00	
					Vendor 00220 - Carmichael Business Technology Total:	1,296.73
Vendor: 00236 - CASA						
01/06/2023	3355	Annual Membership Renewal	30-100-6160		2,650.00	
					Vendor 00236 - CASA Total:	2,650.00
Vendor: 00237 - Cashman Equipment Co.						
01/18/2023	3400	Rear Windshield and Associated Parts	10-310-6155		596.02	
					Vendor 00237 - Cashman Equipment Co. Total:	596.02
Vendor: 02359 - Cecil Bundesen						
01/06/2023	10343	Reimbursement for Personal Device/Services	10-100-6210		150.00	
					Vendor 02359 - Cecil Bundesen Total:	150.00

Board Check Register

Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount	
Vendor: 02232 - Charles Primeau						
01/06/2023	3383	HET Rebate	10-100-6237		200.00	
					Vendor 02232 - Charles Primeau Total:	200.00
Vendor: 00270 - Chris Weibert						
01/06/2023	10317	Reimbursement for Personal Devices/Services	10-110-6210		230.00	
					Vendor 00270 - Chris Weibert Total:	230.00
Vendor: 02017 - Christopher Monroe						
01/06/2023	10318	Reimbursement for Personal Devices/Services	20-220-6210		270.00	
					Vendor 02017 - Christopher Monroe Total:	270.00
Vendor: 00281 - Chuck Villar Construction						
01/06/2023	3356	Sludge Hauling	30-240-6100		8,121.42	
					Vendor 00281 - Chuck Villar Construction Total:	8,121.42
Vendor: 00292 - Clay Murray						
01/06/2023	10319	Reimbursement for Personal Devices/Services	10-200-6210		270.00	
					Vendor 00292 - Clay Murray Total:	270.00
Vendor: 00306 - Conriquez Cleaning						
01/06/2023	3357	Janatorial Services	10-000-6150		2,420.00	
01/06/2023	3357	Janatorial Services	96-000-6115		245.00	
01/06/2023	3357	Janatorial Services	96-000-6115		220.00	
01/25/2023	3425	Clean Timberline Condo	96-000-6115		575.00	
					Vendor 00306 - Conriquez Cleaning Total:	3,460.00
Vendor: 00326 - Creative Image Embroidery						
01/18/2023	3401	Hat and Embroidery	20-220-6124		56.03	
01/18/2023	3401	Embroidery	20-220-6124		17.24	
01/18/2023	3401	Logo Coat for A. Campbell	10-120-6124		107.75	
					Vendor 00326 - Creative Image Embroidery Total:	181.02
Vendor: 00328 - Creekside HOA						
01/18/2023	10348	HOA Dues - February and March	96-000-6115		600.00	
					Vendor 00328 - Creekside HOA Total:	600.00
Vendor: 00377 - David Carlson						
01/06/2023	10320	Reimbursement for Personal Devices/Services	10-400-6210		150.00	
					Vendor 00377 - David Carlson Total:	150.00
Vendor: 00439 - Dewey Pest Control						
01/18/2023	3402	Pest Control	10-000-6150		202.00	
01/18/2023	3402	Pest Control - Mountain Meadows #11	96-000-6115		129.00	
					Vendor 00439 - Dewey Pest Control Total:	331.00
Vendor: 02371 - Digital Mapping, Inc.						
01/06/2023	3358	Aerial Imaging Acquisition and LiDAR	10-130-6110		19,215.00	
01/06/2023	3358	Aerial Imaging Acquisition and LiDAR	10-400-6110		19,215.00	
					Vendor 02371 - Digital Mapping, Inc. Total:	38,430.00
Vendor: 00452 - DIY Home Center						
01/06/2023	10342	Bulbs	10-330-6150		13.57	
01/06/2023	10342	Refund for Returned Merchandise	96-000-6115		-17.43	
01/06/2023	10342	Misc. Supplies	10-330-6180		3.38	
01/06/2023	10342	Misc. HW	10-310-6180		55.17	
01/06/2023	10314	Snow Shovel	20-220-6120		45.57	
01/06/2023	10314	Timberline #11 Rehab	96-000-6115		303.74	
01/06/2023	10342	Bulbs	10-330-6150		39.74	
01/06/2023	10314	ESB Hose Addition	10-330-6150		119.67	

Board Check Register

Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
01/06/2023	10314	Switch and Outlet Plates - Timberline Rehab	96-000-6115		6.83
01/06/2023	10314	Misc. HW	96-000-6115		2.88
01/06/2023	10314	Oil	20-220-6180		30.99
01/18/2023	10349	Credit for Returned Merchandise	96-000-6115		-65.91
01/18/2023	10349	Kitchen Faucet for Mountain Meadows	96-000-6115		164.85
01/25/2023	10355	Hex Bolts	10-310-6180		37.81
01/25/2023	10355	Eye Bolts	10-310-6155		10.26
01/25/2023	10355	Heater	10-200-6180		29.06
01/25/2023	10355	Lubrication Spray	30-240-6180		10.66
01/25/2023	10355	C-Clamps	30-240-6145		16.81
Vendor 00452 - DIY Home Center Total:					807.65
Vendor: 00451 - DLT Solutions					
01/18/2023	3403	CAD and Collection Annual Maintenance	10-400-6105		6,430.20
Vendor 00451 - DLT Solutions Total:					6,430.20
Vendor: 00520 - Electric Motor Shop, Inc.					
01/18/2023	3404	1.5 HP Motor	30-240-6145		980.35
Vendor 00520 - Electric Motor Shop, Inc. Total:					980.35
Vendor: 02360 - Eric Solomon					
01/06/2023	10321	Reimbursement for Personal Devices/Services	20-220-6210		29.03
Vendor 02360 - Eric Solomon Total:					29.03
Vendor: 00569 - Federal Tax Payment ACH					
01/04/2023	DFT0000509	Federal Deposit	10-000-2200		1,423.40
01/04/2023	DFT0000509	Federal Deposit	10-000-2200		6,287.42
01/04/2023	DFT0000509	Federal Deposit	20-000-2200		5,028.63
01/04/2023	DFT0000509	Federal Deposit	20-000-2200		1,732.66
01/04/2023	DFT0000509	Federal Deposit	30-000-2200		1,571.06
01/04/2023	DFT0000509	Federal Deposit	30-000-2200		6,066.12
01/18/2023	DFT0000522	Federal Deposit	10-000-2200		6,641.00
01/18/2023	DFT0000522	Federal Deposit	10-000-2200		1,423.06
01/18/2023	DFT0000522	Federal Deposit	20-000-2200		4,913.33
01/18/2023	DFT0000522	Federal Deposit	30-000-2200		1,405.88
01/18/2023	DFT0000522	Federal Deposit	30-000-2200		6,305.88
01/18/2023	DFT0000522	Federal Deposit	30-000-2200		1,683.24
01/19/2023	DFT0000512	Federal Deposit	10-000-2200		144.20
01/19/2023	DFT0000512	Federal Deposit	10-000-2200		150.00
01/19/2023	DFT0000512	Federal Deposit	10-000-2200		33.70
Vendor 00569 - Federal Tax Payment ACH Total:					44,809.58
Vendor: 00571 - FedEx Freight					
01/18/2023	3405	Water Meter Testing Shipping	20-320-6145		714.60
Vendor 00571 - FedEx Freight Total:					714.60
Vendor: 00572 - Ferguson Enterprises, Inc. 1423					
01/18/2023	3406	Neptune AMI Annual Maintenance	10-130-6105		12,750.00
01/18/2023	3406	Refund for Incorrect Merchandise	20-320-6145		-7,157.83
Vendor 00572 - Ferguson Enterprises, Inc. 1423 Total:					5,592.17
Vendor: 00608 - Frontier					
01/06/2023	3359	Land Lines	10-000-6210		114.23
01/06/2023	3359	Land Lines	10-000-6210		198.86
Vendor 00608 - Frontier Total:					313.09

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Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 01955 - Garrett Higerd					
01/06/2023	10322	Reimbursement for Personal Devices/Services	10-400-6210		270.00
Vendor 01955 - Garrett Higerd Total:					270.00
Vendor: 00649 - Gladwell Governmental Services, Inc.					
01/25/2023	3426	Records Retention Legal Review	10-100-6110		300.00
Vendor 00649 - Gladwell Governmental Services, Inc. Total:					300.00
Vendor: 00662 - Grainger, Inc.					
01/06/2023	3384	Bin Shelving	10-310-6120		357.69
01/06/2023	3360	Pine Sol	10-000-6180		70.82
01/06/2023	3360	Snow Shovels	10-330-6120		510.35
01/06/2023	3360	Trash Bags	10-000-6180		170.55
01/18/2023	3407	Hand /PowerTools	10-310-6120		592.15
01/25/2023	3427	Paper Products	10-000-6180		316.44
01/25/2023	3427	Bungee Straps	10-000-1200		54.64
Vendor 00662 - Grainger, Inc. Total:					2,072.64
Vendor: 00684 - Haaker Equipment Company					
01/18/2023	10350	Relay	10-320-6155		199.34
01/25/2023	10356	Personal Air Monitors	10-320-6200		1,988.34
01/25/2023	10356	Light Bar for #118	22-000-1320		1,345.87
01/25/2023	10356	Light Bar for #118	23-000-1320		1,347.88
01/25/2023	10356	Light Bar Parts for #118	22-000-1320		177.79
01/25/2023	10356	Light Bar Parts for #118	23-000-1320		177.79
Vendor 00684 - Haaker Equipment Company Total:					5,237.01
Vendor: 00685 - Hach Company					
01/06/2023	3361	High Range Hypochlorite Test Kit	20-220-6180		237.29
Vendor 00685 - Hach Company Total:					237.29
Vendor: 00686 - Hans Walden					
01/06/2023	10323	Reimbursement for Personal Devices/Services	10-330-6210		270.00
Vendor 00686 - Hans Walden Total:					270.00
Vendor: 00693 - Heidi Christensen					
01/06/2023	10324	Reimbursement for Personal Devices/Services	10-120-6210		150.00
Vendor 00693 - Heidi Christensen Total:					150.00
Vendor: 00705 - High Country Lumber, Inc.					
01/06/2023	3362	Shoe Traction	30-240-6200		77.56
01/18/2023	3408	Bolt Kit	30-240-6180		17.91
01/25/2023	3428	Screw Gun and Drill Bits	30-240-6180		44.16
01/25/2023	3428	C-Clamps	30-240-6145		9.89
Vendor 00705 - High Country Lumber, Inc. Total:					149.52
Vendor: 01949 - Honovaa Lewis					
01/06/2023	10325	Reimbursement for Personal Devices/Services	10-330-6210		270.00
Vendor 01949 - Honovaa Lewis Total:					270.00
Vendor: 02152 - Huoy Sytha					
01/06/2023	10326	Reimbursement for Personal Devices/Services	10-330-6210		150.00
Vendor 02152 - Huoy Sytha Total:					150.00
Vendor: 00723 - Idexx Distribution, Inc.					
01/18/2023	3409	powder pillows for microbiological testing	20-210-6180		4,056.24
01/18/2023	3409	powder pillows for microbiological testing	30-210-6180		1,352.08
Vendor 00723 - Idexx Distribution, Inc. Total:					5,408.32

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Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 00728 - International Union of Operating Engineers					
01/06/2023	3363	Union Dues	10-000-2170		88.00
01/06/2023	3363	Union Dues	20-000-2170		154.13
01/06/2023	3363	Union Dues	30-000-2170		175.87
Vendor 00728 - International Union of Operating Engineers Total:					418.00
Vendor: 02007 - Jacob Trauscht					
01/06/2023	10327	Reimbursement for Personal Devices/Services	10-400-6210		150.00
Vendor 02007 - Jacob Trauscht Total:					150.00
Vendor: 00827 - Jessica Cecil					
01/06/2023	3380	Reimbursement for Personal Devices/Services	10-100-6210		150.00
Vendor 00827 - Jessica Cecil Total:					150.00
Vendor: 02247 - Jessy Ruiz					
01/06/2023	10328	Reimbursement for Personal Devices/Services	10-310-6210		270.00
Vendor 02247 - Jessy Ruiz Total:					270.00
Vendor: 00907 - Julie Burkhart					
01/06/2023	10329	Reimbursement for Personal Devices/Services	10-130-6210		270.00
Vendor 00907 - Julie Burkhart Total:					270.00
Vendor: 00915 - Justin Mulbay					
01/06/2023	10330	Reimbursement for Personal Devices/Services	10-130-6210		270.00
Vendor 00915 - Justin Mulbay Total:					270.00
Vendor: 00958 - Keith Weiland					
01/06/2023	10331	Reimbursement for Personal Devices/Services	10-310-6210		270.00
Vendor 00958 - Keith Weiland Total:					270.00
Vendor: 02378 - Kenneth Grant					
01/18/2023	3410	HET Rebate (2)	10-100-6237		400.00
Vendor 02378 - Kenneth Grant Total:					400.00
Vendor: 01003 - KMMT-FM					
01/18/2023	3411	Advertising	10-100-6190		500.00
Vendor 01003 - KMMT-FM Total:					500.00
Vendor: 02136 - Kyle Burnett					
01/06/2023	10332	Reimbursement for Personal Devices/Services	30-240-6210		270.00
Vendor 02136 - Kyle Burnett Total:					270.00
Vendor: 01018 - L'Abri H.O.A.					
01/25/2023	3429	HOA Dues - Units 6, 9, 10 (2 mos)	96-000-6115		2,268.00
Vendor 01018 - L'Abri H.O.A. Total:					2,268.00
Vendor: 02379 - Laurel Wright					
01/18/2023	3412	HET Rebate	10-100-6237		200.00
Vendor 02379 - Laurel Wright Total:					200.00
Vendor: 01054 - Liebert Cassidy Whitmore					
01/06/2023	3385	Conference Registration - Weibert and Reeves	10-110-6215		1,240.00
01/25/2023	3430	Legal Services	10-110-6140		1,564.00
Vendor 01054 - Liebert Cassidy Whitmore Total:					2,804.00
Vendor: 00052 - Linde Gas & Equipment, Inc.					
01/06/2023	3364	Welding Supplies	10-000-6180		71.90
01/06/2023	3364	Welding Supplies	10-000-6180		57.52
01/06/2023	3364	Welding Supplies	10-000-6180		57.52
Vendor 00052 - Linde Gas & Equipment, Inc. Total:					186.94

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Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 01099 - Mammoth Disposal					
01/18/2023	3413	Trash Service	10-000-6150		1,505.50
01/18/2023	3413	Recycling Service	10-000-6100		126.00
01/18/2023	3413	Recycling Service	10-000-6150		120.00
Vendor 01099 - Mammoth Disposal Total:					1,751.50
Vendor: 01100 - Mammoth Hospital					
01/06/2023	3365	DMV Physicals	10-310-6100		103.50
01/06/2023	3365	DMV Physicals	10-320-6100		103.50
Vendor 01100 - Mammoth Hospital Total:					207.00
Vendor: 01117 - Mammoth Times					
01/06/2023	3366	Job Ads	10-110-6190		63.10
Vendor 01117 - Mammoth Times Total:					63.10
Vendor: 01179 - Maverick Signs					
01/18/2023	3414	Parking Signs and Logo Vehicle Decals	10-000-6180		431.00
01/18/2023	3414	Parking Signs and Logo Vehicle Decals	96-000-6115		226.28
Vendor 01179 - Maverick Signs Total:					657.28
Vendor: 01183 - McMaster-Carr Supply Co.					
01/25/2023	3431	Plexiglass	30-240-6145		475.81
01/25/2023	3431	Chain and Grab Hook	30-310-6120		1,116.71
Vendor 01183 - McMaster-Carr Supply Co. Total:					1,592.52
Vendor: 01191 - Melissa Bretz					
01/06/2023	10333	Reimbursement for Personal Devices/Services	10-120-6210		270.00
01/18/2023	10351	Meal Reimbursement	10-120-6220		34.00
Vendor 01191 - Melissa Bretz Total:					304.00
Vendor: 01193 - Melissa Reeves					
01/06/2023	10334	Reimbursement for Personal Devices/Services	10-110-6210		150.00
Vendor 01193 - Melissa Reeves Total:					150.00
Vendor: 02323 - Michael Lesiak					
01/18/2023	10352	Reimbursement for Personal Device/Services	10-320-6210		270.00
Vendor 02323 - Michael Lesiak Total:					270.00
Vendor: 01240 - Mission Linen Supply					
01/06/2023	3367	Linen and Uniform Service	10-000-6180		858.13
01/06/2023	3367	Linen and Uniform Service	10-000-6180		44.00
Vendor 01240 - Mission Linen Supply Total:					902.13
Vendor: 01254 - Mono County Department of Public Works					
01/18/2023	3415	Dump Fees	10-000-6100		15.31
Vendor 01254 - Mono County Department of Public Works Total:					15.31
Vendor: 01262 - Mountain Meadows HOA					
01/25/2023	3432	HOA Dues - Unit 11 (2 mos.)	96-000-6115		950.00
Vendor 01262 - Mountain Meadows HOA Total:					950.00
Vendor: 02374 - Nathaniel Taleon					
01/06/2023	3368	HEDW Rebate	10-100-6237		200.00
Vendor 02374 - Nathaniel Taleon Total:					200.00
Vendor: 00609 - Orion					
01/04/2023	DFT0000502	457B EE Contribution	10-000-2161		3,957.70
01/04/2023	DFT0000502	457B EE Contribution	20-000-2161		15,282.28
01/04/2023	DFT0000502	457B EE Contribution	30-000-2161		3,693.96
01/04/2023	DFT0000503	457b EE Contribution	10-000-2161		732.44
01/04/2023	DFT0000503	457b EE Contribution	20-000-2161		1,412.83
01/04/2023	DFT0000503	457b EE Contribution	30-000-2161		2,027.06
01/04/2023	DFT0000508	401A/457 ER	10-000-2160		9,772.15
01/04/2023	DFT0000508	401A/457 ER	10-000-2160		963.90

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Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
01/04/2023	DFT0000508	401A/457 ER	20-000-2160		1,164.04
01/04/2023	DFT0000508	401A/457 ER	20-000-2160		11,869.69
01/04/2023	DFT0000508	401A/457 ER	30-000-2160		1,052.66
01/04/2023	DFT0000508	401A/457 ER	30-000-2160		10,761.13
01/18/2023	DFT0000514	457B EE Contribution	10-000-2161		3,957.70
01/18/2023	DFT0000514	457B EE Contribution	20-000-2161		3,022.22
01/18/2023	DFT0000514	457B EE Contribution	30-000-2161		3,694.02
01/18/2023	DFT0000515	457b EE Contribution	10-000-2161		686.90
01/18/2023	DFT0000515	457b EE Contribution	20-000-2161		1,590.87
01/18/2023	DFT0000515	457b EE Contribution	30-000-2161		2,304.62
01/18/2023	DFT0000520	401A/457 ER	10-000-2160		963.70
01/18/2023	DFT0000520	401A/457 ER	10-000-2160		9,770.11
01/18/2023	DFT0000520	401A/457 ER	20-000-2160		954.27
01/18/2023	DFT0000520	401A/457 ER	20-000-2160		9,625.27
01/18/2023	DFT0000520	401A/457 ER	30-000-2160		11,544.81
01/18/2023	DFT0000520	401A/457 ER	30-000-2160		1,145.79
Vendor 00609 - Orion Total:					111,950.12
Vendor: 02272 - Paige Borges					
01/06/2023	10335	Reimbursement for Personal Devices/Services	10-400-6210		150.00
Vendor 02272 - Paige Borges Total:					150.00
Vendor: 02087 - Precision Mechanical					
01/06/2023	3369	Boiler Repairs	10-000-6150		2,076.67
Vendor 02087 - Precision Mechanical Total:					2,076.67
Vendor: 01476 - Robert Gonzalez					
01/06/2023	10336	Reimbursement for Personal Devices/Services	10-310-6210		270.00
Vendor 01476 - Robert Gonzalez Total:					270.00
Vendor: 01484 - Robert Larson					
01/06/2023	10337	Reimbursement for Personal Devices/Services	10-310-6210		270.00
Vendor 01484 - Robert Larson Total:					270.00
Vendor: 01462 - Robert Motley					
01/06/2023	10338	Reimbursement for Personal Devices/Services	10-330-6210		270.00
Vendor 01462 - Robert Motley Total:					270.00
Vendor: 02373 - Rosie Rotberger					
01/06/2023	3370	HET Rebate	10-100-6237		200.00
Vendor 02373 - Rosie Rotberger Total:					200.00
Vendor: 02382 - Ryan Hoffman					
01/25/2023	3433	HET Rebate	10-100-6237		128.98
Vendor 02382 - Ryan Hoffman Total:					128.98
Vendor: 02338 - Sierra Manors HOA					
01/25/2023	3434	HOA Dues - Unit 101 (2 mos.)	96-000-6115		713.08
Vendor 02338 - Sierra Manors HOA Total:					713.08
Vendor: 01639 - Snowcreek Athletic Club					
01/18/2023	3416	Snowcreek Dues	10-000-2170		100.00
01/18/2023	3416	Snowcreek Dues	20-000-2170		102.50
01/18/2023	3416	Snowcreek Dues	30-000-2170		182.50
Vendor 01639 - Snowcreek Athletic Club Total:					385.00
Vendor: 01650 - Southern California Edison - District					
01/25/2023	3435	Electricity	10-000-6230		6,990.14
01/25/2023	3435	Electricity	20-220-6230		23,765.80
01/25/2023	3435	Electricity	20-230-6230		406.97
01/25/2023	3435	Electricity	30-240-6230		2,428.22
Vendor 01650 - Southern California Edison - District Total:					33,591.13

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Vendor: 01649 - Southern California Edison - Housing					
01/06/2023	3371	Electricity for Sierra Manors #101	96-000-6115		171.79
Vendor 01649 - Southern California Edison - Housing Total:					171.79
Vendor: 02005 - State of California Franchise Tax Board					
01/06/2023	3372	Case No. 550198169	10-000-2170		100.00
01/18/2023	3417	Case No. 550198169	10-000-2170		100.00
Vendor 02005 - State of California Franchise Tax Board Total:					200.00
Vendor: 01669 - Stephanie Hake					
01/06/2023	10339	Reimbursement for Personal Devices/Services	10-100-6210		270.00
Vendor 01669 - Stephanie Hake Total:					270.00
Vendor: 01678 - Sterling Health Service Administration					
01/04/2023	DFT0000507	HSA	10-000-2151		322.86
01/18/2023	DFT0000519	HSA	10-000-2151		322.86
Vendor 01678 - Sterling Health Service Administration Total:					645.72
Vendor: 02380 - Steve Sobolevsky					
01/18/2023	3418	HET Rebate (3)	10-100-6237		500.00
Vendor 02380 - Steve Sobolevsky Total:					500.00
Vendor: 01699 - Steven Sornoso					
01/06/2023	10340	Reimbursement for Personal Devices/Services	30-240-6210		270.00
Vendor 01699 - Steven Sornoso Total:					270.00
Vendor: 01701 - Steve's Auto & Truck Parts					
01/06/2023	3386	Misc. Parts	10-000-6155		1.94
01/06/2023	3386	Ring Terminal, Solenoid	10-310-6155		50.19
01/06/2023	3386	Refund for Returned Merchandise	10-310-6155		-11.21
01/06/2023	3386	DEF	10-000-6155		336.01
01/06/2023	3386	Battery Charger	10-310-6120		56.02
01/06/2023	3373	Fittings	30-240-6145		20.56
01/06/2023	3386	Fuse	10-310-6155		4.84
01/18/2023	3419	Chains for Veh #87	10-320-6155		581.69
01/18/2023	3419	Engine Degreaser	10-330-6155		24.21
01/18/2023	3419	Misc. Supplies	10-310-6155		11.52
01/18/2023	3419	LED Lights	10-310-6155		400.69
01/18/2023	3419	Multi-Tow	20-220-6155		43.09
01/25/2023	3436	Fuse Holder	10-310-6155		34.46
01/25/2023	3436	Solenoid	10-310-6155		37.81
01/25/2023	3436	12V Accessory Plug	10-310-6155		5.38
01/25/2023	3436	Relay Solenoid, Fuse Holder, Circuit Breaker	10-320-6155		107.39
Vendor 01701 - Steve's Auto & Truck Parts Total:					1,704.59
Vendor: 01730 - SWRCB - Permit Fees					
01/06/2023	3374	Water System Annual Fees	20-200-6205		23,086.40
Vendor 01730 - SWRCB - Permit Fees Total:					23,086.40
Vendor: 01740 - Tamarack Owners Association					
01/06/2023	3375	HOA Dues - Accidental Under-Payment	96-000-6115		75.00
Vendor 01740 - Tamarack Owners Association Total:					75.00
Vendor: 01763 - Thatcher Company, Inc					
01/25/2023	3437	GWTP #1 Chemicals	20-220-6179		6,309.35
01/25/2023	3437	GWTP #2 Chemicals	20-230-6179		5,538.52
Vendor 01763 - Thatcher Company, Inc Total:					11,847.87
Vendor: 01770 - The Sheet, Inc.					
01/25/2023	3438	Job Ad	10-110-6190		42.00
Vendor 01770 - The Sheet, Inc. Total:					42.00

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Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 02372 - Travis Joseph					
01/06/2023	3376	HET Rebate (2)	10-100-6237		400.00
Vendor 02372 - Travis Joseph Total:					400.00
Vendor: 01820 - Trevor English					
01/18/2023	10353	Reimbursement for Personal Device/Services	10-320-6210		270.00
Vendor 01820 - Trevor English Total:					270.00
Vendor: 01825 - Tucker Sno-Cat					
01/06/2023	3377	Repair Parts	10-330-6155		3,273.23
Vendor 01825 - Tucker Sno-Cat Total:					3,273.23
Vendor: 01827 - Tyler Nelson					
01/06/2023	10341	Reimbursement for Personal Devices/Services	30-240-6210		270.00
Vendor 01827 - Tyler Nelson Total:					270.00
Vendor: 01828 - Tyler Technologies, Inc.					
01/18/2023	3420	Web Payment Transaction Fees	10-120-6105		2,021.00
Vendor 01828 - Tyler Technologies, Inc. Total:					2,021.00
Vendor: 02381 - ULINE					
01/18/2023	3421	55 Gallon Steel Drums	22-000-1301	22W01CM	680.00
Vendor 02381 - ULINE Total:					680.00
Vendor: 01844 - USDA Forest Service					
01/06/2023	3387	Special Use Permits	10-100-6205		1,135.46
01/06/2023	3387	Special Use Permits	10-100-6205		1,850.00
01/06/2023	3387	Special Use Permits	10-100-6205		2,800.00
01/06/2023	3387	Special Use Permits	10-100-6205		68.58
01/06/2023	3387	Special Use Permits	10-100-6205		166.00
01/06/2023	3387	Special Use Permits	10-100-6205		1,300.00
01/06/2023	3387	Special Use Permits	10-100-6205		669.11
Vendor 01844 - USDA Forest Service Total:					7,989.15
Vendor: 01856 - Verizon Wireless - Data Collectors					
01/18/2023	3422	Data Collector Data Plans	10-320-6210		125.68
Vendor 01856 - Verizon Wireless - Data Collectors Total:					125.68
Vendor: 01854 - Verizon Wireless					
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-000-6210		31.04
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-100-6210		95.50
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-130-6210		161.48
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-300-6210		42.17
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-310-6210		64.78
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-320-6210		60.04
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-330-6210		49.73
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	10-400-6210		60.28
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	20-220-6210		20.08
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	20-230-6210		20.08
01/06/2023	3378	Cell Phone/iPad Equipment and Data Plans	30-240-6210		43.05
Vendor 01854 - Verizon Wireless Total:					648.23

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Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
Vendor: 02377 - Walter Smith					
01/06/2023	3388	HET Rebate	10-100-6237		200.00
				Vendor 02377 - Walter Smith Total:	200.00
Vendor: 01890 - Wells Fargo VISA					
01/17/2023	DFT0000524	ADOBE	10-100-6105		19.99
01/17/2023	DFT0000524	ADOBE	10-100-6105		19.99
01/17/2023	DFT0000524	ADOBE	10-120-6105		14.99
01/17/2023	DFT0000524	ADOBE	10-210-6105		12.99
01/17/2023	DFT0000524	ADOBE	30-240-6105		12.99
01/17/2023	DFT0000524	BASS PRO	20-220-6124		193.94
01/17/2023	DFT0000524	BASS PRO	20-230-6124		237.04
01/17/2023	DFT0000524	BLINDSTER	10-000-6150		103.26
01/17/2023	DFT0000524	BLUEBEAM	10-130-6105		595.00
01/17/2023	DFT0000524	BOWLS N GO	10-330-6220		18.41
01/17/2023	DFT0000524	BURGERS	10-100-6123		150.44
01/17/2023	DFT0000524	BURGERS	10-300-6123		177.52
01/17/2023	DFT0000524	CA DMV	22-000-1320		38.68
01/17/2023	DFT0000524	CA DMV	22-000-1320		1,842.00
01/17/2023	DFT0000524	CA DMV	23-000-1320		38.69
01/17/2023	DFT0000524	CA DMV	23-000-1320		1,842.00
01/17/2023	DFT0000524	CARBONBULK	20-220-6120		709.22
01/17/2023	DFT0000524	CARHARTT	20-230-6124		242.36
01/17/2023	DFT0000524	CARHARTT	20-230-6124		91.57
01/17/2023	DFT0000524	CARHARTT	20-230-6124		199.26
01/17/2023	DFT0000524	CARHARTT	20-230-6124		226.20
01/17/2023	DFT0000524	CARPARTSCOM	10-310-6155		66.10
01/17/2023	DFT0000524	CHEESECAKE	10-320-6220		79.83
01/17/2023	DFT0000524	CHEESECAKE	10-330-6220		37.78
01/17/2023	DFT0000524	AMAZON	10-000-6180		79.14
01/17/2023	DFT0000524	AMAZON	10-000-6180		66.63
01/17/2023	DFT0000524	AMAZON	10-000-6180		53.00
01/17/2023	DFT0000524	AMAZON	10-000-6180		52.44
01/17/2023	DFT0000524	AMAZON	10-100-6180		53.75
01/17/2023	DFT0000524	AMAZON	10-310-6155		14.00
01/17/2023	DFT0000524	AMAZON	10-310-6155		32.74
01/17/2023	DFT0000524	CHEVRON	10-200-6125		58.85
01/17/2023	DFT0000524	CHEVRON	10-310-6220		64.81
01/17/2023	DFT0000524	CHEVRON	10-330-6125		55.81
01/17/2023	DFT0000524	CONVICT	10-000-6180		15.94
01/17/2023	DFT0000524	CONVICT	10-100-6123		6,866.20
01/17/2023	DFT0000524	COVERS ALL	10-330-6155		264.22
01/17/2023	DFT0000524	COVERS ALL	10-330-6155		-67.33
01/17/2023	DFT0000524	COVERS UNLTD	10-320-6155		249.60
01/17/2023	DFT0000524	CWEA	10-110-6190		305.00
01/17/2023	DFT0000524	CWEA	10-330-6215		200.00
01/17/2023	DFT0000524	CWEA	30-240-6215		50.00
01/17/2023	DFT0000524	CWEA	30-320-6160		215.00
01/17/2023	DFT0000524	DEL TACO	10-120-6220		8.46
01/17/2023	DFT0000524	DEL TACO	10-310-6220		13.94
01/17/2023	DFT0000524	DIRECTV	10-000-6123		128.99
01/17/2023	DFT0000524	EYEWASHDIRECT	10-110-6200		276.36
01/17/2023	DFT0000524	FRAUD	10-000-6180		-11.30
01/17/2023	DFT0000524	GIOVANNIS	10-100-6123		513.45
01/17/2023	DFT0000524	GIOVANNIS	10-100-6215		133.78
01/17/2023	DFT0000524	GIOVANNIS	10-100-6215		50.44
01/17/2023	DFT0000524	APPLE.COM	10-100-6210		0.99
01/17/2023	DFT0000524	APPLE.COM	20-220-6181		161.57
01/17/2023	DFT0000524	GOOD LIFE	10-120-6123		97.70
01/17/2023	DFT0000524	GOVCONN	10-100-6181		406.26
01/17/2023	DFT0000524	GOVCONN	10-130-6181		87.82

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Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
01/17/2023	DFT0000524	GRAND CAFE	20-310-6220		21.41
01/17/2023	DFT0000524	GRID GRILL	30-240-6220		39.31
01/17/2023	DFT0000524	GROCERY OUTLET	10-110-6190		200.00
01/17/2023	DFT0000524	GROCERY OUTLET	96-000-6115		10.91
01/17/2023	DFT0000524	GROCERY OUTLET	96-000-6115		10.90
01/17/2023	DFT0000524	GSR	20-310-6220		111.87
01/17/2023	DFT0000524	GSR	20-310-6220		49.13
01/17/2023	DFT0000524	HABIT	10-120-6220		13.98
01/17/2023	DFT0000524	HAMPTON INN	10-330-6220		322.48
01/17/2023	DFT0000524	HELLY HANSEN	10-310-6124		-344.80
01/17/2023	DFT0000524	HILTON	10-330-6220		117.26
01/17/2023	DFT0000524	AT&T	10-200-6210		35.00
01/17/2023	DFT0000524	HOLIDAY INN	10-320-6220		116.93
01/17/2023	DFT0000524	HOLIDAY INN	10-320-6220		116.93
01/17/2023	DFT0000524	HOLIDAY INN	10-320-6220		233.86
01/17/2023	DFT0000524	HOLIDAY INN	10-320-6220		233.86
01/17/2023	DFT0000524	HOLIDAY INN	10-320-6220		25.00
01/17/2023	DFT0000524	HOME DEPOT	10-310-6120		10.79
01/17/2023	DFT0000524	HYATT	10-120-6220		724.44
01/17/2023	DFT0000524	IN N OUT	10-310-6220		9.80
01/17/2023	DFT0000524	IN N OUT	10-320-6220		22.74
01/17/2023	DFT0000524	IN N OUT	20-310-6220		9.05
01/17/2023	DFT0000524	IN N OUT	20-310-6220		9.05
01/17/2023	DFT0000524	KITTREDGE	10-330-6124		34.05
01/17/2023	DFT0000524	LOONEY BEAN	10-330-6180		27.50
01/17/2023	DFT0000524	LOONEY BEAN	10-330-6180		31.62
01/17/2023	DFT0000524	MAMMOTH SMOGS	10-000-6155		79.95
01/17/2023	DFT0000524	MANNA THAI	10-330-6220		32.14
01/17/2023	DFT0000524	MAVERIK	30-240-6220		54.55
01/17/2023	DFT0000524	MCDONALD'S	10-330-6220		18.08
01/17/2023	DFT0000524	ATLANTIS	10-310-6220		39.55
01/17/2023	DFT0000524	ATLANTIS	10-310-6220		77.88
01/17/2023	DFT0000524	MEAT & DELI	10-320-6220		36.31
01/17/2023	DFT0000524	NCL OF WI	30-210-6180		71.91
01/17/2023	DFT0000524	NORTHERN TOOL	10-320-6120		317.96
01/17/2023	DFT0000524	NORTHERN TOOL	10-320-6120		358.20
01/17/2023	DFT0000524	NORTHERN TOOL	22-000-1320		25.58
01/17/2023	DFT0000524	NORTHERN TOOL	22-000-1320		1,165.85
01/17/2023	DFT0000524	NORTHERN TOOL	23-000-1320		1,165.86
01/17/2023	DFT0000524	NORTHERN TOOL	23-000-1320		25.58
01/17/2023	DFT0000524	PANDA EXPRESS	10-330-6220		15.57
01/17/2023	DFT0000524	PANDA EXPRESS	10-330-6220		16.92
01/17/2023	DFT0000524	PERRY MOTORS	10-200-6155		371.46
01/17/2023	DFT0000524	PHO CHOPSTIX	30-240-6220		40.30
01/17/2023	DFT0000524	PILOT	10-120-6220		7.54
01/17/2023	DFT0000524	PILOT	10-120-6220		32.17
01/17/2023	DFT0000524	PITNEY BOWES	10-000-6180		305.85
01/17/2023	DFT0000524	RANEY'S INC.	30-240-6155		59.84
01/17/2023	DFT0000524	RC WILLEY	96-000-6115		1,033.32
01/17/2023	DFT0000524	AUTOZONE	20-220-6155		205.67
01/17/2023	DFT0000524	RED LOBSTER	10-320-6220		116.43
01/17/2023	DFT0000524	RED ROBIN	10-120-6220		21.70
01/17/2023	DFT0000524	RITE AID	10-100-6123		111.33
01/17/2023	DFT0000524	ROCKY MTN CHOC	96-000-6115		37.97
01/17/2023	DFT0000524	SHELL OIL	10-310-6125		67.00
01/17/2023	DFT0000524	STAPLES	10-000-6180		96.94
01/17/2023	DFT0000524	STARLINK	10-130-6105		110.00
01/17/2023	DFT0000524	STATE AND FED	10-110-6180		80.71
01/17/2023	DFT0000524	SUBWAY	10-100-6215		99.47
01/17/2023	DFT0000524	TACO BELL	10-120-6220		9.11

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Payment Dates: 1/1/2023 - 1/31/2023

Payment Date	Payment Number	Description (Payable)	Account Number	Project Account Key	Amount
01/17/2023	DFT0000524	AWWA	10-400-6215		910.00
01/17/2023	DFT0000524	AWWA	20-310-6215		180.00
01/17/2023	DFT0000524	TAHOE OIL CO	10-320-6220		75.00
01/17/2023	DFT0000524	TIRE RACK	10-320-6155		236.63
01/17/2023	DFT0000524	TOCKIFY	10-130-6105		8.08
01/17/2023	DFT0000524	TRAININNG	10-330-6215		199.00
01/17/2023	DFT0000524	TRUEWERK	20-230-6124		170.26
01/17/2023	DFT0000524	TYLER TECH	10-120-6180		425.00
01/17/2023	DFT0000524	TYLER TECH	10-120-6215		1,067.00
01/17/2023	DFT0000524	TYLER TECH	10-120-6215		1,099.00
01/17/2023	DFT0000524	TYLER TECH	10-120-6215		1,099.00
01/17/2023	DFT0000524	UBER EATS	10-320-6220		85.21
01/17/2023	DFT0000524	UBER EATS	10-320-6220		16.64
01/17/2023	DFT0000524	UNO MAS	20-310-6220		22.32
01/17/2023	DFT0000524	UPS	10-000-6185		36.00
01/17/2023	DFT0000524	UPS	10-000-6185		36.00
01/17/2023	DFT0000524	UPS	10-000-6185		36.00
01/17/2023	DFT0000524	UPS	10-000-6185		36.00
01/17/2023	DFT0000524	UPS	10-210-6185		57.59
01/17/2023	DFT0000524	UPS	10-210-6185		13.15
01/17/2023	DFT0000524	UPS	10-210-6185		13.04
01/17/2023	DFT0000524	USA BLUE BOOK	30-240-6180		65.18
01/17/2023	DFT0000524	BACKCOUNTRY	10-310-6124		311.40
01/17/2023	DFT0000524	USPS	10-000-6185		5.68
01/17/2023	DFT0000524	VONS	10-100-6215		20.86
01/17/2023	DFT0000524	WATER COLLEGE	20-230-6215		249.99
01/17/2023	DFT0000524	WATER COLLEGE	30-310-6215		199.99
01/17/2023	DFT0000524	WENDY'S	10-320-6220		21.48
01/17/2023	DFT0000524	WHEELHERO	22-000-1320		1,131.21
01/17/2023	DFT0000524	WHEELHERO	23-000-1320		1,131.21
01/17/2023	DFT0000524	YM CAREERS	10-110-6190		299.00
01/17/2023	DFT0000524	ZOOM	10-000-6215		153.65
01/17/2023	DFT0000524	ZOOM	10-000-6215		41.00
01/17/2023	DFT0000524	ZORO TOOLS	10-000-6145		85.41
01/17/2023	DFT0000524	BALLYS HOTEL	10-000-6180		61.99
Vendor 01890 - Wells Fargo VISA Total:					35,569.25
Vendor: 01900 - Western Nevada Supply Company					
01/25/2023	10357	O-Rings	10-310-6145		315.79
01/25/2023	10357	Tapping Bits for CL12	10-310-6120		994.11
Vendor 01900 - Western Nevada Supply Company Total:					1,309.90
Vendor: 01904 - Wienhoff Drug Testing					
01/18/2023	10354	Pre-Employment Drug Screening	10-110-6100		170.00
Vendor 01904 - Wienhoff Drug Testing Total:					170.00
Vendor: 02375 - William Kasting					
01/06/2023	3379	HET Rebate	10-100-6237		200.00
Vendor 02375 - William Kasting Total:					200.00
Vendor: 01962 - Your H2O Pro					
01/12/2023	3389	Retention paid - Well 32 pump and motor	22-000-2015		4,642.41
Vendor 01962 - Your H2O Pro Total:					4,642.41
Grand Total:					527,621.18

Report Summary

Fund Summary

Fund	Payment Amount
10 - Administration	241,900.44
20 - Water Operations	151,010.99
22 - Water Capital Replacement	11,049.39
23 - Wastewater Capital Replacement	5,729.01
30 - Wastewater Operations	109,263.14
96 - New Enterprise	8,668.21
Grand Total:	527,621.18

Account Summary

Account Number	Account Name	Payment Amount
10-000-1200	Inventory - Warehouse	54.64
10-000-2150	Ee Insurance Benefits Pay...	26,789.09
10-000-2151	Health Saving Acct. Payab...	645.72
10-000-2160	Pension Contribution Pay...	21,469.86
10-000-2161	Ee Deferred Comp Contri...	9,334.74
10-000-2165	Accrued Workers Comp	1,816.28
10-000-2170	Employee Deductions - O...	388.00
10-000-2200	Payroll Taxes - Federal	16,102.78
10-000-2210	Payroll Taxes - State	6,225.68
10-000-6020	Employee Benefits - Grou...	6,216.00
10-000-6022	Employee Benefits - Work...	-2,710.70
10-000-6100	Outside Services	141.31
10-000-6123	Employee Engagement	128.99
10-000-6145	M & R - Line Repair/Equi...	85.41
10-000-6150	M & R - Buildings	6,427.43
10-000-6155	M & R - Vehicles	417.90
10-000-6180	Operating Supplies	3,580.73
10-000-6185	Postage/Freight	149.68
10-000-6210	Telephone	974.86
10-000-6215	Training & Meetings	194.65
10-000-6230	Utilities - Electric	6,990.14
10-000-6231	Utilities - Propane	1,596.16
10-100-6105	Software Licenses/Agree...	39.98
10-100-6110	Professional Services	300.00
10-100-6123	Employee Engagement	7,641.42
10-100-6140	Legal Services	921.25
10-100-6160	Memberships/Certificatio...	19,427.00
10-100-6180	Operating Supplies	53.75
10-100-6181	Computer Systems/Equi...	406.26
10-100-6190	Advertising Publications &...	500.00
10-100-6205	Permits & Licensing	7,989.15
10-100-6210	Telephone	666.49
10-100-6215	Training & Meetings	304.55
10-100-6237	Water Conservation	3,026.97
10-110-6100	Outside Services	300.53
10-110-6140	Legal Services	1,564.00
10-110-6180	Operating Supplies	80.71
10-110-6190	Advertising Publications &...	909.10
10-110-6200	Safety	276.36
10-110-6210	Telephone	380.00
10-110-6215	Training & Meetings	1,240.00
10-120-6105	Software Licenses/Agree...	2,035.99
10-120-6123	Employee Engagement	97.70
10-120-6124	Employee PPE/Uniform	107.75
10-120-6180	Operating Supplies	425.00
10-120-6210	Telephone	570.00
10-120-6215	Training & Meetings	3,265.00

Account Summary

Account Number	Account Name	Payment Amount
10-120-6220	Travel Expenses	885.40
10-130-6105	Software Licenses/Agree...	15,047.03
10-130-6110	Professional Services	19,215.00
10-130-6181	Computer Systems/Equi...	87.82
10-130-6210	Telephone	701.48
10-200-6125	Gasoline	58.85
10-200-6155	M & R - Vehicles	371.46
10-200-6180	Operating Supplies	29.06
10-200-6210	Telephone	305.00
10-210-6105	Software Licenses/Agree...	12.99
10-210-6111	Outside Lab Services	52.92
10-210-6185	Postage/Freight	83.78
10-210-6210	Telephone	150.00
10-300-6123	Employee Engagement	177.52
10-300-6210	Telephone	42.17
10-310-6100	Outside Services	103.50
10-310-6120	Operating Tools/Equipme...	2,010.76
10-310-6124	Employee PPE/Uniform	-33.40
10-310-6125	Gasoline	67.00
10-310-6145	M & R - Line Repair/Equi...	315.79
10-310-6155	M & R - Vehicles	1,252.80
10-310-6180	Operating Supplies	92.98
10-310-6210	Telephone	1,144.78
10-310-6220	Travel Expenses	205.98
10-320-6100	Outside Services	103.50
10-320-6120	Operating Tools/Equipme...	676.16
10-320-6155	M & R - Vehicles	1,374.65
10-320-6200	Safety	1,988.34
10-320-6210	Telephone	995.72
10-320-6220	Travel Expenses	1,180.22
10-330-6120	Operating Tools/Equipme...	510.35
10-330-6124	Employee PPE/Uniform	34.05
10-330-6125	Gasoline	55.81
10-330-6150	M & R - Buildings	172.98
10-330-6155	M & R - Vehicles	3,494.33
10-330-6180	Operating Supplies	62.50
10-330-6210	Telephone	1,009.73
10-330-6215	Training & Meetings	399.00
10-330-6220	Travel Expenses	578.64
10-400-6105	Software Licenses/Agree...	6,430.20
10-400-6110	Professional Services	19,215.00
10-400-6210	Telephone	780.28
10-400-6215	Training & Meetings	910.00
20-000-2150	Ee Insurance Benefits Pay...	19,640.15
20-000-2160	Pension Contribution Pay...	23,613.27
20-000-2161	Ee Deferred Comp Contri...	21,308.20
20-000-2165	Accrued Workers Comp	4,909.03
20-000-2170	Employee Deductions - O...	411.43
20-000-2200	Payroll Taxes - Federal	13,080.50
20-000-2210	Payroll Taxes - State	4,490.97
20-200-6205	Permits & Licensing	24,341.74
20-210-6111	Outside Lab Services	1,323.00
20-210-6180	Operating Supplies	4,056.24
20-220-6120	Operating Tools/Equipme...	754.79
20-220-6124	Employee PPE/Uniform	267.21
20-220-6155	M & R - Vehicles	248.76
20-220-6179	Operating Chemicals	6,309.35
20-220-6180	Operating Supplies	268.28

Account Summary

Account Number	Account Name	Payment Amount
20-220-6181	Computer Systems/Equi...	161.57
20-220-6210	Telephone	319.11
20-220-6230	Utilities - Electric	23,765.80
20-220-6231	Utilities - Propane	399.74
20-230-6124	Employee PPE/Uniform	1,166.69
20-230-6179	Operating Chemicals	5,538.52
20-230-6210	Telephone	20.08
20-230-6215	Training & Meetings	249.99
20-230-6230	Utilities - Electric	406.97
20-310-6215	Training & Meetings	180.00
20-310-6220	Travel Expenses	222.83
20-320-6145	M & R - Line Repair/Equi...	-6,443.23
22-000-1301	Construction in Progress	680.00
22-000-1320	Vehicles	5,726.98
22-000-2015	Retention Account	4,642.41
23-000-1320	Vehicles	5,729.01
30-000-2150	Ee Insurance Benefits Pay...	21,180.81
30-000-2160	Pension Contribution Pay...	24,504.39
30-000-2161	Ee Deferred Comp Contri...	11,719.66
30-000-2165	Accrued Workers Comp	5,197.30
30-000-2170	Employee Deductions - O...	513.07
30-000-2200	Payroll Taxes - Federal	15,626.30
30-000-2210	Payroll Taxes - State	5,559.60
30-100-6160	Memberships/Certificatio...	2,650.00
30-210-6111	Outside Lab Services	257.98
30-210-6180	Operating Supplies	1,423.99
30-240-6100	Outside Services	8,121.42
30-240-6105	Software Licenses/Agree...	12.99
30-240-6145	M & R - Line Repair/Equi...	1,503.42
30-240-6155	M & R - Vehicles	59.84
30-240-6180	Operating Supplies	137.91
30-240-6200	Safety	77.56
30-240-6210	Telephone	853.05
30-240-6215	Training & Meetings	50.00
30-240-6220	Travel Expenses	134.16
30-240-6230	Utilities - Electric	2,428.22
30-240-6231	Utilities - Propane	5,719.77
30-310-6120	Operating Tools/Equipme...	1,116.71
30-310-6215	Training & Meetings	199.99
30-320-6160	Memberships/Certificatio...	215.00
96-000-6115	Employee Housing Expen...	8,668.21
	Grand Total:	527,621.18

Project Account Summary

Project Account Key	Payment Amount	
None	526,941.18	
22W01CM	680.00	
	Grand Total:	527,621.18

<u>Merchant Name</u>	<u>Fund GL Acct</u>	<u>Cardholder</u>	<u>Amount</u>	<u>Description</u>
ADOBE	10-120-6105	M. BRETZ	14.99	Adobe
ADOBE	10-210-6105	R. MEDHURST	12.99	Adobe creative cloud
ADOBE	10-100-6105	S. HAKE	19.99	Document Editing Software
ADOBE	10-100-6105	A. LEWIS	19.99	Document editing software
ADOBE	30-240-6105	S. SORNOSO	12.99	Monthly Subscription
ADOBE Total			80.95	
AMAZON	10-000-6180	M. VENDORS	52.44	Binders
AMAZON	10-100-6180	M. VENDORS	53.75	Bottle Brushes for FOG Program
AMAZON	10-000-6180	M. VENDORS	53.00	Certificate Frames
AMAZON	10-310-6155	M. VENDORS	14.00	Fuse Holder and Fuses
AMAZON	10-310-6155	M. VENDORS	32.74	Hazard Flash Strobe Light
AMAZON	10-000-6180	M. VENDORS	66.63	Laundry Supplies
AMAZON	10-000-6180	M. VENDORS	79.14	Vehicle Number Decals
AMAZON Total			351.70	
APPLE.COM	10-100-6210	M. BUSBY	0.99	Cell phone data storage
APPLE.COM	20-220-6181	C. MURRAY	161.57	iPad case/keyboard
APPLE.COM Total			162.56	
AT&T	10-200-6210	M. VENDORS	35.00	iPad Data Plan - Clay
AT&T Total			35.00	
ATLANTIS	10-310-6220	R. GONZALEZ	39.55	hotel for Robert
ATLANTIS	10-310-6220	R. GONZALEZ	77.88	Hotel for Robert for D3
ATLANTIS Total			117.43	
AUTOZONE	20-220-6155	R. GONZALEZ	205.67	Battery for Ranger 69
AUTOZONE Total			205.67	
AWWA	20-310-6215	J. RUIZ	180.00	Training D3
AWWA	10-400-6215	G. HIGERD	910.00	Conference Registration
AWWA Total			1,090.00	
BACKCOUNTRY	10-310-6124	K. WEILAND	311.40	insulated coat
BACKCOUNTRY Total			311.40	
BALLYS HOTEL	10-000-6180	C. MURRAY	61.99	Accidental charge-MCWD Reimbursed
BALLYS HOTEL Total			61.99	
BASS PRO	20-230-6124	C. MONROE	237.04	snow bibs
BASS PRO	20-220-6124	C. MURRAY	193.94	Winter boots for ES
BASS PRO Total			430.98	
BLINDSTER	10-000-6150	M. VENDORS	103.26	Window Blind for Paige
BLINDSTER Total			103.26	
BLUEBEAM	10-130-6105	J. MULBAY	595.00	Bluebeam 5 Seat License
BLUEBEAM Total			595.00	
BOWLS N GO	10-330-6220	H. LEWIS	18.41	Lunch
BOWLS N GO Total			18.41	
BURGERS	10-100-6123	M. BUSBY	150.44	Finance team lunch meeting
BURGERS	10-300-6123	R. MOTLEY	177.52	lunch for line maintenance team
BURGERS Total			327.96	
CA DMV	22-000-1320	M. BRETZ	1,842.00	Sales Tax - #118

CA DMV	23-000-1320	M. BRETZ	1,842.00	Sales Tax - #118
CA DMV	22-000-1320	M. BRETZ	38.68	Sales Tax Fee
CA DMV	23-000-1320	M. BRETZ	38.69	Sales Tax Fee
CA DMV Total			3,761.37	
CARBONBULK	20-220-6120	C. MURRAY	709.22	well sounder
CARBONBULK Total			709.22	
CARHARTT	20-230-6124	C. MONROE	91.57	jacket for Chris
CARHARTT	20-230-6124	C. MONROE	242.36	shirts for Chris
CARHARTT	20-230-6124	C. MONROE	199.26	shirts for eric solomon
CARHARTT	20-230-6124	C. MONROE	226.20	shirts for eric solomon
CARHARTT Total			759.39	
CARPARTSCOM	10-310-6155	M. VENDORS	66.10	Halogen Tail Light Assembly
CARPARTSCOM Total			66.10	
CHEESECAKE	10-330-6220	H. LEWIS	37.78	Dinner
CHEESECAKE	10-320-6220	T. ENGLISH	79.83	Trevor and Aaron Dinner
CHEESECAKE Total			117.61	
CHEVRON	10-200-6125	C. MURRAY	58.85	Fuel for vehicle 88
CHEVRON	10-310-6220	R. GONZALEZ	64.81	Gas for ranger 69
CHEVRON	10-330-6125	H. LEWIS	55.81	gas for training travel
CHEVRON Total			179.47	
CONVICT	10-000-6180	R. MEDHURST	15.94	Accidental charge-MCWD Reimbursed
CONVICT	10-100-6123	S. HAKE	6,866.20	Holiday Party
CONVICT Total			6,882.14	
COVERS ALL	10-330-6155	R. MOTLEY	(67.33)	refund for freight
COVERS ALL	10-330-6155	R. MOTLEY	264.22	covers for generators
COVERS ALL Total			196.89	
COVERS UNLTD	10-320-6155	A. DERUE	249.60	seat covers for veh 118
COVERS UNLTD Total			249.60	
CWEA	30-240-6215	T. NELSON	50.00	Leadership training
CWEA	10-330-6215	H. LEWIS	200.00	OCT review for T2 test
CWEA	10-110-6190	C. WEIBERT	305.00	R and E 22-010 WTPO I
CWEA	30-320-6160	A. DERUE	215.00	WW C3 membership
CWEA Total			770.00	
DEL TACO	10-120-6220	A. CAMPBELL	8.46	Conference - meal
DEL TACO	10-310-6220	R. GONZALEZ	13.94	Food for Robert
DEL TACO Total			22.40	
DIRECTV	10-000-6123	M. VENDORS	128.99	Satellite TV
DIRECTV Total			128.99	
EYEWASHDIRECT	10-110-6200	M. REEVES	276.36	Eyewash Station for Garage
EYEWASHDIRECT Total			276.36	
FRAUD	10-000-6180	S. SORNOSO	(11.30)	dispute with Spotify
FRAUD Total			(11.30)	
GIOVANNIS	10-100-6215	M. BUSBY	50.44	Board committee lunch meeting
GIOVANNIS	10-100-6123	C. MURRAY	513.45	Luncheon for retirement
GIOVANNIS	10-100-6215	A. LEWIS	133.78	Meeting lunch
GIOVANNIS Total			697.67	
GOOD LIFE	10-120-6123	M. BRETZ	97.70	Lunch for Rehab Team - 4 people

GOOD LIFE Total			97.70	
GOVCONN	10-130-6181	J. MULBAY	87.82	Five HDMI/Display Port Adapters
GOVCONN	10-100-6181	J. MULBAY	406.26	Four Samsung Monitors
GOVCONN Total			494.08	
GRAND CAFE	20-310-6220	J. RUIZ	21.41	Food
GRAND CAFE Total			21.41	
GRID GRILL	30-240-6220	T. NELSON	39.31	Lunch for workshop
GRID GRILL Total			39.31	
GROCERY OUTLET	10-110-6190	C. WEIBERT	200.00	R and E 22-010 WTPO I
GROCERY OUTLET	96-000-6115	M. BRETZ	10.90	Sierra Manors Rehab
GROCERY OUTLET	96-000-6115	M. BRETZ	10.91	Sierra Manors Rehab
GROCERY OUTLET Total			221.81	
GSR	20-310-6220	J. RUIZ	49.13	Food
GSR	20-310-6220	J. RUIZ	111.87	Hotel room for D3 test
GSR Total			161.00	
HABIT	10-120-6220	A. CAMPBELL	13.98	Conference - meal
HABIT Total			13.98	
HAMPTON INN	10-330-6220	H. LEWIS	322.48	Hotel for OCT training
HAMPTON INN Total			322.48	
HELLY HANSEN	10-310-6124	K. WEILAND	(344.80)	Returned sent wrong size
HELLY HANSEN Total			(344.80)	
HILTON	10-330-6220	H. LEWIS	117.26	Hotel for Test
HILTON Total			117.26	
HOLIDAY INN	10-320-6220	T. ENGLISH	233.86	hotel for pump and motor class
HOLIDAY INN	10-320-6220	T. ENGLISH	116.93	hotel Pump and motor class
HOLIDAY INN	10-320-6220	A. DERUE	116.93	room deposit for pump class
HOLIDAY INN	10-320-6220	A. DERUE	233.86	Room for pump class
HOLIDAY INN	10-320-6220	T. ENGLISH	25.00	Trevor and Aaron lunch
HOLIDAY INN Total			726.58	
HOME DEPOT	10-310-6120	R. GONZALEZ	10.79	Straps for truck
HOME DEPOT Total			10.79	
HYATT	10-120-6220	A. CAMPBELL	724.44	Conference - hotel
HYATT Total			724.44	
IN N OUT	20-310-6220	J. RUIZ	9.05	Food
IN N OUT	20-310-6220	J. RUIZ	9.05	Food
IN N OUT	10-310-6220	R. GONZALEZ	9.80	food for Robert
IN N OUT	10-320-6220	T. ENGLISH	22.74	Trevor and Aaron lunch
IN N OUT Total			50.64	
KITTREDGE	10-330-6124	R. MOTLEY	34.05	water proofing spray
KITTREDGE Total			34.05	
LOONEY BEAN	10-330-6180	R. MOTLEY	27.50	coffee for office
LOONEY BEAN	10-330-6180	R. MOTLEY	31.62	coffee for office
LOONEY BEAN Total			59.12	
MAMMOTH SMOGS	10-000-6155	M. BRETZ	79.95	Smog Test for #48
MAMMOTH SMOGS Total			79.95	
MANNA THAI	10-330-6220	H. LEWIS	32.14	Dinner
MANNA THAI Total			32.14	

MAVERIK	30-240-6220	T. NELSON	54.55	Fuel for CRV
MAVERIK Total			54.55	
MCDONALD'S	10-330-6220	H. LEWIS	18.08	Dinner
MCDONALD'S Total			18.08	
MEAT & DELI	10-320-6220	A. DERUE	36.31	Lunch aaron trevor pump class
MEAT & DELI Total			36.31	
NCL OF WI	30-210-6180	R. MEDHURST	71.91	pH buffer solution
NCL OF WI Total			71.91	
NORTHERN TOOL	10-320-6120	M. VENDORS	358.20	Milwaukee 106 Piece Combo Kit
NORTHERN TOOL	10-320-6120	M. VENDORS	317.96	Power Converter
NORTHERN TOOL	22-000-1320	M. VENDORS	1,165.85	Tool Boxes/Headache Rack - #118
NORTHERN TOOL	23-000-1320	M. VENDORS	1,165.86	Tool Boxes/Headache Rack - #118
NORTHERN TOOL	22-000-1320	M. VENDORS	25.58	Trailer Hitch for #118
NORTHERN TOOL	23-000-1320	M. VENDORS	25.58	Trailer Hitch for #118
NORTHERN TOOL Total			3,059.03	
PANDA EXPRESS	10-330-6220	H. LEWIS	15.57	Lunch
PANDA EXPRESS	10-330-6220	H. LEWIS	16.92	Lunch
PANDA EXPRESS Total			32.49	
PERRY MOTORS	10-200-6155	C. MURRAY	371.46	Service for vehicle 88
PERRY MOTORS Total			371.46	
PHO CHOPSTIX	30-240-6220	T. NELSON	40.30	Dinner after workshop
PHO CHOPSTIX Total			40.30	
PILOT	10-120-6220	A. CAMPBELL	32.17	Conference - gas
PILOT	10-120-6220	A. CAMPBELL	7.54	Conference - snacks
PILOT Total			39.71	
PITNEY BOWES	10-000-6180	A. LEWIS	305.85	Postage meter ink/supplies
PITNEY BOWES Total			305.85	
RANEY'S INC.	30-240-6155	S. SORNOSO	59.84	heavy duty tracker spring kit
RANEY'S INC. Total			59.84	
RC WILLEY	96-000-6115	M. VENDORS	1,033.32	Washing Machine
RC WILLEY Total			1,033.32	
RED LOBSTER	10-320-6220	A. DERUE	116.43	Dinner Trevor and Aaron pump class
RED LOBSTER Total			116.43	
RED ROBIN	10-120-6220	A. CAMPBELL	21.70	Conference - meal
RED ROBIN Total			21.70	
RITE AID	10-100-6123	C. MURRAY	111.33	Employee retirement gift card
RITE AID Total			111.33	
ROCKY MTN CHOC	96-000-6115	J. BEATTY	37.97	Thank you gift for escrow team
ROCKY MTN CHOC Total			37.97	
SHELL OIL	10-310-6125	R. GONZALEZ	67.00	Gas for ranger 69
SHELL OIL Total			67.00	
STAPLES	10-000-6180	A. LEWIS	96.94	Office supplies
STAPLES Total			96.94	
STARLINK	10-130-6105	M. VENDORS	110.00	Starlink
STARLINK Total			110.00	
STATE AND FED	10-110-6180	M. REEVES	80.71	2023 Labor Law Posters
STATE AND FED Total			80.71	

SUBWAY	10-100-6215	S. HAKE	99.47	Strategic Plan Meeting Lunch
SUBWAY Total			99.47	
TACO BELL	10-120-6220	A. CAMPBELL	9.11	Conference - meal
TACO BELL Total			9.11	
TAHOE OIL CO	10-320-6220	T. ENGLISH	75.00	Ga
TAHOE OIL CO Total			75.00	
TIRE RACK	10-320-6155	A. DERUE	236.63	Tire replace veh 89
TIRE RACK Total			236.63	
TOCKIFY	10-130-6105	J. MULBAY	8.08	Tockify Web Calendar
TOCKIFY Total			8.08	
TRAININNG	10-330-6215	R. MOTLEY	199.00	Hr training webanar
TRAININNG Total			199.00	
TRUEWERK	20-230-6124	C. MONROE	170.26	pants for eric solomon
TRUEWERK Total			170.26	
TYLER TECH	10-120-6215	M. VENDORS	1,099.00	Conference Registration
TYLER TECH	10-120-6215	H. CHRISTENSEN	1,067.00	May Tyler Training in San Antonio
TYLER TECH	10-120-6215	A. CAMPBELL	1,099.00	Tyler Conference Registration
TYLER TECH	10-120-6180	M. BRETZ	425.00	W2s and 1099s
TYLER TECH Total			3,690.00	
UBER EATS	10-320-6220	A. DERUE	16.64	Dinner tip aaron trevor pump class
UBER EATS	10-320-6220	A. DERUE	85.21	dinner trevor and aaron pump class
UBER EATS Total			101.85	
UNO MAS	20-310-6220	J. RUIZ	22.32	Food
UNO MAS Total			22.32	
UPS	10-000-6185	M. VENDORS	36.00	Service Fee
UPS	10-000-6185	M. VENDORS	36.00	Service Fee
UPS	10-000-6185	M. VENDORS	36.00	Service Fee
UPS	10-000-6185	M. VENDORS	36.00	Service Fee
UPS	10-210-6185	M. VENDORS	13.04	Shipping Charge
UPS	10-210-6185	M. VENDORS	13.15	Shipping Charge
UPS	10-210-6185	M. VENDORS	57.59	Shipping Charge
UPS Total			227.78	
USA BLUE BOOK	30-240-6180	S. SORNOSO	65.18	Conductivity Standard
USA BLUE BOOK Total			65.18	
USPS	10-000-6185	M. BRETZ	5.68	Postage
USPS Total			5.68	
VONS	10-100-6215	S. HAKE	20.86	Strategic Planning Meeting Lunch
VONS Total			20.86	
WATER COLLEGE	20-230-6215	C. MONROE	249.99	prep course for T3 Exam
WATER COLLEGE	30-310-6215	J. RUIZ	199.99	Training for C2
WATER COLLEGE Total			449.98	
WENDY'S	10-320-6220	T. ENGLISH	21.48	Trevor and Aaron lunch
WENDY'S Total			21.48	
WHEELHERO	22-000-1320	M. VENDORS	1,131.21	Snow Tires and Rims for #118
WHEELHERO	23-000-1320	M. VENDORS	1,131.21	Snow Tires and Rims for #118
WHEELHERO Total			2,262.42	
YM CAREERS	10-110-6190	C. WEIBERT	299.00	R and E 22-010 WTPO I

YM CAREERS Total			299.00	
ZOOM	10-000-6215	S. HAKE	41.00	Cloud Recordings
ZOOM	10-000-6215	J. MULBAY	153.65	MCWD Zoom Accounts
ZOOM Total			194.65	
ZORO TOOLS	10-000-6145	M. VENDORS	85.41	Safety-Break for Diesel Pump
ZORO TOOLS Total			85.41	
December VISA Transaction Total			35,569.25	

MINUTES

Thursday, January 19, 2023
Mammoth Community Water District
Special Board Workshop
Annual Strategic Planning

The Board of Directors convened in session at the hour of 8:08 a.m. No recess was taken, and the meeting was adjourned at 10:03 a.m.

Prepared by:

Stephanie Hake
Executive Assistant

ATTEST:

Mark Busby
Board Secretary

THE ANNUAL STRATEGIC PLANNING WORKSHOP of the Board of Directors of the Mammoth Community Water District was held on Thursday, January 19, 2023 at 8:08 a.m.

ROLL CALL

Board Present

Director: Tom Cage (*arrived at 9:04 a.m.*)
Director: Dennis Domaille
Director: Elizabeth Hylton
Director: Tom Smith (*left at 9:19 a.m.*)
Director: Gary Thompson

Board Absent

None

Staff Present

General Manager: Mark Busby
District Engineer: Garrett Higerd
Finance Manager: Jeff Beatty
Operations Superintendent: Clay Murray
Maintenance Superintendent: Rob Motley
Information Services Manager: Justin Mulbay
Human Resources Manager: Chris Weibert
Executive Assistant: Stephanie Hake

Guests Present

None

STRATEGIC PLANNING WORKSHOP FY 2024

1. Discuss and Provide Direction Regarding the Proposed FY 2024 Strategic Plan

Mark Busby briefly described that the District's strategic plan is a living document and helps staff align the District's projects and day to day activities with its mission statement, core values, and overall operations plan. Mr. Busby added that the plan integrates directly with the annual budgeting process, and the FY 2024 draft budget is on schedule for presentation to the Board for direction and comment at the February Board meeting.

Staff engaged the Board of Directors in a thorough review of the Draft FY 2024 Strategic Plan, highlighting the projects and priorities that will be focused on in the coming fiscal year. Many topics were discussed in varying detail.

As a result of the workshop, two metrics were added: one under 'Water Resource and Wastewater Management & Planning' and one under 'Operations & Maintenance'. The amendments are reflected in 'Red' font in the updated FY 2024 Strategic Plan document that is attached to these draft minutes for approval at the meeting on February 23, 2023 regular Board meeting.

Following lengthy discussion, the Board expressed their appreciation for the efforts of staff to produce and use the Strategic Plan as a road map for the District's operations.

ADJOURNMENT

Director Domaille made a motion to adjourn the workshop.

BOARD ACTION – To adjourn the workshop

MOVED BY: Director Domaille
SECONDED BY: Director Cage
AYES: Directors Cage, Domaille, Hylton, and Thompson
NAYS: None
ABSENT: Director Smith

The workshop was adjourned at 10:03 a.m.

Water Resource and Wastewater Management & Planning

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Secure adequate future water supply	GH	a. Well 32	I		X						Remaining items: Electrical service, controls, final permitting & signed and recorded easement
	GH/MB	b. Property acquisition for new well sites	O		X	X	X				Coordinate with Alterra for potential new well sites; Ongoing discussions with Snowcreek re replacement sites at golf course & Snowcreek VIII; Restarting discussions with FS on the possibility of a new production well near Well 11; Possibly work with TOML for site at "Bell Shaped Parcel"
	GH	c. Drill exploratory boreholes for replacement wells	I					X	X		Working to identify sites
	CM/GH	d. Continued monitoring as defined in the Groundwater Monitoring Plan	O	X							Ongoing
	CM/GH/RS	e. Water Supply Analysis	O	X							Evaluate groundwater performance as part of the Quarterly Water Supply update
2 Conserve water	RS	a. Maintain MCWD's <i>Water Shortage Contingency Plan</i>	O	X							Continually enforce water conservation regulations
	RS/GH	b. Review TOML projects affecting water demand	O	X							Ongoing via regular meetings w/ TOML staff & review of Planning Commission & Council meeting materials
	RS	c. Maintain and enforce state water conservation regulations	O	X							Per capita use in 2022 was 74 - the goal is 145
	RS	d. Maintain MCWD rebate program	O								Indoor & Outdoor rebate programs remain active
	RS	e. Support conservation education programs	O	X							Continue supporting the Mammoth Middle School's LivingWise program
	RS	f. Advertisements & press releases to educate the community re: water conservation practices & issues	O	X							Continue to inform the community of water conservation requirements with a focus on landscape irrigation
	RS	g. Develop plan for implementing existing MCWD landscape ordinance	N	X							Regulatory and Engineering staff to develop administrative permitting and inspection process
3 Balance production & use of surface water, groundwater & recycled water	CM	a. Optimize recycled water, groundwater and surface water treatment processes	O	X							PLC replacement for LMTP in FY24
	CM	b. Maintain awareness of recycled water (RW) expansion opportunities	O	X							Working with SWRCB to adopt expanded trucked RW water season; Potential for use of RW at Snowcreek VIII
4 Groundwater Resource Protection	MB/GH/RS	a. Administer monitoring and mitigation plans	I	X							GMRP for CDIV geothermal is actively being administered; Staff are working with Limelight Hotel to secure GMRP
5 Effective Water Resource Data and Wastewater management & reporting	CM	a. Continued resource monitoring to meet compliance and resource management objectives	O	X							Current monitoring is on track
	RS	b. Urban Water Management Plan (UWMP)	N				X				The next UWMP is due in 2025
	GH	c. Water system modeling development	I		X						Ongoing clean-up of water pipe network data for input into modeling software; Obtained one year of flow data for all meters for use in developing water demand scenarios across the system
	GH	d. Wastewater collection system modeling development	I		X						Ongoing clean-up of WW collection pipe network data for input into modeling software; Obtained new aerial imagery & surface data to determine the elevation of all manholes visible from the sky
6 Stay informed of local, regional and State water resource issues	RS	a. Attend/participate in group and administrative meetings	O	X							Attend and participate as needed
	RS	b. Provide input for effective, region-specific goals & objectives to regional water-resource groups & DWR	O	X							Provide comments as requested/needed
	MB/RS	c. Engagement with CSDA, ACWA, DWR, SWRCB, and electeds	O	X							Maintain relationships through meetings and memberships
	GH/RS	d. Review TOML project applications	O	X							Ongoing via regular meetings with TOML staff & review of Planning Commission & Council meeting materials
	MB/GH/RS	e. Coordinate with MMSA on the potential to supply future water & wastewater needs	I	X							Ongoing via regular meetings with Alterra staff & review of engineering & planning documents
7 Surface Watershed Protection	RS	a. Fuels reduction	O		X						Regularly attending ESCCRP meetings
	RS	b. Watershed Sanitary Survey (Lakes Basin)	N					X			The next survey is required in 2026
8 Evaluate for adequate future system capacity	GH	a. Water distribution system	O	X							Working on water model
	GH	b. Wastewater collection system	O	X							Working on wastewater collection model
	GH	c. Water treatment system	O	X							Lake Mary Treatment Plant filter media addition has improved performance and reliability
	GH	d. Wastewater treatment system	O	X							Analysis confirmed that there is additional capacity for potential new out-of-service area users

STATUS

O = Ongoing; I = Incomplete; C = Completed; N = Not Started Yet
A/O = Annual or Ongoing

Operations & Maintenance

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Maintain Water Distribution, Collection Systems & Treatment and Administrative Facilities to a high standard	RM	a. Zero sanitary/sewer over flows (SSO)	O	X							We are currently meeting this goal
	RM	b. Deliver water at 99% of customer service hours or better by managing outages	O	X							We are currently meeting this goal
	RM	c. Exercise 20% of distribution system valves annually	O	X							Part of a 5-year maintenance plan; This is on-going
	RM	d. Maintain 50% of hydrants annually	O	X							Part of a 2-year maintenance plan; This is on-going
	RM	e. Clean and CCTV 20% of collection system annually	O	X							Part of a 5-year maintenance plan; This is on-going
	RS	f. Maintain Fats, Oils, & Grease (FOG) program	O	X							Program on track
	RM	g. Maximize the lifecycle of District facilities and equipment	O	X							Manage programs that follow equipment manufacturer industry standards using best management practices for preventative maintenance schedules & procedures on all District assets; identify abnormal equipment failures to improve the planning process. Exploring Admin Bldg HVAC/energy efficiency upgrades.
	2 Protect Water Distribution system from contamination	RS	a. Maintain Backflow/Cross Connection protection program	O	X						
RS		b. Conduct District-wide Backflow/Cross Connection Control sanitary survey	N			X					The next Backflow/Cross Connection survey is due in 2025
GH/CM		c. Recycled Water/Cross-connection control compliance annual testing and reporting	O	X							On track
3 Maximize reliability of water production	GH/RM	a. Follow best practices for well inspections and maintenance	O	X							Evaluating results & approach for next round of rehabs; Ongoing compilation of well data & creation of a well asset management plan
	CM/GH	b. Optimize surface water treatment plant production	O	X							New PLC scheduled for FY24 with some additional control setpoints for backwash process
	CM/GH	c. Optimize groundwater treatment plant production	O	X							Continually monitor overall plant performance to ensure efficient chemical dosing & backwash optimization
4 Maximize availability of recycled water	GH/CM/RM	a. Meet all recycled water demands during irrigation season	O	X							Ongoing maintenance to ensure reliable production
5 Minimize non-revenue water	CM/RM	a. Stay under threshold of AWWA standards of 10% non-revenue water (annually)	O	X							2022 non-revenue water is 7% through December
	RM	b. Maintain meter testing accuracy program	O	X							Meter testing program has been established & is following AWWA standards
6 Maximize energy efficiency and reduce energy costs	RM	a. Operation and Maintenance of MCWD Solar PV system	O	X							The system is meeting expectations; Spare parts are in stock to alleviate down time
	GH	b. Maintain awareness of potential renewable energy opportunities	O	X							Explore options to enable District operations to be as energy efficient as possible
7 Emergency preparedness	CM/RM	a. Emergency Response Plan Update	N				X				This plan is on a 5-year schedule; Update is due 12-31-2026
	GH	b. Seismic review and retrofit analysis	N			X					Review ability of essential infrastructure to withstand seismic structural loads; Recommend retrofit projects
	ALL	c. Stay current with appropriate equipment and staff training for emergency response	O	X							Exploring options for hardening/bolstering all MCWD communication systems; Participate in quarterly Unified Command meetings (community stakeholders)

Key Strategic Driven Expenditures

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Maintain regulatory compliance	GH	a. Basin Plan Amendment studies	N		X						Prepared a study proposal for Laurel Pond & submitted to Lahontan; Provided follow up - ready to implement when approved
	Jbt	b. Diesel equipment replacement	I				X				Schedule developed for equipment replacements to maintain CARB compliance; 3 additional vehicles must be removed from our fleet before the end of 2025; Vector replacement in FY24
2 Correct assets that have failed or are projected to fail	GH	a. Well Rehabilitation / Replacement	O		X		X		X		Evaluate potential wells for next round of rehabs
	RM	b. Water Distribution improvements	O	X							Scheduled maintenance and replacement projects are planned
	RM	c. Collection System improvements	O	X							Scheduled maintenance and replacement projects are planned
	RM	d. Water tank rehabilitation	I		X	X					Two tanks are being considered for FY24
	GH	e. Tank T-8 (Forest Trail) replacement	N				X				Analysis and design pending
	GH	f. Center St./Hwy 203 Sewer upgrade	N		X						Rescheduled for this construction season
3 Improve operational efficiency and reliability	MB	g. Administration Building Improvements	N		X						Exploring HVAC/energy efficiency upgrades
	GH	f. Asphalt improvements at the District	N		X	X					Exploring options for pavement repairs or replacement around District's Admin bldg and Maintenance bldgs
	GH	a. Well 32	I		X						See page 1, objective/metric 1. a
	GH	b. Parcel Relief Main project	I		X						Connect trunk sewer in Dorrance Dr. to Center St. via a new main access The Parcel
	GH	c. Zone 2B New Water Tank	N					X			Add new water storage capacity to water system zone 2B; Property acquisition in FY24

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Financial Management

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Maintain financially sound organization	JB	a. Monitor revenue and rate stabilization reserve and adjust expenses as needed	O	X							Track trends for prop. tax & rate revenue as well as experienced & expected changes in expenses for capital & operations; Continuing dialog w/ MC re allocating property tax revenue for development at Snowcreek VIII
	JB	b. Conduct a water rate study and implement study recommendations every 5 years	N			X		X			Next study will be done in 2026; Begin assessing need for the '26 study in 2024
	JB	c. Conduct a wastewater rate study and implement study recommendations every 5 years	N			X		X			Next study will be done in 2026; Begin assessing need for the '26 study in 2024
	JB	d. Conduct a connection fee study and implement recommendations	N							X	New study will be conducted when expansion fund balances will be insufficient to meet the infrastructure needs of an expanding customer base. Staff periodically review expected fund balance & expected infrastructure cost.
	JB	e. Maintain purchasing controls and Warehouse inventory levels	O	X							Collaborate with Maint. & Eng staff to ensure equip. & materials are available for operations and capital projects
	JB	f. Maintain an appropriate accounting and reporting system	O	X							Goal is to receive an "unmodified" opinion by District auditors annually
	JB	g. Regular Investment Committee meetings to monitor investments and ensure best investment strategy	O	X							Investment committee meets quarterly; Cash needs have been segregated into short-term, mid-term, & long-term; Reserve funds have been moved into investment strategies appropriate for the expected liquidity needs
	JB	h. Regular Pension Trustee meetings to monitor pension plan	O	X							Ongoing
	JB	i. Minimize operating cost	O	X							Encourage lowest-cost methods for billing and payment processing
2 FY Budget	JB	a. Draft budget review by Board in February, approval in March	I	X							On schedule to develop and present FY24 Operating and Capital budget
3 Ensure adequate reserves in all funds	JB/MB	a. Monitor and adjust fund balance allocation	O	X							Fund 10 expenses are allocated proportionally to water operating and capital funds quarterly; Property tax payments allocated to operating and capital funds according to current & planned expenses to maintain appropriate reserve balances
	JB/MB	b. Reserve policy review and recommended changes if necessary	O	X							Policy review will be conducted in coordination with the preparation of the FY 2024 budget
	JB/MB	c. Continue to maintain fund for LA DWP 50 year payment	O	X							Investment policy statement modified for the LADWP fund to allow longer term investments; Additional funds allocated to take advantage of higher interest rate opportunities in current market
4 Leverage financial systems software	JB	a. Maximize value of Tyler Technology software suite	O	X							Ongoing dialog with Tyler support staff to resolve issues & improve effectiveness of software system; Finance staff will attend 2023 Tyler User Conference for continued training
	JB	b. Ensure accuracy of utility billing	O	X							Regular review of customer bills to discover and correct any errors

Information Systems & GIS

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Keep MCWD hardware environment current	JM	a. Carryout Device Replacement Program for all IT equipment	O	X							Replacement schedule revised to 4 yrs for workstations & iPads, 5 yrs for Servers, approx 25% of IT infrastructure each year; Old and outdated IT hardware is re-imaged/refurbished & sold
	JM	b. Continue to explore new hardware applications to streamline technical operations	O	X							
	JM	c. Replace scheduled MCWD servers	O	X							Finalize SCADA Server Install early '23, evaluate GIS Server, UB10 and SVR12 for what is next
	JM	d. Manage dynamic remote work environment as needed	O	X							Develop access protocols and controls to support remote work as needed
2 Keep MCWD software environment current	JM	a. Install latest versions for all MCWD software platforms	O	X							Major GIS update - ArcPro, Server, Portal, Desktop
	JM	b. Work with Engineering for EnerGov Phase II analysis	O	X							EnerGov Phase I through Plan Check Review complete; Phase II through Final Inspection remains and Phase III
3 Development of GIS to support MCWD work functions	JM	a. Maintain MCWD ArcGIS online mapping	O	X							Transfer Collector Maps to Field Maps
	JM	b. Support MCWD Engineering projects	O	X							As-builts, easements, modeling data - usage, aerial, elevation incorporation
	JM	c. Leverage ESRI MOU with TOML/MC for shared services & collaborative mapping	O	X							Continue to leverage interagency relationship for cost-share of GIS initiatives
4 Maintain web services platforms to current technology	JM	a. Manage both MCWD public and intranet sites for current content & regulatory compliance	O	X							Continually updating both sites for current content and Brown Act compliance
5 Maintain security of MCWD assets	JM/ALL	a. Accomplish MCWD Security Committee objectives	O	X							The Security Committee meets quarterly to discuss digital and physical security measures
	JM	b. Continual evaluation of cybersecurity measures	O	X							Potentially implement multifactor authentication; Evaluate potential for Office 365 backups

Government and Community Relations & Outreach

Strategic Objectives	Lead	Metrics for Progress	Status	A/O	23	24	25	26	27	5+	Comments
1 Develop & maintain relationships with local partners & agencies	MB/RS	a. Maintain relationships with local agencies regarding issues that involve or relate to MCWD	O	X							Regular interaction (phone & meetings) w/ TOML manager & engineer & Mono Co. staff re anything MCWD related; Join local business/agency group at least monthly; Review other agency meeting agendas & minutes
2 Develop and maintain relationships with State & Federal representatives	MB/RS	a. Maintain relationships with State-level representatives regarding MCWD issues	O	X							Regular interactions (phone & meetings) w/ agencies including GBUAPCD, SWRCB, CSDA, CDFG & ACWA; Review of other agency Board meeting agendas & minutes
	MB/RS	b. Maintain relationships with Federal-level representatives regarding MCWD issues	O	X							Regular interactions (phone & meetings) w/ federal agencies including BLM & USFS
3 Maintain consistent, positive profile in community	RS	a. Regular Press Releases	O	X							Continue to issue press releases as needed
	RS	b. Web-based outreach	O	X							Utilizing District software and resources
	RS	c. Event participation and sponsorship	O	X							Continued sponsorship of a hole at Mammoth Hospital Golf Tournament with conservation message
	RS	d. Transition customers to new Tyler portal	I		X						In progress

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Regulatory Compliance & Agreements

<u>Strategic Objectives</u>	<u>Lead</u>	<u>Metrics for Progress</u>	<u>Status</u>	<u>A/O</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>5+</u>	<u>Comments</u>
1 <u>Federal</u> Comply with federal permit requirements	RS/GH/MB	a. Maintain Lake Mary dam operations & the Granger-Thye permit	O	X							Currently meeting compliance; Continuing to communicate w/ USFS on future needs and requirements
	RS/GH/MB	b. Comply with NEPA for MCWD projects	O	X							NEPA review completed as needed
	RS/GH/MB	c. USFS Master Use Permit updates	O	X							Master permit is active; Amendments currently pending
	RS/GH/MB	d. Laurel Pond Memorandum of Agreement renewal	I		X						Currently being reviewed by USFS Grants and Agreements department
2 <u>State</u> Comply with state public health, state water board, water quality and environmental documentation and permit requirements	CM/GH	a. Meet Lahontan Regional Water Quality Control Board discharge requirements	O	X							Still waiting on revised WDRs
	GH	b. Obtain Recycled Water General User permit	I		X						Updated Title 22 Engineering Report & obtained approval from the DDW; Waiting on Lahontan approval
	CM	c. Maintain permits received from SWRCB for each facility	O	X							Ongoing
	JBk	d. Sewer Sanitary Management Plan (SSMP)	N		X						Required update every two years; Due to new regulations, next update is due June 2023
	RS	e. Compliance with State mandates for conservation	O	X							Currently meeting compliance
	RS	f. Comply with CEQA for MCWD projects	O	X							Currently meeting compliance
	CM	g. Laboratory compliance with TNI and ELAP standards	O	X							Lab is on schedule to meet the 2024 implementation deadline
	MB/SH	a. Brown Act compliance	O	X							Stay current w/ all requirements & changes, particularly COVID related updates pertaining to remote attendance
3 <u>Special District</u>	MB/SH	b. State Water Code compliance	O	X							Continually monitor for any updates or changes
	MB/SH	c. Required Board of Director's training	O	X							All directors are current with training; 2 directors recently attended CSDA Leadership Conference
	RS	a. Coordinate with CalTrout and CDFW to implement Mammoth Creek settlement terms	O	X							CalTrout submitted proposal last fall for a habitat restoration project on Lower Mammoth Creek
4 <u>Agreements</u>	CM	b. Comply with LADWP settlement agreement with a goal of extending the primary term	O	X							On track
	GH/MB/JB	c. Analyze agreements for "Out of District" connections	I		X						Staff are working w/ legal counsel to bring existing agreements up to date & develop a process for staying current
	SH/All	d. Monitor all active agreements and leases	O	X							Ongoing work with project leads and General Manager

Personnel & Administrative

<u>Strategic Objectives</u>	<u>Lead</u>	<u>Metrics for Progress</u>	<u>Status</u>	<u>A/O</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>5+</u>	<u>Comments</u>
1 Attract & retain knowledgeable & talented staff	MB/SH/CW	a. Conduct Employee Engagement Survey	N			X					Continuing to work w/ Mgmt. team re: items from the 2022 survey; Next survey in 2024.
	ALL	b. Follow through with targeted goals identified through survey process to maintain high level of Ee engagement	O	X							Mgmt. staff are currently analyzing trends identified in the survey where staff indicated the District is performing well & opportunities for improvement
2 Coordinate workforce planning with overall MCWD Strategic Plan	CW	a. Implement staffing needs through the budget and personnel review process	O	X							Continuing to work with Department Managers regarding their staffing needs
	CW/ALL	b. Work with departments to facilitate hiring and onboarding processes of new employees	O	X							Continually coordinating with Department Managers regarding the orientation necessary for new hires
	CW/ALL	c. Workforce continuity planning and cross training	O	X							Maintain awareness and forecasting of department needs and potential retirements, etc.
3 Provide housing opportunities for MCWD staff	CW	a. Facilitate L'Abri COA membership meetings & administrative activities	O	X							Continuing quarterly meetings and special meetings as needed
	CW	b. Engage with HOAs for MCWD owned condo units	O	X							Attending all HOA meetings
	JB	c. Maintain Rental Housing Program that aligns with District needs and is consistent with state statutes (bylaws, tenant communication, financial reporting, maintenance, etc.)	O	X							MCWD currently owns 8 condo units, available for rental; 1 unit is intended for new Ee interim housing to allow time to find permanent residence; modified policy is pending
	GH	d. Employee rental housing on-site at MCWD facilities	N		X						Researching alternatives for adding employee housing on MCWD land
	JB	e. Monitor Ee Home Purchase Assist. Program to ensure the goals of the program are appropriate and meeting staff's needs while remaining consistent with state statutes	O	X							Ongoing comm w/ MCWD employees re program features, & regular meetings w/ Board Housing Com. to ensure the program meets MCWD needs. Eight Ee's currently have home purchase assistance loans with MCWD
4 Maintain a collaborative labor relationship with staff; both Represented (IOUE Local 12) and Unrepresented	CW	a. Facilitate Meet & Confer obligations with Local 12 when necessary	O	X							As needed
	CW	b. Manage reporting requirements to Local 12	O	X							Meeting the 120-day periodic reporting requirements with an occasional supplemental report
	MB/CW	c. Meeting with Un-Represented group when needed	O	X							As needed
	MB/CW	d. MOU negotiations with Local 12	N		X			X			Negotiating a reopener for only wages could begin about October 2023; Negotiations for successor MOU could begin about January 2026
5 Maximize software & technology to support personnel related operations	CW	a. Convert hard copy MSDS to Keller SDS (Safety Data Sheets) online system	I			X					Assembling all SDS's to create the new online system
	CW	b. Establish intranet SDS access for staff	N			X					No activity on this project yet
	CW	d. Maintain HRMS (Ee data) in Tyler software	O	X							Data kept up-to-date; continuing to explore improvements and other features available
6 Risk Management	CW	a. Assist, facilitate & provide resources to departments to enable them to minimize risk	O	X						Continually working with departments to minimize risk	
7 Maintain MCWD Code, Policies, & Procedures	SH/MB	a. Review and revise MCWD Code, Policies, & Procedures per legal recommendations	I		X						Methodically moving forward with this
8 Maintain MCWD Records	SH	a. Adherence to the MCWD Records Retention Policy	O	X							Policy is current; Next step is to work with mgrs to review & update responsible departments & preferences
	SH	b. Establish and maintain MCWD Records Room	I		X						Some progress has been made, but more is needed; Old files from Eng Bldg need to be moved over to Admin
	JM	c. Electronic data management	O	X							Always evaluating disk space on servers; Email retention policy is slated to be updated in the coming months

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MINUTES

Thursday, January 19, 2023
Mammoth Community Water District
Regular Board Meeting

The Board of Directors convened in session at the hour of 5:36 p.m. There was a brief recess taken and the meeting was adjourned at 8:15 p.m.

Prepared by:

Stephanie Hake
Executive Assistant

ATTEST:

Mark Busby
Board Secretary

THE REGULAR MEETING of the Board of Directors of the Mammoth Community Water District was held on Thursday, January 19, 2023 at 5:36 p.m.

ROLL CALL

Board Present

Director: Tom Cage
Director: Dennis Domaille
Director: Elizabeth Hylton
Director: Tom Smith
Director: Gary Thompson

Board Absent

None

Staff Present

General Manager: Mark Busby
District Engineer: Garrett Higerd
Finance Manager: Jeff Beatty
Operations Superintendent: Clay Murray
Maintenance Superintendent: Rob Motley
Information Services Manager: Justin Mulbay
Human Resources Manager: Chris Weibert
Executive Assistant: Stephanie Hake
District Counsel: Joshua Horowitz (*attending via Zoom*)

Guests Present

Karen Slack (Mono County)	Nolan Bobroff (TOML)	Stacy Corless (<i>via Zoom</i>)
Kathy Peterson (Mono County)	Sandra Moberly (TOML)	Greg Newbry (<i>via Zoom</i>)
Jenn Burrows (Mono County)	Emily Janoff (<i>via Zoom</i>)	Conner Polcyn (<i>via Zoom</i>)
Linda Salcido	Craig Burrows (<i>via Zoom</i>)	Jynx Frederick (<i>via Zoom</i>)
Pam Bold (HS Energy Foundation)	Cecil Bundesen (<i>via Zoom</i>)	Cheri Heringer (<i>via Zoom</i>)
Gil Campos	Chris Bubser (<i>via Zoom</i>)	
Seth Guthrie	Sarah Rea (<i>via Zoom</i>)	

PUBLIC FORUM

President Smith opened the public forum at 5:36 p.m.

Clay Murray commented during the meeting that the District's wastewater plant had recently been awarded the "Wastewater Plant of the Year" by the CWEA (California Water Environment Association). He said he would provide more details in the February Operations Department Report.

No one else addressed the Board and President Smith closed the public forum at 5:36 p.m.

CONSENT AGENDA A

- A-1 Approve the November and December 2022 Check Disbursements**
- A-2 Approve the Minutes from the Regular Board Meeting held November 17, 2022**
- A-3 Approve the Minutes from the Special Board Meeting held December 15, 2022**
- A-4 Approve Changing the Date of the Regular February Board Meeting from February 16, 2023 at 5:30 P.M. to February 23, 2023 at 5:30 P.M.**

Director Domaille made a motion.

BOARD ACTION – To approve Consent Agenda A

MOVED BY: Director Domaille
SECONDED BY: Director Cage
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson
NAYS: None

CONSENT AGENDA B – DEPARTMENT REPORTS

- B-1 Operations Department Report**
- B-2 Maintenance Department Report**
- B-3 Finance Department Report**
- B-4 Engineering Department Report**
- B-5 Information Services Report**
- B-6 Personnel Services Report**
- B-7 Regulatory Support Services Report**
- B-8 General Manager’s Report**

Director Domaille made a motion.

BOARD ACTION – To approve Consent Agenda B

MOVED BY: Director Domaille
SECONDED BY: Director Cage
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson
NAYS: None

CURRENT BUSINESS

Some items were taken out of order to facilitate the meeting.

C-1 Elect the Board President, Vice President, and Assign Committee Members for 2023

Following a very brief discussion it was decided that Director Smith would remain as the Board President and Director Cage would remain as the Vice President.

President Smith then asked Director Hylton to be on the Finance and Investment committees with Director Cage, and to be the alternate member for the Employee Housing committee. All other committee assignments would remain the same.

President Smith appointed an ad-hoc committee in preparation for the Union negotiations to come later in the year. Therefore, he appointed Director Cage and himself as the ad-hoc committee members for MOU negotiations.

Standing and Ad Hoc Committee Assignments - 2023

<u>Committee</u>	<u>Members</u>	<u>Alternate</u>
Finance Committee	Directors Cage and Hylton	Director Smith
Technical Services Committee	Directors Domaille and Thompson	Director Cage
Investment Committee	Directors Cage and Hylton	Director Smith
Long-Range Planning Committee	Directors Domaille and Cage	Director Thompson
Employee Housing Committee	Directors Smith and Thompson	Director Hylton
MOU Negotiations Committee (<i>ad-hoc</i>)	Directors Smith and Cage	<i>na</i>
MCWD Code and Policy Committee (<i>ad-hoc</i>)	Directors Smith and Domaille	<i>na</i>

Other Board Assignments - 2023

<u>Committee / Position</u>	<u>Members</u>	<u>Alternate</u>
President	Director Smith	<i>na</i>
Vice President	Director Cage	<i>na</i>
Secretary	Mark Busby	<i>na</i>

BOARD ACTION – Board assignments for 2023 per the above table.

C-2 Discuss and Consider Adopting Resolution No. 01-19-23-01 Appointing a Member of the Board of Directors as Trustee to the Mammoth Community Water District’s Money Purchase Pension Plan for 2023

Director Smith nominated Director Cage to remain as the trustee. Director Domaille made a motion to adopt the resolution appointing Director Cage as trustee.

BOARD ACTION – To adopt Resolution No. 01-19-23-01 reappointing Director Cage as the Board Member Trustee to the Mammoth Community Water District’s Money Purchase Pension Plan

MOVED BY: Director Domaille
 SECONDED BY: Director Thompson
 AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

C-3 Discuss and Provide Direction to Staff Regarding a Request by Mono County Department of Public Health to Enter into a Memorandum of Understanding with the District for Wastewater Sampling and Analysis for Detecting Communicable Diseases

Mono County staff members, Kathy Peterson, Jenn Burrows, and Karen Slack addressed the Board with a slide presentation and comments regarding the request to access MCWD facilities to regularly take samples from the wastewater.

At the end of the slide presentation, President Smith opened the floor for public comments. Several people both in-person and via teleconference spoke in support of the proposal. One person spoke in opposition.

Board members asked several questions of Mono County staff and members of the public. The Board requested that the draft MOU be amended to state that lab findings resulting from the sampling would be provided directly to MCWD as well as being made publicly available.

Following a lengthy discussion, direction was provided to staff and legal counsel to make the requested change to the MOU, as well as to update the referenced term date.

BOARD ACTION – To direct staff to enter into the Memorandum of Understanding with Mono County Department of Public Health for wastewater sampling and analysis for detecting communicable diseases

MOVED BY: Director Domaille
SECONDED BY: Director Thompson
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

C-4 Discuss and Possibly Approve a Sponsorship Grant for the High Sierra Energy Foundation’s LivingWise Education Program in the Amount of \$3,897.00

Pam Bold and Gil Campos addressed the Board and detailed how the LivingWise program benefits the students, their families, and community and has done so for many years.

There was a brief discussion, then Director Cage made a motion.

BOARD ACTION – To approve the sponsorship grant for the LivingWise education program in the amount of \$3,897.00

MOVED BY: Director Cage
SECONDED BY: Director Hylton
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

C-5 Presentation by Town of Mammoth Lakes Staff on Town’s Housing Now! Program

Nolan Bobroff and Sandra Moberly of the Town’s Community & Economic Development Department provided the Board with a PowerPoint presentation that detailed the various projects the Town is working on to increase the availability of workforce housing in the community.

Some brief discussion followed.

BOARD ACTION – None, informational only

C-6 Discuss and Consider Adopting the Side Letter of Agreement (SLA) Between Mammoth Community Water District (District) and International Union of Operating Engineers, Local Union No. 12 (L12), Modifying the 2021-2026 Memorandum of Understanding to Add Class Title and Salary Range for Construction Project Specialist

Chris Weibert described that the SLA was confirming that the District has met the “Meet and Confer” obligation with the Union to add the position of Construction Project Specialist.

There was no discussion.

BOARD ACTION – Adopting the Side Letter of Agreement (SLA) between Mammoth Community Water District (District) and International Union of Operating Engineers, Local Union No. 12 (L12), to modify the 2021-2026 Memorandum of Understanding to add the class title and salary range for a Construction Project Specialist

MOVED BY: Director Cage
SECONDED BY: Director Domaille
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

C-7 Adopt Resolution 01-19-23-02 – Second Amended FY23 Salary and Authorized Positions Resolution No. 01-19-23-02 to (1) Amend the Class Titles and Salary Ranges for Classifications; and (2) Reallocate an Authorized Position

Chris Weibert said that the proposed amendment to the FY23 Salary and Authorized Positions (SAPR) is to add the position of Construction Specialist. Additionally, there is an increase to the pay range for the temporary construction workers that are hired each summer to assist staff with the various scheduled construction projects.

Following a brief discussion, President Smith called for a motion.

BOARD ACTION – To adopt Resolution No. 01-19-23-02 amending the FY23 Salary and Authorized Positions Resolution No. 01-19-23-02 to (1) Amend the class titles and salary ranges for classifications; and (2) reallocate an authorized position

MOVED BY: Director Domaille
SECONDED BY: Director Thompson
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson

C-8 Quarterly Water Supply Update

Clay Murray reviewed the supply update and pointed out that even though it is starting off to be a record snowfall year, many factors can impact the snowpack between now and spring. He noted that MCWD engineering staff has been doing extensive groundwater aquifer analysis and that one big snow year is not enough to fully recharge the aquifer.

Mr. Murray said It is too early in the season to make recommendations for changes to the conservation level. And that he would produce another supply update in March rather than waiting for the April report.

BOARD ACTION – None, informational only

C-9 Discuss and Consider Approving a Reimbursement Agreement with Ormat Technologies for Quarterly Geothermal Well Sampling by a Third Party

Garrett Higerd said that the staff report in the Board packet covered the details of the proposed agreement and there was not anything more to add. There were no questions and Director Hylton made a motion.

BOARD ACTION – To approve a reimbursement agreement with Ormat Technologies for quarterly geothermal well sampling by a third party

MOVED BY: Director Hylton
SECONDED BY: Director Cage
AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

COMMITTEE MEETINGS HELD DURING THE MONTH

Technical Services Committee – *January 18, 2023*

Dennis Domaille
Gary Thompson

Employee Housing Committee – *January 18, 2023*

Gary Thompson
Tom Smith (*alternate*)

Investment Committee – *January 18, 2023*

Tom Cage
Tom Smith (*alternate*)

Finance Committee – *January 18, 2023*

Tom Cage
Tom Smith (*alternate*)

Technical Services Committee:

Director Domaille said there was not much to report from the committee meeting that had not been discussed this evening.

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Employee Housing Committee:

Director Thompson reported that the committee had provided staff with direction to make some minor changes to both the rental housing policy and agreement, as well as the home purchase assistance policy and associated agreements. These changes will be brought to the Board in the coming months for discussion and possible adoption.

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Investment Committee:

Director Cage reported that the committee discussed the timing of turning some shorter-term investments into longer term. He noted that due to the higher interest rates recently, better returns on the investments are starting to be realized.

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Finance Committee:

Director Cage reported that discussion at the committee meeting focused on the FY24 budget development.

DIRECTOR COMMENTS, REQUESTS, AND REPORTS

There were no comments from the directors.

{00294400.1}

ATTORNEY REPORT

Attorney Horowitz said there was nothing to report.

CLOSED SESSION

None

ADJOURNMENT

Director Hylton made a motion to adjourn the meeting.

BOARD ACTION – To adjourn the meeting

MOVED BY: Director Hylton
SECONDED BY: Director Domaille
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson
NAYS: None

The meeting was adjourned at 8:15 p.m.

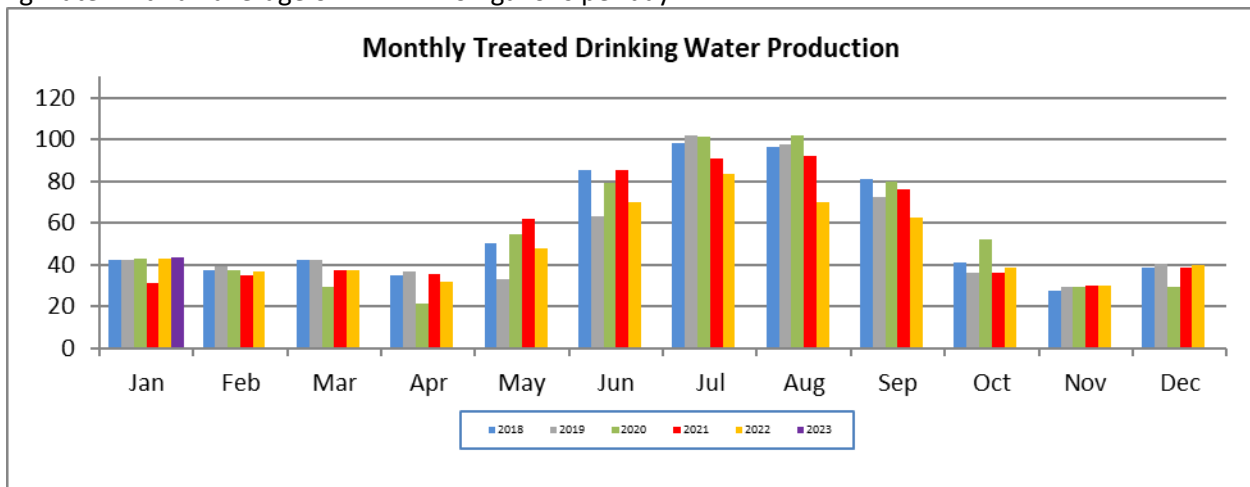
DRAFT

Report Summary			
January Production Data (In Million Gallons)	2013	2022	2023
Treated Surface Water	9.3	6.6	38.1
Treated Groundwater	38.0	36.1	5.6
Untreated Groundwater	0.0	0.0	0.0
Reclaimed Wastewater	0.0	0.0	0.0
Totals	47.4	42.7	43.7
Non-Revenue Water	4.8	1.8	1.7
Treated Wastewater	47.0	40.1	41.7
Photovoltaic Power Produced (kWh)	123,214	100,263	19,174
Photovoltaic Solar Irradiance (kW/m ²)	276	625	291

Monthly - Water Treatment, Production & Supply Management

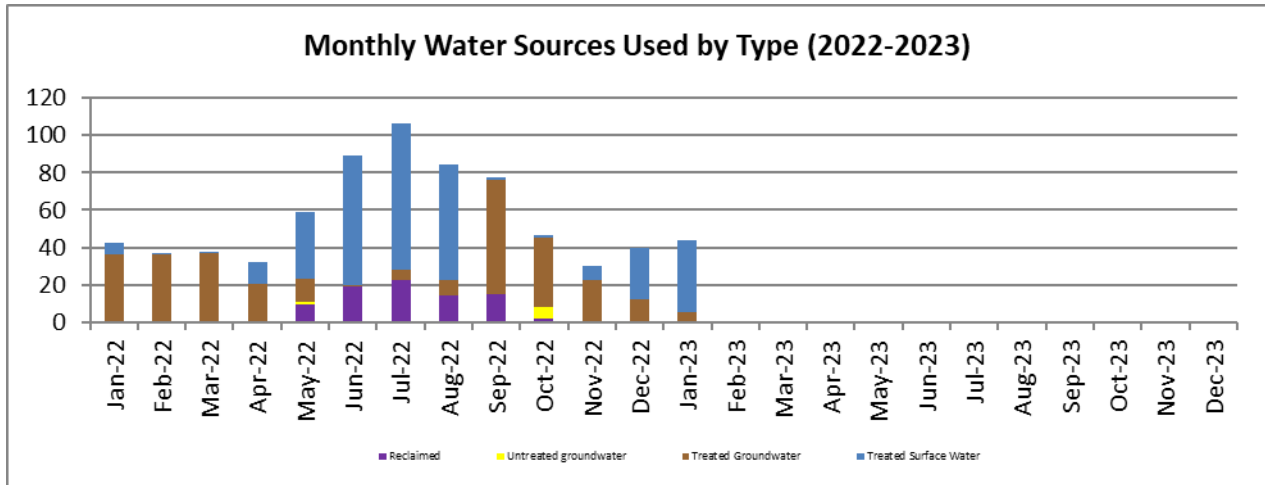
- Drinking Water Treatment**

Routine samples for clarity, chlorine residual, and bacteriological analysis of the District’s drinking water were conducted during the month. The results of all sampling for the month were in compliance with the standards set by the State Water Resources Control Board Drinking Water Division. A total of 43,686,000 gallons were treated for drinking water with an average of 1.41 million gallons per day.



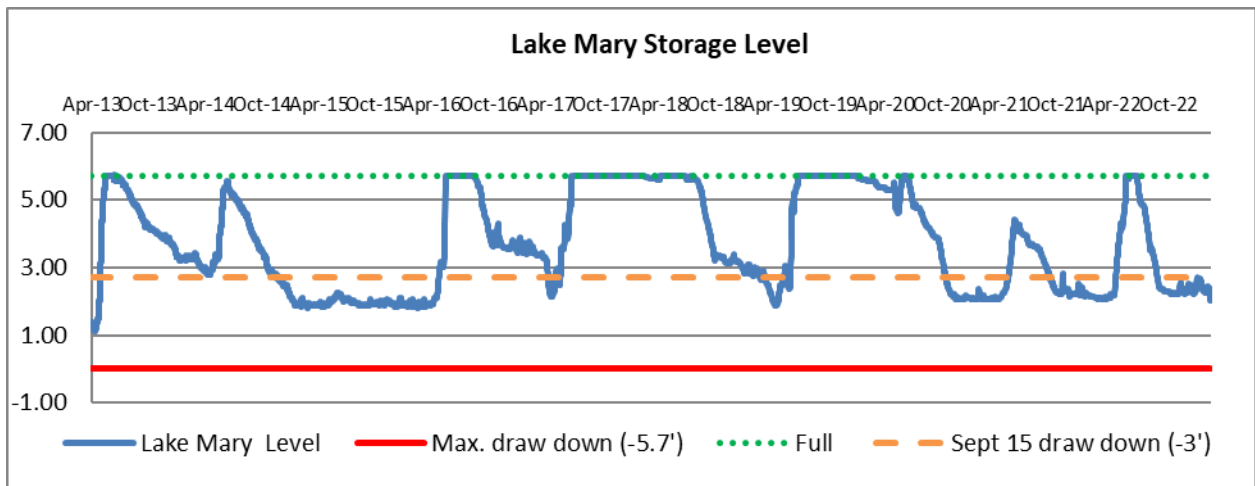
- Water Supply Production and Management**

Drinking water provided to the community was produced from the District’s surface water (87%) and groundwater (13%) treatment plants.



• **Surface Water**

The minimum daily stream flow requirement for the month of January was 6.4 cfs for Mammoth Creek, as measured at Old Mammoth Road. Flow rates in the creek ranged from 5.9 cfs to 26.4 cfs with an average flow of 13.5 cfs. The average flow for January 2022 was 8.7 cfs. The flow requirement for February decreases to 6.0 cfs and current flows are below the requirement. The lake is currently 3.75' from full with a balance of 203 ac/ft. Surface water utilization will continue whenever possible when the stream flows are above the requirement.



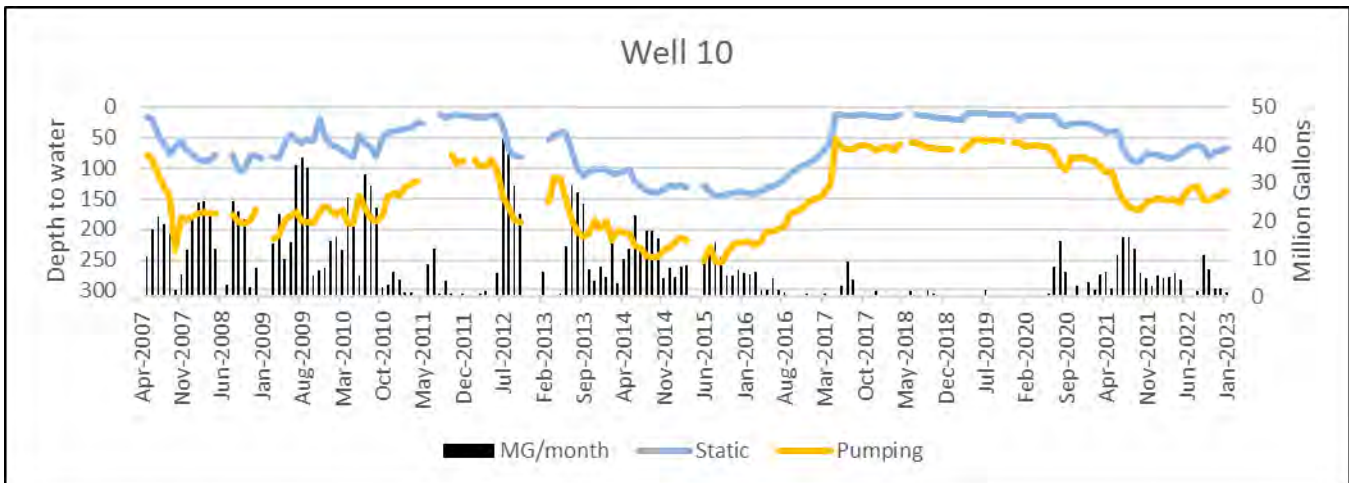
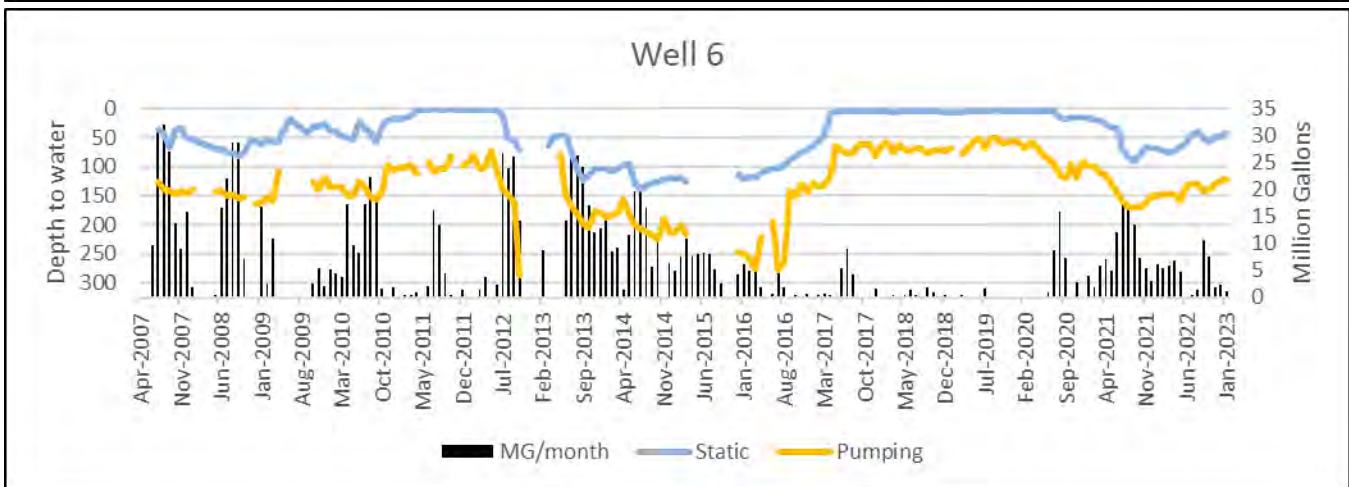
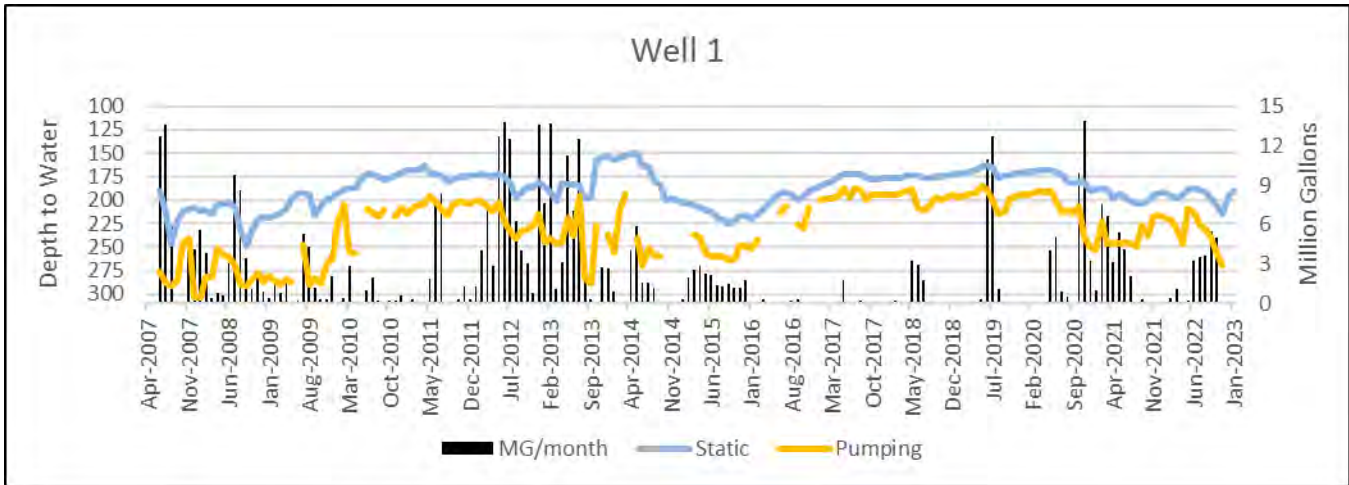
• **Groundwater**

Approximately 5,587,000 gallons or thirteen percent (13%) of the drinking water produced was from the District’s groundwater sources during the month of January. Groundwater production Wells 1, 6, 15, 17, 18, 20, and 25 are operating as expected and are available for service. Well 10 experienced a motor failure and will be out of service until repairs can be made after the snow is gone.

MAMMOTH COMMUNITY WATER DISTRICT

Operations Department Report

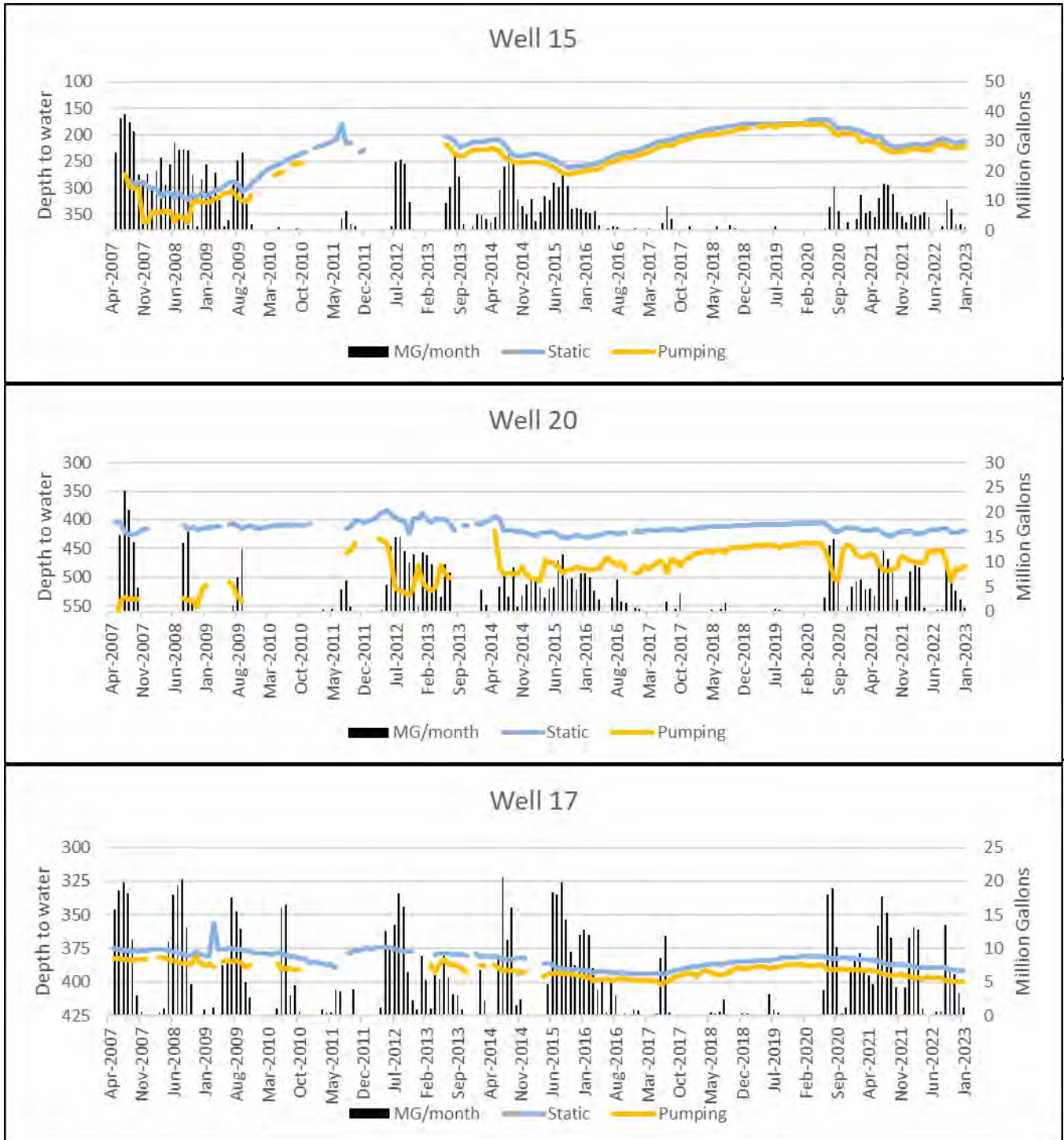
February 2023



MAMMOTH COMMUNITY WATER DISTRICT

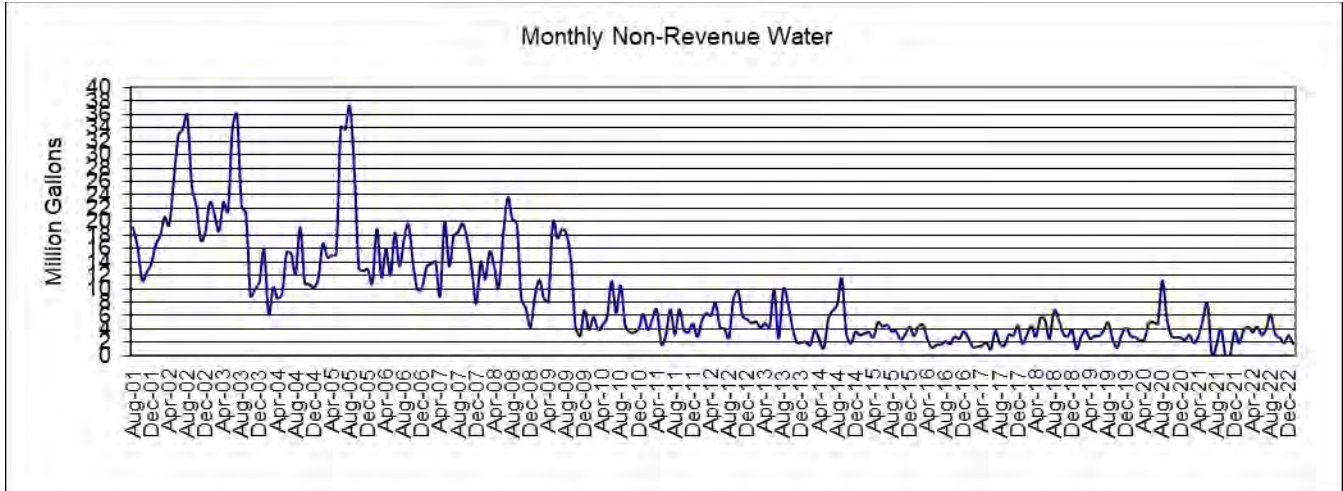
Operations Department Report

February 2023



- **Water Audit Information**

The water audit for this billing period shows a total of four percent (4%) or 1.725 million gallons of non-revenue water.



Wastewater – Treatment & Flow

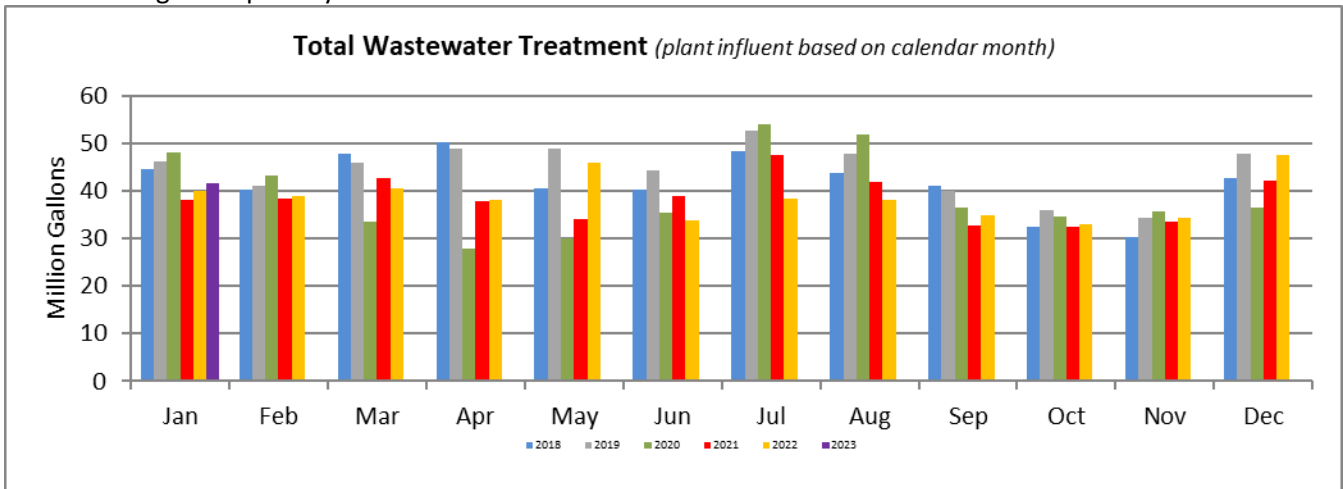
- **Wastewater Treatment**

The California Water Environment Association and its Sierra Section awarded MCWD “2022 Plant of the Year”. MCWD was recognized for its outstanding performance operations, maintenance, financial management, and capital improvements that have increased operational efficiencies and reduced electrical demands. Clay Murray nominated the WWTP through an application process that included details of our operational benchmarks and completed projects that have improved the plant performance over the last couple of years.

There have not been any updates from Lahontan on the status of the WDR revision.

- **Wastewater Flows**

The total volume of wastewater treated during the month of January was 41,728,000 gallons. This results in an average of 1.35 million gallons per day of wastewater flow.



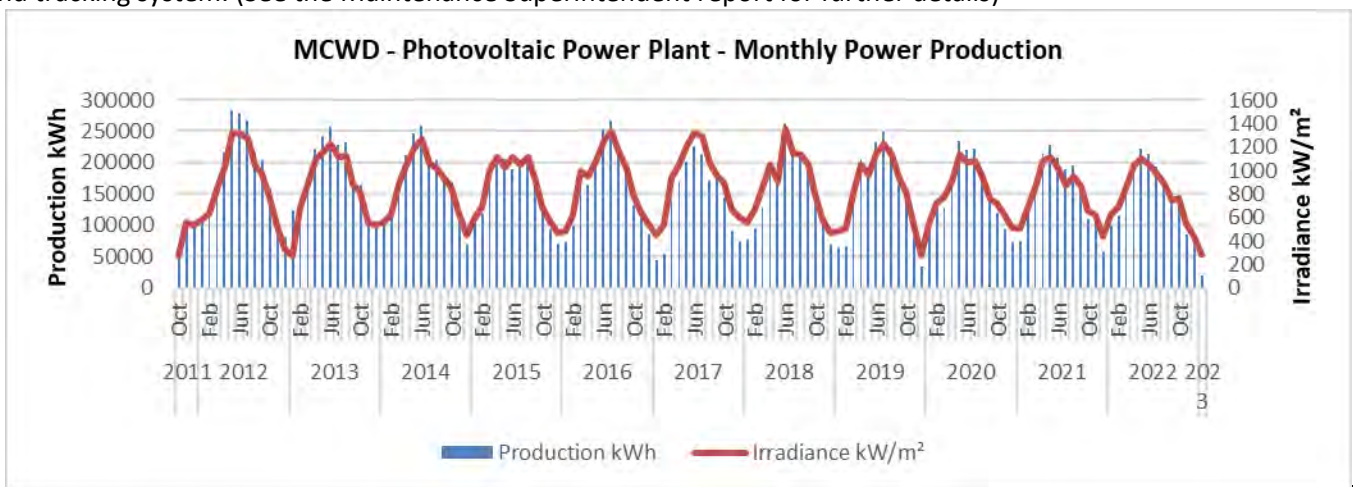
- **Industrial Users**

Currently the Wastewater and Engineering staff are monitoring for potential industrial users and ensuring compliance with our requirements.

Photovoltaic Power Plant Operations & Total District Electrical Usage

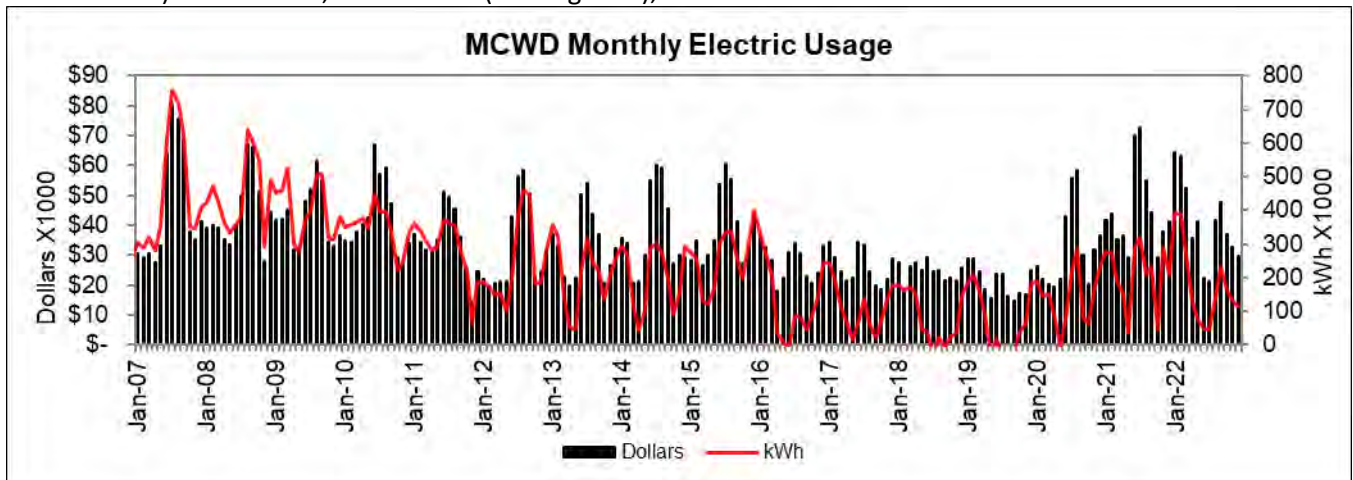
- **Solar plant production**

The total kilowatt hours of energy produced for the month of January was 19,174 kWh. The irradiance and production were 81% and 53% less respectively than January 2022. The loss in production is due to damage to the solar panels and tracking system. (See the Maintenance Superintendent report for further details)



- **Total electrical energy use**

Monthly energy usage chart for the past 15 years through November 2022 except for the WWTP and Well 17. The WWTP and Well 17 electrical bills are slowly being updated and data is available through May 2022. After thorough review of the WWTP electric bills, it has been determined that SCE has made some gross miscalculations on energy consumption and generation in most of the bills since October 2021. Engineering staff contacted SCE and provided a detailed analysis that is currently under review by the vendor. The monthly total includes all District facilities (34 electric meters) for all water, wastewater (missing data), and administrative uses.



Report Summary

The Maintenance Department's primary focus over the past month has been maintaining the facilities with special attention to snow removal. Another priority has been planning for the FY24 budget and strategic plan.

Wastewater Treatment Plant and Recycled Water Maintenance

The wastewater plant ran well through the holiday season and January storm series. Apart from the failed conductors feeding the Waste Activated Sludge (WAS) pumps the plant ran with few issues. The new wire has been received and the repairs have been made. Both WAS pumps are back in service.

Solar Power Plant Maintenance

The solar farm suffered a great amount of damage in the January storm series. Unfortunately, several of the trackers were damaged from the weight of the snow as well as several dozen panels shattered. Crews also investigated a failure of one of the two inverters. A service ticket with the manufacturer has been created, with a goal of having this unit back up soon, as it accounts for 35% -40% of the plant's solar production. Crews physically dug out the panels to relieve the pressure of the snow and prevent further damage. Repairs will be made in the spring.

Surface Water Treatment Plant and Related Facilities Maintenance

The winter storm series brought higher than expected flows to Mammoth Creek which allowed crews to utilize surface water as the community's main water source. Power outages in the area prevented crews from running on a few occasions but brought to our attention some weak spots in the system. A plan has been developed to harden the system this summer to prevent these issues in the future.

Groundwater Treatment Plant and Related Facilities Maintenance

Due to power outages in the Lake's Basin, crews were forced to run the groundwater plants on a few occasions. Both plants performed as expected and without issue.

Water Distribution System Operations & Maintenance

All the annual maintenance schedules have been reset to zero for the new year and crews will start to focus on these as the snow clears and access issues wane. Most of the team's time was spent on keeping access to facilities available through the storm series and responding to customer service calls.

Wastewater Collection System Operations & Maintenance

The annual maintenance schedules have been reset to zero. There were no sewer emergencies during the month of January. The crews spent most of their time doing snow removal at the in-town lift stations to maintain emergency access in case of power outages. Several trips were made into the Lake's Basin to dig out the emergency generators at the lift stations. All these units performed as expected during the power outages. Some changes will be made to the placement of these generators this summer to make snow removal easier in the coming winters.

Special Projects/Programs

Meter Performance Verification

Staff anticipates receipt of the results from the third-party meter accuracy testing in the near future.

Lake Mary Treatment Plant

Two projects are pending completion:

- Drywall repairs have been completed. All the drywall has been installed, with the final work and painting to be done this spring. Plant Maintenance staff is doing this work.
- Upgrade the PLC and Operator Interface. This project will improve the performance of the PLC and upgrade the interface operators use to make on-site changes. This work was scheduled to be completed by January 2023 however manufacturing delays have pushed the delivery time on this project until March 2023.

In-house Construction Projects

Coordinating with the Engineering Department on the development of FY24 in-house construction projects and schedule.

Lift Station Improvements

Staff will be upgrading the electronics in the Bluff's lift station this coming spring. This equipment has been shipped and should be installed in the next few months, weather permitting.

Departmental/General

- The line maintenance crews spent a lot of time on snow removal, training new staff on snow removal techniques, and maintaining the snow removal equipment.
- We have hired a new Line Maintenance worker to fill the position that was vacated in November of 2022.

Financial Department Update

Revenue at the end of January was \$1,260,769 (10%) over the YTD budget, with significant variance in:

- Wastewater revenue is \$218,619 over budget because the commercial flow-based revenue was not properly included in the budget
- Miscellaneous revenue is \$252,644 over budget. \$87,484 is related to the value of inventory items moved from the Quonset hut into the warehouse. \$73,852 is a refund of excess workers compensation premiums paid over several years.
- Connection fee revenue is \$252,396 over YTD budget due to an increase in development activity
- Property tax revenue is \$397,041 over YTD budget
- The net of interest revenue and investment value gain/loss is \$213,286 over budget, with \$140,625 in interest revenue recognized at the sale of a condominium purchased through the employee home purchase assistance program.

Significant payments in January include:

- \$38,430 to Digital Mapping for aerial photos and detailed elevation information for our service area. The cost is shared with TOML and the final cost to the District will be \$19,215.
- \$23,086 to SWRCB for our water system annual fees
- \$18,940 to ACWA for annual membership dues

Payroll Expenses for January 2023:

Gross Payroll	\$317,878	
Net Payroll	216,582	
Employer Paid Taxes	4,709	
Employer Paid 401a	63,343	20% of Gross
Employer Paid 457b Match	6,244	1.97% of Gross
Employee Paid 457b Contributions	42,363	13.4% of Gross
Other Employer Paid Benefits	69,302	

Graphs and Tables

Details on capital expenditures are listed in Table A, operation expenses in Table B, utility bill aging in Table C, and cash balance projection in Table D, followed by a summary of the District’s investment portfolio including the monthly report of transactions. Summary graphs of revenue and expenses are presented below.

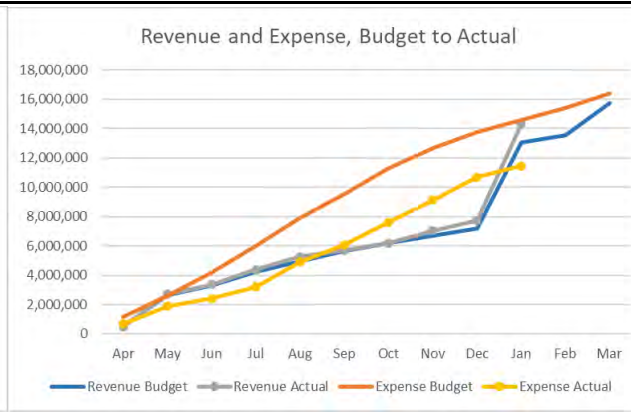
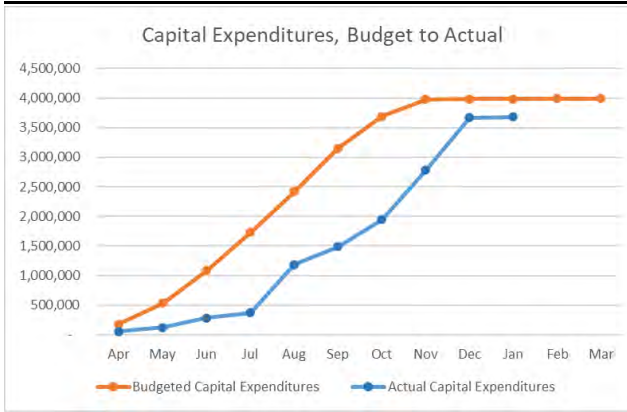
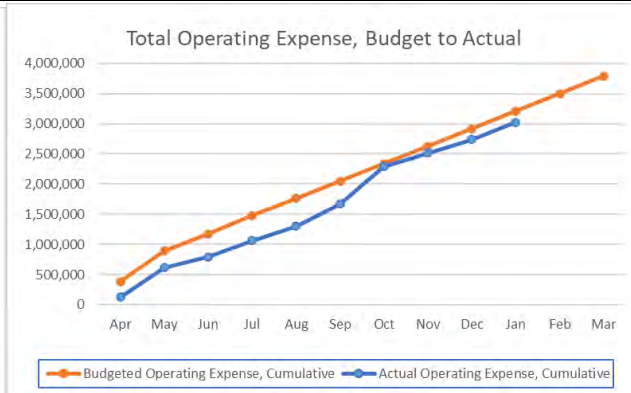
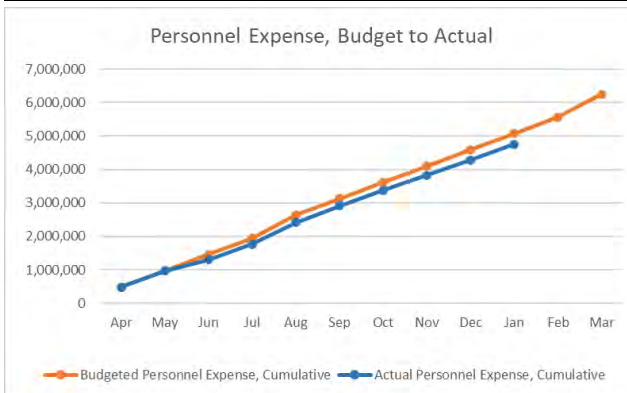
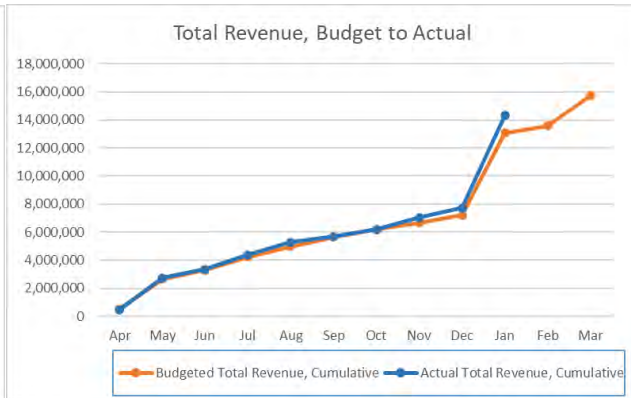
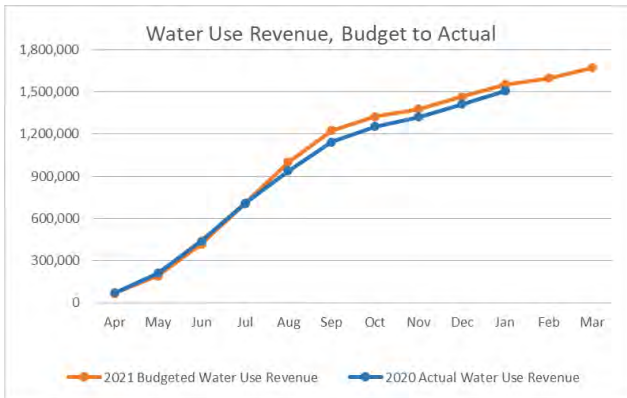
MAMMOTH COMMUNITY WATER DISTRICT

Agenda Item: B-3

Finance Department Report

02-23-2023

February 2023



MAMMOTH COMMUNITY WATER DISTRICT

Agenda Item: B-3

Finance Department Report

02-23-2023

February 2023

Financial Reports

Table A Capital Project Management

Capital Funds Project Summary				
Fiscal Year: 2023				
Spending through January 2023				
Project Name	FY 2023 Budget	FY 2023 YTD Expenditure	Prior Project Expenditure	Total Project Expenditure
2021 ERP Upgrade	248,900	10,826	175,659	186,485
2021 Well 32	250,000	269,620	2,435,970	2,705,590
2021 Well 1 Rehab	125,000	47,399	31,462	78,861
2021 Well 25 Rehab	125,000	34,500	32,055	66,555
2021 Parcel Relief Main	400,000	10,155		10,155
2021 Battery Backup and Storage	20,000	4,710	1,878	6,588
SCADA Server Replacement	205,910	192,450		192,450
2022 Water Distribution System Improvements	599,214	262,755		262,755
TOML Bike path water fountain	50,000	40,689	-	40,689
T-8 Eval/Replacement	50,000	2,586	-	2,586
T-4 Rehab	456,075	420,411	-	420,411
LMTP Filter Rehab	318,000	33,466	-	33,466
2022 WW CollectionSystem Improvements	416,254	382,525	-	382,525
2022 WW Filter Redundancy	250,782	87,702	-	87,702
Bluffs Lift Station Controls	44,457	197		197
Hwy 203 Sewer Main	400,000	8,312	-	8,312
Capital Equipment				
Vehicle replacement	200,000	39,629		
East Twin LS Genset	42,000			
Sewer Inspection Equipment	58,500	62,715		
Ee housing		1,768,412		
Total Capital Projects and Equipment	4,011,192	3,679,059		

MAMMOTH COMMUNITY WATER DISTRICT

Agenda Item: B-3

Finance Department Report

02-23-2023

February 2023

Table B Revenue and Expenses

Account	YTD Actual	YTD Budget	Annual Budget	YTD Better/Worse	% Diff
Billing - Water Usage	1,508,313	1,551,616	1,672,000	(43,303)	-3%
Water Base Rates	1,547,918	1,576,453	1,892,500	(28,534)	-2%
Wastewater Base Rates	2,615,493	2,396,874	2,853,000	218,619	9%
Engineering Revenue	81,922	83,300	100,000	(1,378)	-2%
Miscellaneous Revenue	407,832	155,188	210,700	252,644	163%
Permits - Connection Fees	460,646	208,250	250,000	252,396	121%
Taxes and Assessments	7,485,351	7,088,310	8,751,000	397,041	6%
Interest Income	577,328	-	-	577,328	
Subtotal Revenue	14,684,802	13,059,991	15,729,200	1,624,811	12%
Investment Gain (Loss)	(364,042)	-	-	(364,042)	
Total Revenue	14,320,760	13,059,991	15,729,200	1,260,769	10%
Salaries & Wages	3,208,759	3,414,371	4,227,316	205,612	6%
Employee Benefits - Group Insu	759,853	820,238	984,285	60,385	7%
Employee Benefits - Pension	696,221	729,346	903,000	33,125	5%
Employer Paid Taxes	88,940	112,413	138,806	23,473	21%
Total Personnel Expense	4,753,773	5,076,368		322,595	6%
Outside Services/Contractual	141,975	151,335	181,675	9,360	6%
Property Tax Admin. Fee	180,567	220,000	220,000	39,433	18%
Sludge Disposal	30,265	38,943	46,750	8,677	22%
Software Licenses and Agrmnts	244,315	195,009	234,105	(49,306)	-25%
IT Services	22,179	30,821	37,000	8,642	28%
Banking Fees	44,125	38,185	45,840	(5,940)	-16%
Professional Services	119,086	191,715	230,150	72,629	38%
Outside Lab Services	38,227	59,143	71,000	20,916	35%
Equipment Rental	-	8,330	10,000		
Employee Housing Expenses	79,869	61,196	73,464	(18,673)	-31%
Operating Tools	52,423	38,485	46,200	(13,939)	-36%
Employee Engagement	24,622	23,624	28,360	(998)	-4%
Ee Ben. PPE Unif Other	17,124	17,680	21,225	557	3%
Gasoline	33,442	31,937	38,340	(1,505)	-5%
Diesel Fuel	30,177	12,195	14,640	(17,982)	-147%
Insurance	180,819	142,027	170,500	(38,792)	-27%
Legal Services	66,897	70,805	85,000	3,908	6%
M & R - Line Repair/Equipment	192,712	208,281	250,038	15,569	7%
M & R - Buildings	70,886	125,816	151,040	54,930	44%
M & R - Vehicles	127,875	77,519	93,060	(50,357)	-65%
Memberships/Certifications	44,979	43,080	51,717	(1,899)	-4%
Permit Materials	25,338	12,495	15,000	(12,843)	-103%
Operating Chemicals	247,130	230,873	277,159	(16,256)	-7%
Operating Supplies	95,707	96,461	115,800	755	1%
Computer Systems/Equipment	34,519	57,727	69,300	23,208	40%
Postage/Freight	7,882	8,078	9,698	197	2%
Advertising Publications & PR	22,889	19,576	23,500	(3,314)	-17%
Books & Subscriptions	626	1,041	1,250	416	40%
Safety	24,991	24,524	29,440	(468)	-2%
Permits & Licensing	92,442	75,670	90,840	(16,773)	-22%
Settlement Costs	13,677	14,000	14,000	323	2%
Telephone	34,452	38,786	46,563	4,335	11%
Training & Meetings	60,900	60,859	73,060	(42)	0%
Travel Expenses	33,913	39,859	47,850	5,946	15%
Uncollectables	9,904	-	-		
Bank Reconciliation over/short	-	-	-		
Utilities-Electric	406,951	458,983	551,000	52,032	11%
Utilities-Propane	29,995	23,450	35,000	(6,545)	-28%
Water Conservation	137,322	159,953	192,000	22,631	14%
Total Operating Expense	3,021,199	3,108,459	3,691,563	88,834	3%

MAMMOTH COMMUNITY WATER DISTRICT

Agenda Item: B-3

Finance Department Report

02-23-2023

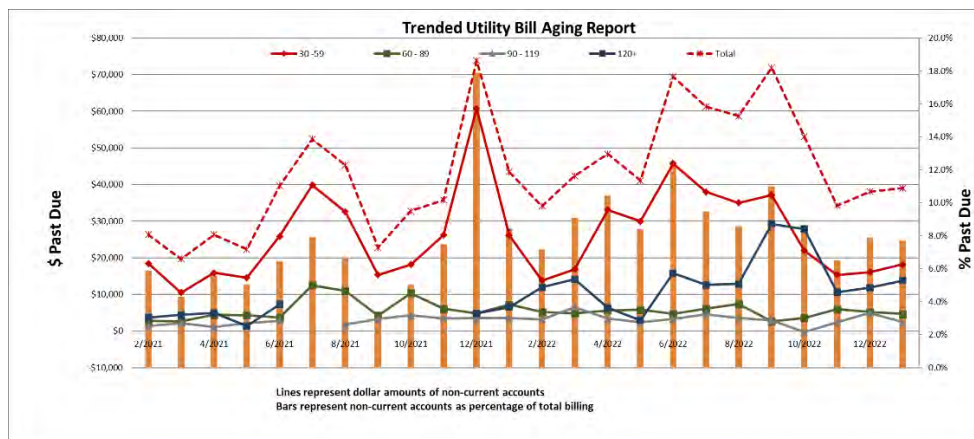
February 2023

Table C Fund Balance

	Operating Funds			Capital R&R Funds		
	10 Admin	20 Water	30 Wastewater	21 Admin	22 Water	23 Wastewater
Cash Total	190,274	2,933,049	1,535,268	999,772	12,362,619	8,905,479
Current Assets	752,806	299,974	215,004	(103)	23,291	11,193
Non-current Assets						
Capital Assets	49,419	12,609	2,564	2,331,546	36,056,937	13,983,743
Total Assets	992,499	3,245,632	1,752,836	3,331,215	48,442,848	22,900,415
Current Liabilities	(83,048)	(1,892)	(13,830)	60	(82,659)	(78,613)
Non-current Liabilities	(442,175)	(97,041)	(130,652)	-	-	-
Assets - Liabilities	467,277	3,146,700	1,608,354	3,331,275	48,360,189	22,821,802
Target Fund Balance	190,000	1,160,000	1,260,000	1,000,000	5,964,000	3,348,000
Available Fund Balance	107,227	2,931,157	1,521,438	999,832	12,279,960	8,826,866
Over/(Under)	(82,773)	1,771,157	261,438	(168)	6,315,960	5,478,866

	Capital Expansion Funds					Total
	31 Admin	32 Water	33 Wastewater	96 Enterprise	98 LADWP	
Cash Total	1,021,829	1,904,081	798,013	521,613	1,049,954	32,221,953
Current Assets	-	(35)	-	17,901	-	1,320,033
Non-current Assets				2,456,455		2,456,455
Capital Assets	(8,068)	8,819,944	5,155,154	2,349,569	-	68,753,416
Total Assets	1,013,762	10,723,990	5,953,168	5,345,538	1,049,954	104,751,857
Current Liabilities	-	(21,056)	-	(15,593)	-	(296,631)
Non-current Liabilities						(669,867)
Assets - Liabilities	1,013,762	10,702,934	5,953,168	5,329,945	1,049,954	103,785,359
Target Fund Balance	1,000,000	1,045,000	288,000	500,000	375,000	16,130,000
Available Fund Balance	1,021,829	1,883,025	798,013	506,020	1,049,954	31,925,322
Over/(Under)	21,829	838,025	510,013	6,020	674,954	15,795,322

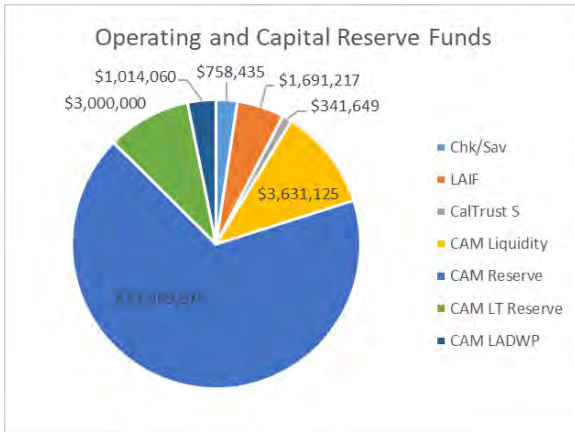
Table D Trended Utility Bill Aging Report



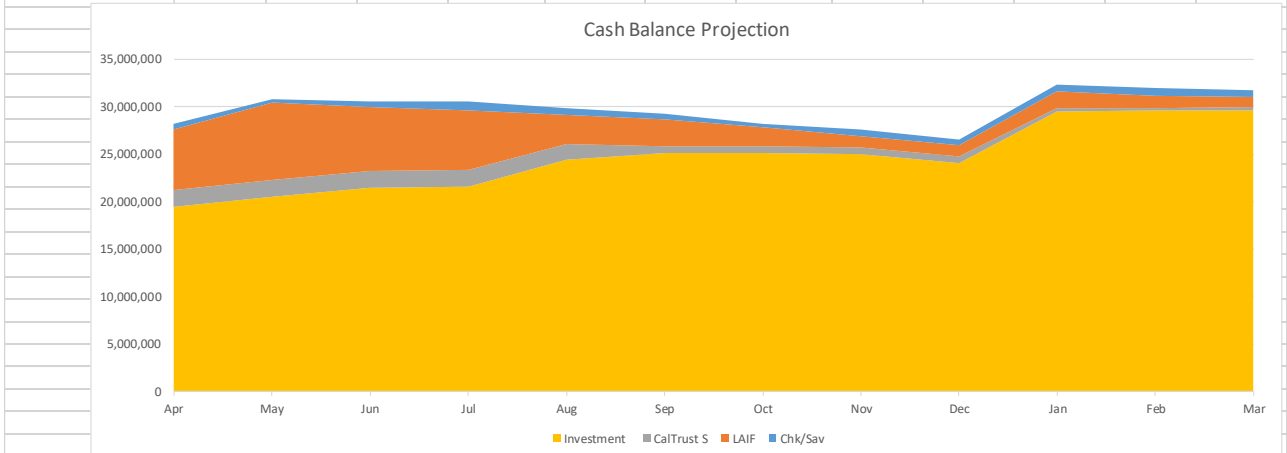
The total amount past due is \$38,997 as of January 31, 2023.

Table E Cash Balance Projection and Investment Summary

The District’s reserve funds have been separated into a multi-layer investment strategy to match the liquidity needs of operations and capital projects while maximizing the opportunity for interest earnings. The chart below illustrates the allocation, from most liquid to least liquid.



	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Projection	
											Feb	Mar
Chk/Sav	549,793	332,984	582,588	1,016,956	766,901	585,714	384,173	679,941	527,833	758,435	816,975	703,928
LAIF	6,451,520	8,151,520	6,751,520	6,265,242	2,965,242	2,765,242	1,981,757	1,181,757	1,181,757	1,691,217	1,291,893	1,092,410
CalTrust S	1,727,620	1,730,363	1,726,622	1,728,630	1,731,542	731,889	732,023	735,180	737,749	341,512	341,649	341,785
Investment	19,463,973	20,566,162	21,448,895	21,575,381	24,387,837	25,155,611	25,109,832	25,014,186	24,060,935	29,545,164	29,562,891	29,580,629
Total	28,192,905	30,781,029	30,509,625	30,586,209	29,851,522	29,238,456	28,207,785	27,611,064	26,508,274	32,336,328	32,013,408	31,718,753



Transaction Ledger

As of January 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/01/2023	31846V203	3,493.75	First American Govt Obligation Fund Class Y	1.000	3.79%	3,493.75	0.00	3,493.75	0.00
Purchase	01/03/2023	31846V203	247.14	First American Govt Obligation Fund Class Y	1.000	3.79%	247.14	0.00	247.14	0.00
Purchase	01/03/2023	31846V203	105.83	First American Govt Obligation Fund Class Y	1.000	3.79%	105.83	0.00	105.83	0.00
Purchase	01/03/2023	31846V203	2,684.46	First American Govt Obligation Fund Class Y	1.000	3.79%	2,684.46	0.00	2,684.46	0.00
Purchase	01/05/2023	31846V203	1,000,000.00	First American Govt Obligation Fund Class Y	1.000	3.79%	1,000,000.00	0.00	1,000,000.00	0.00
Purchase	01/07/2023	31846V203	975.00	First American Govt Obligation Fund Class Y	1.000	3.79%	975.00	0.00	975.00	0.00
Purchase	01/09/2023	31846V203	781.25	First American Govt Obligation Fund Class Y	1.000	3.79%	781.25	0.00	781.25	0.00
Purchase	01/10/2023	31846V203	356.25	First American Govt Obligation Fund Class Y	1.000	3.79%	356.25	0.00	356.25	0.00
Purchase	01/12/2023	31846V203	707.17	First American Govt Obligation Fund Class Y	1.000	3.79%	707.17	0.00	707.17	0.00
Purchase	01/15/2023	31846V203	4,218.75	First American Govt Obligation Fund Class Y	1.000	3.79%	4,218.75	0.00	4,218.75	0.00
Purchase	01/17/2023	31846V203	371.25	First American Govt Obligation Fund Class Y	1.000	3.79%	371.25	0.00	371.25	0.00
Purchase	01/17/2023	31846V203	225,000.00	First American Govt Obligation Fund Class Y	1.000	3.79%	225,000.00	0.00	225,000.00	0.00
Purchase	01/17/2023	31846V203	266.33	First American Govt Obligation Fund Class Y	1.000	3.79%	266.33	0.00	266.33	0.00
Purchase	01/17/2023	31846V203	657.46	First American Govt Obligation Fund Class Y	1.000	3.79%	657.46	0.00	657.46	0.00
Purchase	01/17/2023	31846V203	187.50	First American Govt Obligation Fund Class Y	1.000	3.79%	187.50	0.00	187.50	0.00
Purchase	01/17/2023	31846V203	955.17	First American Govt Obligation Fund Class Y	1.000	3.79%	955.17	0.00	955.17	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/17/2023	31846V203	296.08	First American Govt Obligation Fund Class Y	1.000	3.79%	296.08	0.00	296.08	0.00
Purchase	01/17/2023	31846V203	294.63	First American Govt Obligation Fund Class Y	1.000	3.79%	294.63	0.00	294.63	0.00
Purchase	01/17/2023	31846V203	1,057.72	First American Govt Obligation Fund Class Y	1.000	3.79%	1,057.72	0.00	1,057.72	0.00
Purchase	01/17/2023	31846V203	272.31	First American Govt Obligation Fund Class Y	1.000	3.79%	272.31	0.00	272.31	0.00
Purchase	01/17/2023	31846V203	560.60	First American Govt Obligation Fund Class Y	1.000	3.79%	560.60	0.00	560.60	0.00
Purchase	01/17/2023	31846V203	4,254.56	First American Govt Obligation Fund Class Y	1.000	3.79%	4,254.56	0.00	4,254.56	0.00
Purchase	01/17/2023	31846V203	3,998.74	First American Govt Obligation Fund Class Y	1.000	3.79%	3,998.74	0.00	3,998.74	0.00
Purchase	01/17/2023	31846V203	9,720.29	First American Govt Obligation Fund Class Y	1.000	3.79%	9,720.29	0.00	9,720.29	0.00
Purchase	01/18/2023	31846V203	593.56	First American Govt Obligation Fund Class Y	1.000	3.79%	593.56	0.00	593.56	0.00
Purchase	01/18/2023	31846V203	4,229.81	First American Govt Obligation Fund Class Y	1.000	3.79%	4,229.81	0.00	4,229.81	0.00
Purchase	01/20/2023	31846V203	71.50	First American Govt Obligation Fund Class Y	1.000	3.79%	71.50	0.00	71.50	0.00
Purchase	01/20/2023	31846V203	248.00	First American Govt Obligation Fund Class Y	1.000	3.79%	248.00	0.00	248.00	0.00
Purchase	01/20/2023	31846V203	15,525.03	First American Govt Obligation Fund Class Y	1.000	3.79%	15,525.03	0.00	15,525.03	0.00
Purchase	01/20/2023	31846V203	2,754.66	First American Govt Obligation Fund Class Y	1.000	3.79%	2,754.66	0.00	2,754.66	0.00
Purchase	01/23/2023	31846V203	5,562.50	First American Govt Obligation Fund Class Y	1.000	3.79%	5,562.50	0.00	5,562.50	0.00
Purchase	01/23/2023	31846V203	100,000.00	First American Govt Obligation Fund Class Y	1.000	3.79%	100,000.00	0.00	100,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/23/2023	31846V203	121.00	First American Govt Obligation Fund Class Y	1.000	3.79%	121.00	0.00	121.00	0.00
Purchase	01/23/2023	31846V203	4,980.81	First American Govt Obligation Fund Class Y	1.000	3.79%	4,980.81	0.00	4,980.81	0.00
Purchase	01/24/2023	31846V203	2,050.00	First American Govt Obligation Fund Class Y	1.000	3.79%	2,050.00	0.00	2,050.00	0.00
Purchase	01/25/2023	31846V203	715.00	First American Govt Obligation Fund Class Y	1.000	3.79%	715.00	0.00	715.00	0.00
Purchase	01/25/2023	31846V203	10,668.33	First American Govt Obligation Fund Class Y	1.000	3.79%	10,668.33	0.00	10,668.33	0.00
Purchase	01/25/2023	31846V203	937.13	First American Govt Obligation Fund Class Y	1.000	3.79%	937.13	0.00	937.13	0.00
Purchase	01/25/2023	31846V203	767.11	First American Govt Obligation Fund Class Y	1.000	3.79%	767.11	0.00	767.11	0.00
Purchase	01/25/2023	31846V203	338.86	First American Govt Obligation Fund Class Y	1.000	3.79%	338.86	0.00	338.86	0.00
Purchase	01/25/2023	31846V203	402.03	First American Govt Obligation Fund Class Y	1.000	3.79%	402.03	0.00	402.03	0.00
Purchase	01/25/2023	31846V203	262.25	First American Govt Obligation Fund Class Y	1.000	3.79%	262.25	0.00	262.25	0.00
Purchase	01/25/2023	31846V203	548.33	First American Govt Obligation Fund Class Y	1.000	3.79%	548.33	0.00	548.33	0.00
Purchase	01/25/2023	31846V203	433.35	First American Govt Obligation Fund Class Y	1.000	3.79%	433.35	0.00	433.35	0.00
Purchase	01/25/2023	31846V203	287.31	First American Govt Obligation Fund Class Y	1.000	3.79%	287.31	0.00	287.31	0.00
Purchase	01/25/2023	31846V203	400.47	First American Govt Obligation Fund Class Y	1.000	3.79%	400.47	0.00	400.47	0.00
Purchase	01/30/2023	3133EN5N6	40,000.00	FFCB Note 4% Due 1/6/2028	101.121	3.75%	40,448.40	106.67	40,555.07	0.00
Purchase	01/31/2023	023135BX3	20,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	89.882	4.34%	17,976.40	43.89	18,020.29	0.00

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ACQUISITIONS										
Purchase	01/31/2023	24422EWR6	20,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	101.793	4.34%	20,358.60	58.06	20,416.66	0.00
Purchase	01/31/2023	3133EN7B0	35,000.00	FFCB Note 3.75% Due 1/25/2030	99.219	3.88%	34,726.65	21.88	34,748.53	0.00
Purchase	01/31/2023	3135G05Q2	40,000.00	FNMA Note 0.875% Due 8/5/2030	82.081	3.62%	32,832.40	171.11	33,003.51	0.00
Purchase	01/31/2023	31846V203	6,750.00	First American Govt Obligation Fund Class Y	1.000	3.83%	6,750.00	0.00	6,750.00	0.00
Purchase	01/31/2023	46647PCB0	20,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	89.692	5.13%	17,938.40	86.79	18,025.19	0.00
Purchase	01/31/2023	89236TJZ9	20,000.00	Toyota Motor Credit Corp Note 3.05% Due 3/22/2027	94.892	4.41%	18,978.40	218.58	19,196.98	0.00
Purchase	01/31/2023	912796YK9	500,000.00	US Treasury Bill 4.45% Due 3/9/2023	99.543	4.53%	497,713.14	0.00	497,713.14	0.00
Purchase	01/31/2023	912796YN3	700,000.00	US Treasury Bill 4.467% Due 4/6/2023	99.193	4.57%	694,354.21	0.00	694,354.21	0.00
Purchase	01/31/2023	912796ZP7	1,700,000.00	US Treasury Bill 4.574% Due 6/8/2023	98.374	4.71%	1,672,351.20	0.00	1,672,351.20	0.00
Purchase	01/31/2023	912796ZU6	130,000.00	US Treasury Bill 4.297% Due 2/14/2023	99.833	4.36%	129,782.76	0.00	129,782.76	0.00
Purchase	01/31/2023	91282CFJ5	35,000.00	US Treasury Note 3.125% Due 8/31/2029	96.992	3.64%	33,947.27	462.28	34,409.55	0.00
Purchase	01/31/2023	91282CFT3	35,000.00	US Treasury Note 4% Due 10/31/2029	102.133	3.64%	35,746.48	355.80	36,102.28	0.00
Purchase	01/31/2023	91324PEG3	20,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	98.155	4.17%	19,631.00	156.22	19,787.22	0.00
Subtotal			4,735,109.28				4,686,894.59	1,681.28	4,688,575.87	0.00
Security Contribution	01/10/2023	31846V203	1,900,000.00	First American Govt Obligation Fund Class Y	1.000		1,900,000.00	0.00	1,900,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	01/10/2023	31846V203	3,000,000.00	First American Govt Obligation Fund Class Y	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Subtotal			4,900,000.00				4,900,000.00	0.00	4,900,000.00	0.00
TOTAL ACQUISITIONS			9,635,109.28				9,586,894.59	1,681.28	9,588,575.87	0.00
DISPOSITIONS										
Sale	01/30/2023	31846V203	40,555.07	First American Govt Obligation Fund Class Y	1.000	3.83%	40,555.07	0.00	40,555.07	0.00
Sale	01/31/2023	31846V203	2,864,418.55	First American Govt Obligation Fund Class Y	1.000	3.83%	2,864,418.55	0.00	2,864,418.55	0.00
Sale	01/31/2023	31846V203	197,534.80	First American Govt Obligation Fund Class Y	1.000	3.83%	197,534.80	0.00	197,534.80	0.00
Sale	01/31/2023	31846V203	165,958.17	First American Govt Obligation Fund Class Y	1.000	3.83%	165,958.17	0.00	165,958.17	0.00
Subtotal			3,268,466.59				3,268,466.59	0.00	3,268,466.59	0.00
Paydown	01/12/2023	36198FAE2	0.00	GS Mortgage Securities Trust 2013-GC14 A5 4.243% Due 8/10/2046	100.000		0.00	707.17	707.17	0.00
Paydown	01/17/2023	02582JIR2	0.00	American Express 2021-1 A 0.9% Due 11/15/2026	100.000		0.00	187.50	187.50	0.00
Paydown	01/17/2023	3128MEMN8	261.08	FHLMC FG G15565 3% Due 10/1/2030	100.000		261.08	33.55	294.63	0.00
Paydown	01/17/2023	31307PEF2	1,027.22	FHLMC FG J32834 2.5% Due 9/1/2030	100.000		1,027.22	30.50	1,057.72	0.00
Paydown	01/17/2023	31307PNB1	231.20	FHLMC FG J33086 3% Due 11/1/2030	100.000		231.20	41.11	272.31	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	01/17/2023	3132KFBZ4	516.32	FHLMC FG V60956 2.5% Due 9/1/2030	100.000		516.32	44.28	560.60	0.00
Paydown	01/17/2023	44891RAC4	4,237.35	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		4,237.35	17.21	4,254.56	0.00
Paydown	01/17/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	296.08	296.08	0.00
Paydown	01/17/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	657.46	657.46	0.00
Paydown	01/17/2023	58768PAC8	0.00	Mercedes-Benz Auto Receivables 2022- 1 A3 5.21% Due 8/16/2027	100.000		0.00	955.17	955.17	0.00
Paydown	01/17/2023	65479JAD5	3,974.99	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		3,974.99	23.75	3,998.74	0.00
Paydown	01/17/2023	89231CAD9	0.00	Toyota Auto Receivables Owner 2022-C A3 3.76% Due 4/15/2027	100.000		0.00	266.33	266.33	0.00
Paydown	01/17/2023	89240BAC2	9,690.52	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		9,690.52	29.77	9,720.29	0.00
Paydown	01/18/2023	43813KAC6	4,216.66	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		4,216.66	13.15	4,229.81	0.00
Paydown	01/18/2023	61762MBW0	0.00	Morgan Stanley BAML Trust 2013-C10 A4Due 7/15/2046	100.000		0.00	593.56	593.56	0.00
Paydown	01/20/2023	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	71.50	71.50	0.00
Paydown	01/20/2023	92290BAA9	15,485.43	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		15,485.43	39.60	15,525.03	0.00
Paydown	01/20/2023	92348AAA3	2,750.15	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		2,750.15	4.51	2,754.66	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	01/20/2023	92348KAV5	0.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	100.000		0.00	248.00	248.00	0.00
Paydown	01/23/2023	43813GAC5	4,965.82	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,965.82	14.99	4,980.81	0.00
Paydown	01/23/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	121.00	121.00	0.00
Paydown	01/25/2023	3137B3NX2	10,030.85	FHLMC K031 A2 Due 4/25/2023	100.000		10,030.85	637.48	10,668.33	0.00
Paydown	01/25/2023	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	715.00	715.00	0.00
Paydown	01/25/2023	3137BWWD2	326.68	FHLMC K725 A2 3.002% Due 1/25/2024	100.000		326.68	610.45	937.13	0.00
Paydown	01/25/2023	3137FBTA4	269.41	FHLMC K278 A2 3.064% Due 8/25/2024	100.000		269.41	497.70	767.11	0.00
Paydown	01/25/2023	3138ETA55	301.86	FNMA FN AL8127 2% Due 1/1/2031	100.000		301.86	37.00	338.86	0.00
Paydown	01/25/2023	3138WE3R8	362.99	FNMA FN AS5307 3% Due 7/1/2030	100.000		362.99	39.04	402.03	0.00
Paydown	01/25/2023	3138WE5U9	220.74	FNMA FN AS5358 3% Due 7/1/2030	100.000		220.74	41.51	262.25	0.00
Paydown	01/25/2023	3138YDAS8	523.34	FNMA FN AY0016 2.5% Due 1/1/2030	100.000		523.34	24.99	548.33	0.00
Paydown	01/25/2023	3138YR6T0	387.11	FNMA FN AZ0881 2.5% Due 7/1/2030	100.000		387.11	46.24	433.35	0.00
Paydown	01/25/2023	3138YTMT8	248.34	FNMA FN AZ2169 2.5% Due 7/1/2030	100.000		248.34	38.97	287.31	0.00
Paydown	01/25/2023	31418BLL8	325.85	FNMA FN MA2130 3.5% Due 12/1/2029	100.000		325.85	74.62	400.47	0.00
Subtotal			60,353.91				60,353.91	7,159.19	67,513.10	0.00
Maturity	01/05/2023	912796X95	1,000,000.00	US Treasury Bill 2.91% Due 1/5/2023	100.000		1,000,000.00	0.00	1,000,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	01/17/2023	313588AS4	225,000.00	FNMA Discount Note 3.95% Due 1/17/2023	100.000		225,000.00	0.00	225,000.00	0.00
Maturity	01/23/2023	61744YAN8	100,000.00	Morgan Stanley Note 3.125% Due 1/23/2023	100.000		100,000.00	0.00	100,000.00	0.00
Subtotal			1,325,000.00				1,325,000.00	0.00	1,325,000.00	0.00
Security Withdrawal	01/09/2023	31846V203	2,051.95	First American Govt Obligation Fund Class Y	1.000		2,051.95	0.00	2,051.95	0.00
Security Withdrawal	01/25/2023	31846V203	200.38	First American Govt Obligation Fund Class Y	1.000		200.38	0.00	200.38	0.00
Subtotal			2,252.33				2,252.33	0.00	2,252.33	0.00
TOTAL DISPOSITIONS			4,656,072.83				4,656,072.83	7,159.19	4,663,232.02	0.00
OTHER TRANSACTIONS										
Interest	01/01/2023	4581X0EE4	215,000.00	Inter-American Dev Bank Note 3.25% Due 7/1/2024	0.000		3,493.75	0.00	3,493.75	0.00
Interest	01/07/2023	3135G0X24	120,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		975.00	0.00	975.00	0.00
Interest	01/09/2023	06367TQW3	250,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.000		781.25	0.00	781.25	0.00
Interest	01/10/2023	3135G05G4	285,000.00	FNMA Note 0.25% Due 7/10/2023	0.000		356.25	0.00	356.25	0.00
Interest	01/15/2023	3133EMNF5	400,000.00	FFCB Note 0.375% Due 1/15/2025	0.000		750.00	0.00	750.00	0.00
Interest	01/15/2023	79466LAG9	250,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		781.25	0.00	781.25	0.00
Interest	01/15/2023	87612EBM7	250,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.000		2,437.50	0.00	2,437.50	0.00
Interest	01/15/2023	91282CBE0	400,000.00	US Treasury Note 0.125% Due 1/15/2024	0.000		250.00	0.00	250.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	01/17/2023	24422EVN6	165,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.000		371.25	0.00	371.25	0.00
Interest	01/23/2023	6174468C6	200,000.00	Morgan Stanley Note 4% Due 7/23/2025	0.000		4,000.00	0.00	4,000.00	0.00
Interest	01/23/2023	61744YAN8	100,000.00	Morgan Stanley Note 3.125% Due 1/23/2023	0.000		1,562.50	0.00	1,562.50	0.00
Interest	01/24/2023	06053FAA7	100,000.00	Bank of America Corp Note 4.1% Due 7/24/2023	0.000		2,050.00	0.00	2,050.00	0.00
Interest	01/31/2023	9128285Z9	290,000.00	US Treasury Note 2.5% Due 1/31/2024	0.000		3,625.00	0.00	3,625.00	0.00
Interest	01/31/2023	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.000		2,625.00	0.00	2,625.00	0.00
Interest	01/31/2023	91282CAB7	400,000.00	US Treasury Note 0.25% Due 7/31/2025	0.000		500.00	0.00	500.00	0.00
Subtotal			3,725,000.00				24,558.75	0.00	24,558.75	0.00
Dividend	01/03/2023	31846V203	1,627,985.87	First American Govt Obligation Fund Class Y	0.000		247.14	0.00	247.14	0.00
Dividend	01/03/2023	31846V203	697,156.46	First American Govt Obligation Fund Class Y	0.000		105.83	0.00	105.83	0.00
Dividend	01/03/2023	31846V203	17,683,406.61	First American Govt Obligation Fund Class Y	0.000		2,684.46	0.00	2,684.46	0.00
Subtotal			20,008,548.94				3,037.43	0.00	3,037.43	0.00
TOTAL OTHER TRANSACTIONS			23,733,548.94				27,596.18	0.00	27,596.18	0.00

District Projects

- **Tesla PowerPack Backup Battery System** – This project is complete and is providing backup power to the Wastewater Treatment Plant. It is also helping to optimize the timing of our “energy arbitrage” between times when we are generating solar energy and using energy. An added benefit is that it is functioning as an Uninterruptible Power Source (UPS) for equipment at the WWTP. This reduces the need for wastewater operations staff to physically re-start equipment after power outages (often during off-hours).
- **Well 32 Production Well Development** – Nothing new to report. The remaining SCE electrical equipment is being sized and ordered. The final easement from Snowcreek still needs to be recorded and staff is working on the paperwork to add Well 32 as a drinking water source to our permit with the Department of Drinking Water.
- **2023 Construction Crew Projects** – Engineering staff is working with Maintenance staff to develop the 2023-24 CIP including the following carry-over projects:
 - Snowcreek Crest Laterals (Phase 2)
 - Valley Vista meter pit upgrades
 - Woodlands Condos meter pit upgrades
- **The Parcel Relief Main** – This project will connect a trunk main in Dorrance Drive to Center Street via new sewer across The Parcel. The properties involved have been surveyed and the results are being drafted. Conversations have continued with the private property owner regarding an easement and staff has secured an agreement with the Town for easements across The Parcel. The project is planned to be constructed by in-house crews.
- **Center Street/Highway 203 Sewer Upgrade** – This project involves upsizing a trunk sewer from Center Street out into Highway 203. Staff has re-designed the project to allow the existing asbestos cement pipe to remain in service and minimize the need to divert sewer flows and is working with Caltrans on an updated traffic control plan. The project is planned to be constructed by in-house crews.
- **New Tank for Zone 2B** – This new project will provide storage in water system Zone 2B, which is in the Canyon Lodge/North Village Specific Plan area. The goal is to identify and acquire a site for the tank in FY 2024.
- **Tank T-8 (Forest Trail) Replacement Project** – Nothing new to report. This project involves evaluating Tank T-8 and its function in the water distribution system. Tank T-8 is on Inyo National Forest land and any work will require coordination with the Forest Service. Staff is starting work on water modeling, engineering, and cost estimating. This project is scheduled for construction in FY 2025.
- **Water System Modeling Update** – A complete set of meter water use data for 2021 has been received by our meter vendor and audited by engineering staff. This data is very helpful in understanding how much, and when, different user classes (residential, commercial, irrigation, etc.) use water. This data is useful for many applications, including the ongoing water model update. This project involves updating the water system model for use in evaluating water resources and capital improvement planning.

- **Wastewater Collection System Modeling Update** – The deliverables from the Aerial Photo project are being used to determine the elevation of all sewer manholes that are visible from the sky. The depth to the sewer flow lines is being entered based on as-built information or measurements collected during tv inspections and cleaning. The model uses the slope, pipe size, and material type to calculate the hydraulic capacity of each segment in the system. This project involves updating the wastewater collection system model for use in evaluating wastewater capacities and capital improvement planning.
- **Wells 15 and 17 Rehab Project** – This project is new. Engineering and Operations staff are working to optimize the design for the pumps and motors for these wells and replace them in 2023. The new design and settings for Well 15 are expected to allow it to produce an additional 200 gpm more than it has been producing in recent years. This project is part of the long-term Well Asset Management Program. The purpose of the program is to plan well maintenance and replacement to optimize life-cycle costs.
- **Tank Asset Management Program** – Tanks T-2 (Juniper) and/or T-7 (Bluffs) have been identified for coating rehabilitation in 2023. Also, the Lake Mary Treatment Plant backwash tank has been identified. This project involves data collection and analysis of all MCWD tanks. The purpose of the program is to plan tank maintenance and replacement to optimize life-cycle costs.
- **MCWD Code Overhaul** – Nothing new to report. A significant MCWD Code overhaul is underway. Engineering staff will need to engage in the process, especially for Chapter 11 (Sewer Code) and Chapter 12 (Water Code). Engineering Department fees need to be updated for permit applications, reviews, and inspections.
- **Easement GIS Layer Update** – Specialized training was completed by engineering and IS staff in October to support this effort. This project involves drawing easements in the GIS and linking the original documents for easy mapping and retrieval. New easements are being entered as they are recorded. Ideally, all historic easements will be located and entered into the GIS. The historic easements are a low priority, and likely would take supplemental staff resources to complete.
- **On-site Employee Housing** – Staff met with TOML to discuss the potential of constructing employee housing on MCWD WWTP property. The General Plan designation for the site is *Industrial*, which does not allow housing and the Zoning for the site is *Public/Quasi-Public*, which only allows employee housing for sites within the *Institutional Public* land use designation. Portions of the property are clearly *Industrial*, but portions near the entrance to Meridian Boulevard may be able to be changed to *Institutional Public*. Town staff will provide more information on the process to change the Land Use designation.
- **Administration Building HVAC/Energy Efficiency Upgrades** – Nothing new to report. The administration building pre-dates modern building codes requiring energy efficient construction and HVAC systems. Staff proposes that we evaluate the existing building to identify opportunities for improved energy efficiency (insulation, windows, HVAC upgrades, etc.) and develop alternatives with the shortest payback period. Although they generally have a long payback period, a ground-source heat pump system may make sense because of the District's long-term service to the community.

Department Activities

- **Project Management Training and Procurement Flow Chart** – Engineering is working with other departments to clarify and standardize the processes, documents, roles and responsibilities for managing

projects at the District. The goal is to increase communication between team members and facilitate efficient delivery of projects whether they are performed in-house or by outside contractors.

- **Waste Discharge Requirements (WDRs)** – Nothing new to report. Staff has prepared a proposed groundwater/basin plan amendment study scope and submitted it to Lahontan for review. Their initial response has been positive, but it is still under review by Lahontan management. The study will require staff time and likely require hiring consultants to prepare specialized reports. A cooperative agreement is being drafted with Lahontan to formalize this process and the intended outcome which is an updated WDR based on good science.
- **Ormat CD IV Geothermal Monitoring and Response Plan (GMRP)** – The GMRP group issued a Request for Proposals to select a consultant to perform long-term groundwater sampling and analysis. When a consultant is selected, staff will finalize contracts with the contractor and Ormat making MCWD a “pass-through” agency to support this effort.
- **Recycled Water Program** – Nothing new to report.
 - **Golf Course Irrigation** – Recycled water season has concluded and a new record for recycled water delivered was set.
 - **Permitting** – The updated Title 22 Engineering Report has been approved by the Department of Drinking Water (DDW) and Lahontan. Lahontan now plans to issue a Notice of Applicability (NOA) for the new General Use Permit in March 2023 when they plan to rescind our existing permit at the Lahontan Water Board meeting. The MCWD ordinance establishing the District’s original recycled water program in 2009 will need to be repealed and superseded once the NOA is issued.
 - **Re-evaluate Supply and Potential Uses** – So far, the current extended drought and record recycled water deliveries are not causing Laurel Pond to be reduced anywhere close to the 18-acre minimum size. Staff will continue to evaluate whether there is enough supply for the current golf course irrigation at Sierra Star (18 holes) and Snowcreek (9-holes), another 9-hole golf course at Snowcreek VIII, the sports fields at Shady Rest Park, and enough effluent to Laurel Pond to maintain an 18-acre size.
- **AmeriGas Juniper Tank Lease Amendment** – Nothing new to report. AmeriGas is still interested in this change, but has not received approval from the Forest Service for their planned propane main connection in the Chair 15/Eagle ski run. The proposed schedule is unknown.
- **Out-of-District (OOD) Service Agreements** –
 - **Process, Policy, and Code Provisions** – Nothing new to report. MCWD code could use updating in this area and staff is working with General Counsel on a potential code update and new policy/procedure. Ideally, these updates would be made prior to the upcoming request for extension of service to Sierra Meadows Ranch, which the developer is planning for in 2023. The concept is to have a standard agreement for existing OOD customers that will be distributed on, or with, regular invoices. There will be a separate process for new or extension of OOD service. It will also include policy on how to address emergency/short term service.
 - **Main Lodge** – The Town and INF issued scoping documents for the joint CEQA/NEPA process in November. The deadline for comments was the first business day after Christmas and MCWD staff

submitted a comment letter. The project proposal only includes the new package sewer treatment plant alternative. MCWD comments pointed out that an alternative involving conveyance to MCWD is feasible and reasonable and should be analyzed. The joint CEQA/NEPA document is expected to take at least two years.

- **Chair 4 Restrooms Sewer** – Nothing new to report. This OOD connection will receive a standard agreement on, or with, their regular invoices. General Counsel is working on this. Finance is working to clean up billing on this account. Alterra is planning to construct a permanent restaurant concession in the future and this account will be revisited at that time.
- **Sierra Meadows Ranch** – Nothing new to report. General Counsel is going to write a letter explaining the existing, and continued, water and sewer service to the Forest Service which should help the new owners obtain an updated 20-year lease for the existing facilities. When the new owners formally submit their plan for expansion a new out-of-district service agreement will be required at that time.
- **Lakes Basin Cabins** – Nothing new to report. These OOD customers will receive a standard agreement on, or with, their regular invoices. General Counsel is working on this.
- **Well Site Acquisition** –
 - **The Town of Mammoth Lakes’ “Bell Shaped Parcel”** – This alternative came up recently and may be a feasible area for exploration because of its proximity to the raw water line serving Groundwater Treatment Plant 2.
 - **Alterra/Dry Creek** – The MMSA Main Lodge Redevelopment project is dependent on significant additional water resources from the Dry Creek groundwater basin. However, their scoping documents say that no new wells are required in addition to the two replacement wells that were drilled and pump tested in summer 2022. There will be more analysis in the CEQA/NEPA process.
 - **Alterra/Sierra Star Golf Course** – Nothing new to report. Alterra has budgeted to update their Eagle Lodge building plans in 2022 and is tentatively planning for construction in 2023 or 2024. Alterra still needs the land at Well 16 for this project and remains willing to negotiate for additional well sites adjacent to Sierra Star.
 - **Snowcreek VIII** – Nothing new to report. Replacement well sites for Wells 6 and 10 and additional well sites will be explored when development plans progress. The previous District Engineer believed the Snowcreek VIII area was not a good location for production wells but the available data is being re-evaluated to understand why.
 - **Inyo National Forest Well #11** – Nothing new to report. This well at the base of the Sherwin’s near Hidden Lake was pump tested in 2011 and determined to be a viable site to drill a production well with little influence on other nearby wells. The site has challenges related to it being on Forest Service land. With the passing of time, and staff turnover, we are re-evaluating it as an alternative. The Town is pushing for multi-use trails in the area and there is a potential to coordinate well access.
- **Inyo National Forest Permitting and Coordination** –
 - **Laurel Pond Memorandum of Agreement (MOA)** – Nothing new to report. The draft MOA is still undergoing Forest Service review.

- **Master Use Permit Updates** – Staff is working with the INF to explicitly add access to Well #11.
- **Lake Mary Dam Spillway** – Nothing new to report. INF and Bureau of Reclamation staff met with Operations staff to look at the spillway in July. The Inyo National Forest is working on an updated Grainger-Thye permit which would replace the existing active permit that allows MCWD to operate the Langeman gate on Lake Mary for water storage. The dam is owned by the Forest Service. The Forest Service is working with the Bureau of Reclamation on a potential project to construct a spillway that meets USFS standards as identified in their recent Dam Hazard Analysis.
- **USGS-Proposed Communications Tower and Lease** – Nothing new to report. A two-year lease extension was signed for the existing facilities. USGS staff is working to further develop plans and specifications for the new 60' communications tower project.

Permits

- **Snowcreek VII Phases 1, 2, and 3** – Staff is working with the developer on Transfer Agreements, bonds, easements, inspections, and Connection Permits for the next round of buildings. Staff is also working with the developer on Construction Permit close out (punch lists, easements, inspections, transferring infrastructure, etc.). Landscape irrigation has been installed without MCWD permits and there are issues with metering and, potentially, improper cross-connections. Staff is working with Snowcreek to resolve the issues.
- **Limelight Hotel and Geothermal Project** – Per the signed Letter of Intent with Aspen Ski Company (ASC), staff is working with ASC on a cooperating agreement and GMRP that will ensure that potential impacts to the drinking water aquifer from this project are identified and mitigated. ASC has agreed to drill a monitoring well on-site which will require a MCWD well drilling permit. Staff is working toward bringing the cooperating agreement, GMRP, and well drilling permit to the Board for consideration at a future meeting.
- **Highmark Hotel (Sierra Center Mall)** – The applicant has applied for a demolition/core and shell permit from the Town and a Construction Permit for off-site sewer improvements. Staff worked with the developer's design team to evaluate alternatives for sewer service. The engineering evaluation determined that connecting to newly-constructed sewer in Old Mammoth Road is the best alternative because it avoids a lift station and additional costs. The Old Mammoth trunk line downstream has limited capacity and this project will increase the peak flows by about 5%. However, this is an infill project that has drained to Old Mammoth trunk line since its original construction.
- **Alterra Woolly's Tube Park and Maintenance Garage** – MMSA installed temporary restrooms for service this winter season and plan to install the permanent day lodge next summer. Staff is also working with MMSA to correct the deficiencies identified on our site visit of the maintenance garage. Specifically, the floor drains in the heavy equipment mechanic areas are currently connected to the sanitary sewer. This is not allowed, and we are working with MMSA to correctly dispose of their industrial waste.
- **Snowcreek VIII** – At full build-out the project will provide up to 790 dwelling units, a 400-room hotel, retail, and an additional 9-hole golf course with a practice facility.
 - **Final Map TM-09-002** – Filing of this Tract Map will divide the property for future phases. This has been submitted to the Town and is being scheduled for Planning and Economic Development Commission (PEDC) approval soon.

- **TTM 22-004 Phase 1** – Application has been submitted to the Town. Phase 1 of this project involves construction of 160 for sale condominium units in 39 3- and 4-plex buildings. The first phase will include the realignment of Fairway Drive from 150' south of Old Mammoth Road to the Snowcreek V north property line and the construction of the east entrance to Snowcreek VIII. These changes require significant re-routing of existing sewer mains serving Snowcreek V and Snowcreek VI.
 - **Water and Sewer Infrastructure Design, Permitting, and Transfer Agreement** – The developer submitted conceptual plans in the first week of November, but permit applications have not been submitted.
- **Mono County Property Tax Share Agreement** – See this month's agenda item C-5 for more information. An updated proposal to reallocate a portion of property tax for parcels annexed into MCWD service area has been prepared for Board consideration. For the proposal to become effective it must be approved by the Mono County Board of Supervisors.
- **Recycled Water Agreement Amendment** – The District's obligation to supply recycled water to the additional 9-hole golf course and common area landscaping at Snowcreek VIII has expired and needs to be reviewed and potentially re-negotiated.
- **Potential New Well Sites** – We are discussing sites to drill replacements for Wells 6 and 10.
- **The Parcel** – The Town of Mammoth Lakes has entered into a development agreement with Pacific (an affordable housing developer) to construct Phase 1 involving 80 units in two buildings. Permits have been issued and Engineering staff is working with the developer's contractors on regular inspections of the work.
- **VTPM 10-001 Plum/Tamarack** – This developer is exploring finaling this Vesting Tentative Parcel Map located at the end of Tamarack Street that was first approved in 2012.
- **Sierra Nevada Resort Redevelopment Phase 1 (Cabins)** – The project consists of construction of approximately 32 "cabin" hotel rooms on the previous site of Jimmy's Taverna/Red Dragon Restaurants. Permits have been issued and Engineering staff is working on inspecting the work.
- **Mammoth Hospital North Wing** – The hospital is planning an expansion that will require expanded water and sewer service. Staff is performing significant research of existing conditions to support the design.
- **Access Apartments (MLH)** – Mammoth Lakes Housing is renovating two (2) existing commercial buildings into an 11-unit affordable housing complex. The agreement allowing MCWD connection fees to be delayed has been signed and the permit has been issued.
- **Mammoth Disposal** – With the closure of Benton Crossing Landfill at the end of 2022, Mammoth Disposal is now using their new long-haul transfer facilities in the Industrial Park. The office portions of the project are not complete, and the transfer facility is operating under a Temporary Certificate of Occupancy with the permission of MCWD, the MLFD, and the Town Building Department. The front office is expected to be completed in the coming months. The Mammoth Disposal Transfer Station was permitted to accept up to 15 tons per day of municipal solid waste (MSW). The expansion to a large-volume transfer station permits up to 500 tons of MSW per day.
- **Town of Mammoth Lakes Community Recreation Center (CRC)** – Work on this project is progressing. The sprung structure is planned to be erected and operational later in 2023.

- **60 Joaquin Road** – The Town of Mammoth Lakes is working on this 4-unit affordable housing project. The plan is to develop it as a Planned Unit Development (PUD) and construct it using the Design-Build procurement method.
- **The Villas Phase 3 (Obsidian)** – This approved tentative tract map will add more condo units to the north of Obsidian Phase 2 (formerly Tallus). The project would connect a new water main between Dorrance Drive and Callahan Way.
- **Terra Blanca Townhomes** – This proposal would redevelop the La Sierra’s property into townhomes.
- **Mammoth Creek Inn Remodel** – This hotel remodel project has seen lots of changes, red-tags, starts and stops. The TOML Building Department has initiated an enforcement action requiring project completion by spring of 2023. After then, fines will begin to accrue.
- **Mammoth View** – This project is coming back after a long silence. The latest proposal includes 19 duplex single family residence buildings (38 units) in the upper portion with vehicular ingress and egress through Viewpoint Road; as well as 14 townhome triplex units across 5 buildings fronting Alpine Circle; and 6,750SF of commercial space on the corner of Main Street and Mountain Boulevard.
- **Permit Processing, Forms and Applications** – The new Tyler EnerGov Permit Software System is live. Staff continues to implement the system and work out bugs.

Executive Summary

The SCADA upgrade project continues as planned with the District currently running parallel SCADA systems until the transition to the new system is finalized. ISD also continues to assist Engineering Water and Sewer Modeling efforts; compiling hourly usage data from Neptune 360 and developing a utility network to run the models. ISD is working with Maintenance Crews to troubleshoot and update network settings at the GWTP 2 R450 Data Collector. ISD also worked with MLFPD crews to update their Hydrant Dig Out field mapping applications. Finally, the MCWD Security Committee conducted a quarterly meeting to report on accomplished objectives and set goals for future security initiatives during the coming year. Please see below for further details.

Hardware Systems

- *SCADA System Upgrade* – ISD and Operations have completed the server and network hardware implementation portion of the District SCADA System upgrade. MCWD is currently running parallel SCADA systems until all configuration and communication is finalized from the old system to the new system. Staff are currently eliminating old erroneous tags and setting up reporting protocols for data. Once the new system is fully tested and stable, the older SCADA system will be decommissioned. The system is being engineered and configured for current security recommendations.
- Two more of the sixteen bulk order PCs under the newly revised MCWD Workstation Replacement Program have been setup and deployed (total of thirteen deployed so far this year). The remaining three PCs will be setup as time permits.
- ISD continues work with Mechanical Maintenance to troubleshoot the problematic GWTP 2 R450 Data Collector. ISD started a circuit analysis with Verizon and tried new 5G SIM cards to no avail, so staff are researching options for transitioning that Data Collector to a local network signal.
- Replaced faulty drives in MCWD NAS backup device, wiped and destroyed old drive.
- Ongoing hardware support, maintenance, and updates.

Software Systems

- ISD continues to assimilate and review data with Engineering for all MCWD AMI accounts for a year within the Neptune API. The data is being used to extrapolate diurnal characteristics and update and calibrate MCWD Engineering Water and Sewer models. ISD and Engineering staff are currently creating GIS and Excel tools to apply the data to the models.
- EnerGov –ISD and Engineering staff are conducting bi-weekly meetings to address a list of permit process enhancement items through EnerGov. During the past month, staff have improved plan review and reporting functionality within EnerGov and are currently working with Finance and Incode to implement a process for accepting permit payments via credit card. ISD and Engineering continue to discuss the long-term strategy for further development of the EnerGov platform.
- Performed 811 Know Before You Dig Ticket email distribution group maintenance and testing for all users after Line Maintenance Supervisor created a new primary MCWD account from new 811 Ticket management platform.
- Setup a new toll-free number for Tyler MCWD Smart Meter Portal SMS messaging in accordance with recently revised Tyler and mobile network operator policies.
- Evaluating options for potential new MCWD website hosting in accordance with Brown Act and ADA requirements and will likely give the MCWD website a revamp during the coming year.

- Ongoing software support, maintenance, and updates.

Administrative

- The MCWD Security Committee met on February 14th, 2023, for a quarterly recap of recent digital and physical security objectives and discussion of upcoming activity. Some of the recent accomplishments include the implementation of the new SCADA system and NVR Security System, and overall network infrastructure improvements, as well as the re-key project for all District facilities. Upcoming security activity will include increased cybersecurity measures and training, as well as physical repair of District fencing after a significant winter season. In addition, the District will be conducting a comprehensive radio communications project upgrade. Look for further status updates on Security Committee objectives over the coming months.
- Compiled and disseminated Mammoth Lakes Fire Safe Council (MLFSC) documentation and agreements for SNC Grant #1094 for Lakes Basin Hazardous Fuels Reduction to representatives of the Eastern Sierra Climate and Communities Resilience Project and Whitebark Institute.
- Setup new Line Maintenance Worker and Principal Administrative Analyst user accounts, phones and PCs with appropriate permissions and software access.
- Finalized Operating Budget preparation activity for Department 130, Information Services Department.
- Worked with Finance and PSD to complete and submit ACWA/JPIA Insurance Application.
- Conducted Office 365 maintenance, distribution group and email account administration.
- Continued administration of VoIP phones, iPads, laptops.

Network

- ISD is developing increased cybersecurity measures by employing Multi-Factor Authentication (MFA) across the MCWD network. ISD plans to rollout increased security objectives within the District environment during the coming year.
- Updated Protect Portal operating system to latest version for MCWD Network Video Recorder security appliance.
- Selected and implemented Office 365 backups for MCWD standard licensed users, currently backing up 49 accounts.
- Researching and selecting security awareness training program and software to enhance MCWD staff cybersecurity training and resources.
- Managing remote access client connection software and devices, administering additional machines and users as necessary for remote access.
- Network segregation, access control configuration and security planning related to SCADA upgrade project. Upcoming administrator training for user management on new SCADA network.
- Investigated and isolated MCWD WWTP Conference VoIP Phone after it was compromised and started making erroneous calls, ultimately the device was recovered and reset for use.
- All network systems secure, no data loss or intrusions.

GIS

- ISD staff worked with MLFPD to update and transition the Hydrant Dig Map GIS application from Collector to Field Maps. MCWD works with MLFPD during large snow events to help facilitate

priority hydrant dig-out locations for MLFPD and their crews. The field crews utilize the Field Map application on iPads to locate and then mark a hydrant as “dug out”. The hydrant status can be reset as needed based on snowfall amounts. ISD and Engineering also partner with MLFPD utilizing field mapping applications for fire flow testing hydrants as well.

- Setup standalone geodatabases and map projects for both Line Maintenance Toughbooks, giving field crews full access to MCWD GIS regardless of network or WiFi status.
- ISD continues work with Engineering staff to create a GeoNetwork and/or Utility Network for InfoSewer Modeling projects utilizing MCWD Sewer dataset. ESRI has contacted MCWD to conduct an upcoming interview on how we are applying GIS technology for sewer/water modeling efforts.

MCWD Websites

- Continued maintenance and security for all MCWD web platforms: MCWD Internet, MCWD Intranet, and MCWD GIS Portal.
- Postings or updates to Internet/Facebook sites
 - Mammoth Creek Streamflow Data ending 1-31-23.
 - Updated all Permit sections with updated information and form-fillable PDFs.
 - Updated Our Staff page per recent staffing changes.
 - Construction Project Specialist position posted to Employment page and Facebook.
 - Posted 11-17-22 and 12-15-22 Board Meeting Minutes.
 - CWEA Wastewater Treatment Plant of the Year Award Press Release 2-9-23.
- Postings or updates to Intranet site
 - Performed general maintenance; updated Department Pages, Staff Schedule, and Phone Contact List.
 - Presentation of MCWD Watering Hole at February All-Staff Meeting on 2-1-23.

Administration

- Continuous and ongoing activities associated with day-to-day administration, including but not limited to:
 - Administrative, organizational, and operational policy development, guidelines, implementation, and related day-to-day projects
 - Non-personnel and personnel-based legal matters, e.g., ADA/FEHA, COBRA/CalCOBRA, etc.
- Ongoing activities working with LCW on updating the District's Personnel Manual (Chapters 4 and 5 MCWD Code)
- Legislative/Client Update 02/2023 (provided by LCW/CSDA):
 - None to report at this time

Workforce Planning

- Effective Sunday, 01/15/2023, please congratulate Rob Motley on his promotion to Water and Wastewater Maintenance Superintendent, Maintenance Department
- Effective Wednesday, 02/22/2023, please welcome Michael Draper, Principal Administrative Analyst, General Manager's Office, Regulatory Services Division
- Ongoing administration of three recruitments in the General Manager's Office, Operations Department, and Maintenance Department
- Ongoing monitoring of COVID-19 related regulation updates
- Attended Tamarack HOA Meeting 01/25/2023

Risk/Safety/Training

- Risk/Safety:
 - Process safety tailgate and wellness activity logs for 02/2023 safety incentive program
 - Monthly restock of Cal/OSHA compliant first aid safety kits at all locations
 - Continuous and ongoing activities associated with the Injury and Illness Prevention Program written programs development and guidelines
 - Continuous and ongoing activities associated with manual to electronic conversion of Cal/OSHA required Hazard Communication Safety Data Sheets (SDS)
 - Claims received and/or processed:
 - One claim received and processed
- Training:
 - Webcasts/onsite/offsite training processed, provided, attended, and/or proctored this month:
 - ACWA JPIA – Alliant Cyber Liability Application Webinar 01/25/2023
 - ACWA JPIA – Hinge Health Webinar 01/25/2023
 - HRCInsights – How Much Does Manager Development Impact Employee Engagement? 02/13/2023
 - AWWA – Water Sector Compensation, Retirement and Benefits Trends Webinar 02/15/2023
 - ACWA JPIA – Virtual HR Group Meeting 02/15/2023
 - LCW – Public Service Customer Service Webinar 02/15/2023
 - ACWA JPIA Hot Java and Hot HR Topics - Understanding Modified Duty 02/16/2023
 - HRCI Alchemizing HR – Employment Law Updates for 2023 - 02/16/2023
 - ACWA JPIA – Progyny Webinar 02/23/2023

MAMMOTH COMMUNITY WATER DISTRICT

Regulatory Support Services

February 2023

Agenda Item: B-7

02-23-2023

The pertinent topics typically covered in the monthly Regulatory Services Report are being addressed in other department reports.

The General Manager's report is designed to summarize important District activities and to highlight developments that may require Board action in the future.

Key items for the past month included FY24 Budget planning, property tax allocation meetings, local agency coordination meetings, District Code/Policy project, and work force planning.

Other ongoing items included working with the local development community, groundwater monitoring and planning activities related to geothermal development projects and working with state regulators on the District's waste discharge and recycled water permits. We also continue to monitor local and state activities related to COVID-19.

Departmental / General

Staff Resources and Management

- Annual FY24 budget development for all departments
- Exploring short-term and long-term workforce planning strategies with management staff. Considerations are based on current and anticipated vacancies, specific workflow needs for supporting District operations, department head input and recommendations, along with agency benchmarking comparisons.
- Monthly General All-Staff and Senior Management staff meetings
- Monthly Engineering, Operations, and Maintenance (EOM) collaborative meetings, reporting on and tracking progress for current and future capital projects and programs

District Employee Home Purchase Assistance and Rental Programs

- The District currently has six employees participating in the EHPAP shared value option and two employees in the loan option.
- The District currently has eight rental units occupied by MCWD staff. There's also a waiting list with three staff interested in District owned rental units. The Board has directed District management to monitor local economic conditions to find potential opportunities to increase the number of rental units available to staff. Management is also exploring options for utilizing District owned property to expand housing opportunities for staff.

COVID-19 Response

California has announced they will be ending the COVID-19 pandemic state of emergency on February 28, 2023. Pending California's official February 28th end to the COVID-19 pandemic state of emergency MCWD remains at the low risk level (Level 1) of the District's COVID Risk Minimization and Outbreak Plan. We continue to monitor conditions related to COVID-19 and will modify our risk level accordingly. Risk Level #1 provides for the following:

- Maintaining essential water and wastewater services to the community
- District offices are open to the public
- Assignment of remote work where appropriate

Management continues to focus on communications, utilizing a mix of both Zoom video conferencing and in-person meetings to coordinate with the community and District staff.

Water and Wastewater

On April 21, 2022 the Board approved a motion to move the District into water conservation Level 3. The increased conservation measures were needed to reduce water demand to better align with surface water and groundwater supply availability associated with current drought conditions. This was also in alignment with the Governor's executive order and State Water Resources Control Board's implementation of additional conservation measures, particularly related to landscape use.

Prior to the March 16, 2023 regular Board meeting, staff plans to evaluate the snow pack and associated water content and how it relates to the District's surface and groundwater supplies. Based on the current and anticipated water content in the Mammoth Lakes water shed basin staff will likely have a recommendation at the March Board meeting for a reduction from the District's current water conservation level 3.

Water Operations is currently utilizing a mix of groundwater and surface water as the community's water source.

Total water produced in January 2023 was 43.7 million gallons, which is up from the 42.7 million gallons produced in January 2022. Water sources included, 87% surface water, 13% groundwater and 0% recycled water. Currently, Lake Mary has a balance of 203 ac/ft, which is 33% of the District's 606 acre feet of surface water storage capacity.

January average daily wastewater flows were 1.35 million gallons for a total of 41.7 million gallons treated for the month. (See B-1 Operations Department report for more details)

Financial Management

Department managers and supervisors worked closely with Finance Department staff on development of the District's FY 2024 draft budget, which is being presented for Board review and comment at this month's Board meeting. The District's FY 2023 financials continue to show revenue tracking above budgeted projections with expenses below budgeted projections. (See B-3 Finance Department Report for more details)

Letters of Support, Contracts and Agreements

- Signed a MOU with Mono County Health Department granting access to wastewater flows for sampling and measuring levels of communicable diseases in the Mammoth Lakes community.

Departmental Activities

- Engineering Department continues to support the many active and planned construction projects at the District and throughout the community. (See B-4 Engineering Department Report for more details)
- Please welcome new Principal Analyst Michael Draper who will be leading the District's Regulatory Services Division. The division's activities continued including regulatory support, conservation efforts monitoring and notifying customers with water leaks, processing rebates, administering Backflow and FOG programs, and PR/advertising.
- Personnel Services Department activities include working with the District's labor counsel on bringing the Personnel Manual up to date with current requirements, work force planning related to vacant positions, and communications with L12 Union. (See B-6 Personnel Services Report for more details)
- Information Services Department continues to support all department's technology needs. (See B-5 Information Services Report for more details)
- Operations Department staff continue to monitor water and wastewater production for compliance with all regulations. (See B-1 Operations Department Report for more details)

- Maintenance Department staff are working on in-house construction project planning and meeting maintenance goals and requirements. (See B-2 Maintenance Department Report for more details)

Projects/Related

Snowcreek VIII Annexation and Public Agency Property Tax Reallocation

District staff continued to work with Mono County's Local Agency Formation Commission (LAFCO) Executive Director and Mono County staff on property tax allocation/sharing for three parcels which LAFCO annexed into the District's service area in 2018 and 1983. Annexation of the three parcels into the District's service area allows for development on the parcels by providing the required water and wastewater services.

Because the District does not currently receive property tax from the annexed parcels, Mono County receives additional property tax funds compared to the rest of the Mammoth Lakes community, where they receive an average of 33 percent. Mono County will be providing no additional community services to the annexed parcels beyond what they provide to existing Mammoth Lakes residents. It's key to note that back in 2018 all local agencies, including Mono County, agreed that annexation was the most beneficial approach to fund and provide services needed to meet the Snowcreek VIII development plan as approved by the TOML Planning and Economic Development Commission. District staff are continuing to work with LAFCO and Mono County with a goal of appropriately reallocating property taxes to fund water and wastewater services to the development. (See Agenda item C-5 Staff Report for further details)

MCWD Code Book Review and Update

MCWD staff continue to work on reviewing and updating the District's Code. The ad-hoc committee had its first meeting in May 2022 where they received an introduction to the many components making up this project and provide staff with direction for moving forward. This extensive project will bring the District's Code into alignment with

Lakes Basin Fuels Reduction Project

The District's Regulatory Services staff will continue to provide administrative support on a new plan to complete the remaining portion of this project. This will extend the District's original agreement by one year for providing administrative support to the project. The extension is needed to support completion of this important community project, which stalled during the COVID-19 pandemic. Moving forward, Mammoth Lakes Fire Safe Council plans to work with the Whitebark Institute to complete the project over this coming summer.

Alterra/MMSA Main Lodge Development

Alterra/MMSA has proposed a new Main Lodge development Master Plan and recently submitted environmental scoping documents for their project to the TOML which listed a new on-site package treatment plant to handle their wastewater needs. The District provided comments on project scoping documents and will continue to stay apprised of any potential changes as the project develops. (See B-4 Engineering Department Report for more details)

MCWD Water Discharge Requirements (WDR)

Lahontan staff continue to indicate they are supportive of initiating a study of the Laurel Pond area to better identify the appropriateness of specific use classifications. The study is likely to take up to four years after which time Lahontan will provide comments on updating the District's WDR which has the associated potential for

treatment process changes at the WWTP. (See B-4 Engineering Department report for more details)

Limelight Hotel and Proposed Geothermal Development

MCWD continues to work collaboratively with local agencies and the Limelight development team. Both entities signed a Letter of Intent (LOI) ensuring the protection of our community's potable groundwater sources from Limelight's proposed development of geothermal as the heating source for their hotel project. Per the LOI the Limelight group withdrew geothermal as part of their current hotel development plans until an agreement can be reached with MCWD on a groundwater mitigation and response plan (GMRP) to protect the cold-water aquifer while still using geothermal as a renewable energy source.

MCWD is currently working with Limelight staff and consultants on finalizing the GMRP. The common goal is to establish appropriate mitigation and monitoring measures which both ensures our community's groundwater supply is adequately protected and also provides the Limelight Hotel with a green and sustainable heating source.

CD IV Expansion Project Geothermal/Groundwater Monitoring

See B-4 Engineering Department report for on-going activities.

Mammoth Community Water District

Draft Budget for the Fiscal Year April 1, 2023- March 31, 2024

February 2022

Jeff Beatty

Introduction

The mission of the Mammoth Community Water District is to provide excellent water and wastewater services to the Town of Mammoth Lakes. The annual budget is the roadmap to accomplishing our mission. The budget describes the source and expected amounts of revenue and defines the expected types and amounts of expenditures. Once approved by the Board, the budget defines strategic and operational direction and grants authority to the managers and staff of the District to expend resources to deliver water and wastewater services.

The budget is a collaborative effort that incorporates the strategic plan developed by staff and approved by the Board. Leaders from each department are involved in the planning and allocation of resources to effectively and efficiently accomplish our mission. The budget is guided by the experience of past years and anticipates plans for the coming year.

The budget is organized into funds representing type of service (Water or Wastewater), function (Administration, Operation, or Capital) and lifecycle (Replacement or Expansion). Each fund is intended to be self-contained with balanced revenue and expenses and an appropriate reserve. The budget is primarily focused on the 2024 fiscal year (FY) and looks forward to FY 2025-2034 to project available fund balances.

The District receives revenue primarily from property taxes and fixed and variable charges for water and wastewater services from our customers. Other revenue sources are connection fees for new water/wastewater customers, fees for lab and engineering services, and interest on invested funds. The District spends money on capital assets, personnel and operating expenses, and services from outside experts.

Revenue from water sales is variable based on the availability of surface water supplied by the winter snowpack. In a low-snow year, water conservation measures may be implemented to reduce water use, which results in a corresponding reduction in water sales revenue. Revenue from water sales typically represents less than 10% of the total revenue, so potential reductions in this revenue source will not have a substantial effect on total District revenue.

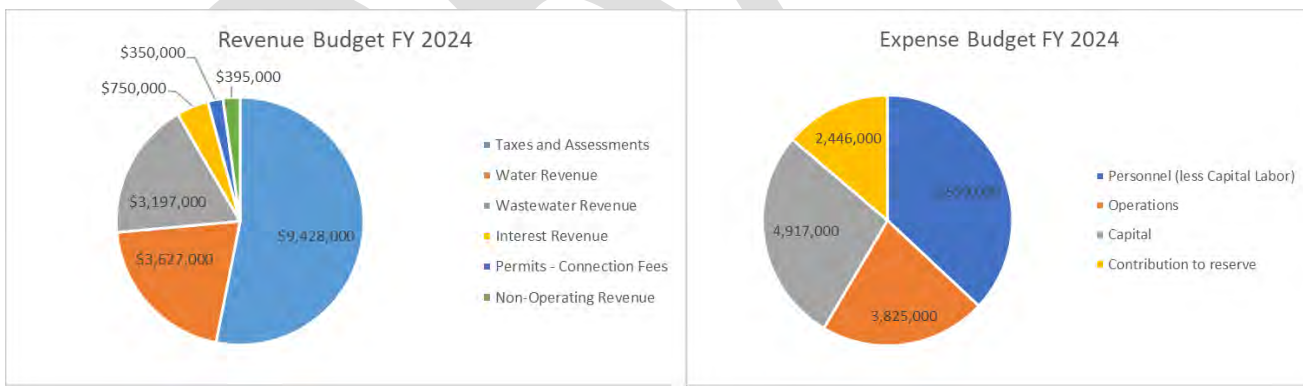
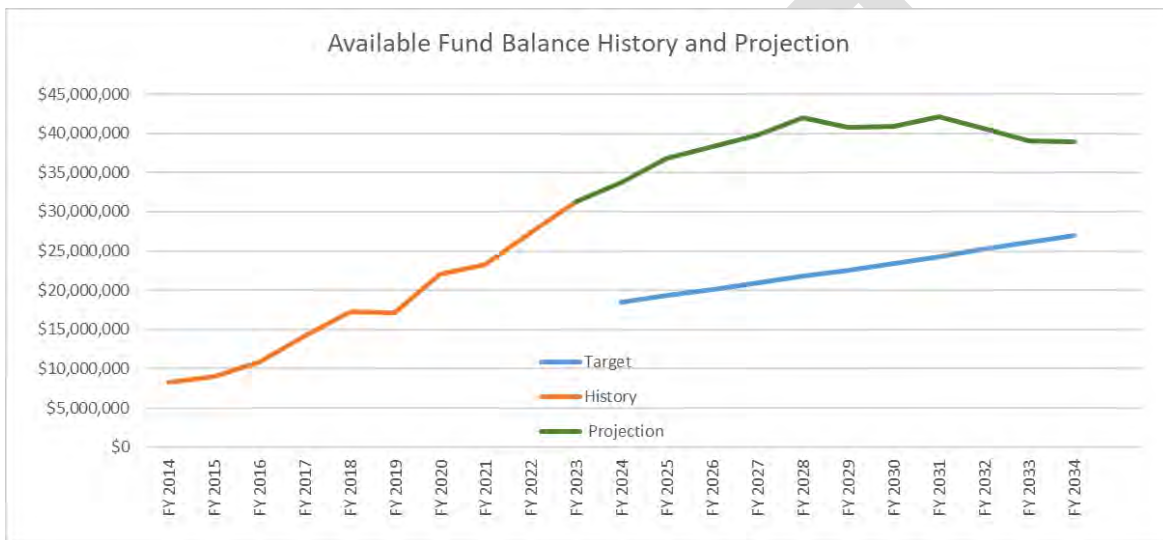
Total revenue for FY 2024 is budgeted at \$17,747,000. Budgeted expenditures on operations, personnel, and capital are \$15,301,000. The difference of \$2,446,000 (approximately 13.8% of revenue) will be added to our operating and capital reserves to prepare for future needs.

Account	FY 2023 Budget	FY 2023 Proj.	FY 2024 Budget	Change - FY 2023			
				Budget to FY 2024	Proj. to FY 2024		
				Budget	Budget		
Total Revenue	15,713,400	17,050,000	17,747,000	2,033,600	13%	697,000	4%
Personnel (less Capital Labor)	6,124,300	5,990,000	6,559,000	434,700	7%	569,000	9%
Operations	3,740,300	3,693,000	3,825,000	84,700	2%	132,000	4%
Capital	4,260,100	3,680,000	4,917,000	656,900	15%	1,237,000	34%
Contribution to reserve	1,588,700	3,687,000	2,446,000	857,300		(1,241,000)	

The District has adopted an operations and capital reserve policy that defines targets for financial reserves consistent with prudent planning and risk management. The projected reserve balance at the beginning of FY 2024 is approximately \$31,308,000. The target reserve balance at the end of FY 2034 is approximately \$27,016,000. If revenue and expenses occur as projected, the 2034 reserve balance will be approximately \$38,932,000.

The District’s Reserve Policy and the FY 2024 Fund Reserve Targets are included as Attachment A to this document.

The orange line on the graph below represents the District’s historical available fund balance. The green line represents the projected fund balance. The blue line represents the target fund balance defined by the reserve policy.



This presentation is organized by:

- Revenue budget and fund balance projections
- Budgeted Operations expenses
- Budgeted Personnel expenses
- Budgeted Capital expenditures

Revenue Budget

The total revenue budget of \$17,747,000 for FY 2024 represents a 12.9% increase from the FY 2023 revenue budget and a 4% increase from the 2023 revenue projection.

- Property tax revenue in FY 2023 is projected to be 8.8% higher than the previous fiscal year. The average annual increase from FY 2016 to FY 2022 has been 4.3%. Property tax revenue for FY 2024 is budgeted at 7.7% above the FY 2023 budget and 4% above the FY 2023 projection.
- Water and wastewater base rates are budgeted at a 2% increase from FY 2023. At the time of preparation of the FY 2024 budget the Mammoth Lakes watershed is at 135% of average water content for the season. The water conservation level for the summer of 2023 will be set by the Board based on precipitation for the balance of the season and the rate of groundwater recharge.
- The commercial wastewater flow charge was rolled into the wastewater base rate revenue in FY 2023. To provide better tracking and accountability, this revenue category is separated out in FY 2024.
- Connection fee revenue is assigned to the water and wastewater expansion funds and will be used for capital projects that expand the capacity of our water and wastewater systems. Connection fee revenue varies significantly from year to year based on economic conditions and residential and commercial development in town. The possibility of economic slowdown over the next year might decrease the development activity in town, and connection fee revenue has been budgeted higher than the FY 2023 budget but lower than the projected 2023 revenue.
- Interest revenue is the net of dividends paid by the investments in the portfolio and the gain or loss in the market value of the portfolio. Market interest rates have risen substantially over the last year and the Federal Reserve expects to increase short-term interest rates even more before beginning to reduce rates. The interest revenue is calculated based on the dividend yield of the portfolio with the expectation securities that mature over the course of the year will be replaced by higher-yielding securities.

Table A shows the budgeted revenue for FY 2024 with comparisons to the budgeted and projected revenue for FY 2023.

Table B shows projections of revenue and expenses for FY 2024 and the following five fiscal years with the projected available reserve balance for each year.

Table A – FY 2023 Budgeted Revenue

Account	Projection		Budget FY	Change - FY 2023		Change FY 2023	
	Budget FY 2023	FY 2023	2024	Budget to FY 2024		Proj. to FY 2024	
Billing - Water Usage	1,671,923	1,699,100	1,733,000	61,077	3.7%	33,900	2.0%
Water Base Rates	1,892,464	1,856,700	1,894,000	1,536	0.1%	37,300	2.0%
Wastewater Base Rates	2,853,000	3,134,700	2,696,000	(157,000)	-5.5%	-438,700	-14.0%
Wastewater Flow - Commercial		0	501,000	501,000		501,000	
Engineering Revenue	75,000	46,700	40,000	(35,000)	-46.7%	-6,700	-14.3%
Housing Rents	103,000	110,000	142,000	39,000	37.9%	32,000	29.1%
Miscellaneous Revenue	117,000	381,500	213,000	96,000	82.1%	-168,500	-44.2%
Permits - Connection Fees	250,000	500,000	350,000	100,000	40.0%	-150,000	-30.0%
Property Tax Revenue	8,751,000	9,065,000	9,428,000	677,000	7.7%	363,000	4.0%
Interest Income	0	255,900	750,000	750,000		494,100	
Total Revenue	15,713,387	17,049,600	17,747,000	2,033,613	12.9%	697,400	4.1%

Table B – Projected Revenue, Expenses, and Available Fund Balances

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Budget	Projection	Projection	Projection	Projection	Projection
Revenue (excluding Connection Fee)	\$ 17,397,000	17,744,940	18,099,839	18,461,836	18,831,072	19,207,694
Connection Fee Revenue	\$ 350,000	360,500	371,315	382,454	393,928	405,746
Personnel Expense (excluding Capital Labor)	\$ 6,559,000	6,821,360	7,094,214	7,377,983	7,673,102	7,980,026
Operating Expense	\$ 3,825,000	3,939,750	4,057,943	4,179,681	4,305,071	4,434,223
Capital R&R Expense	\$ 4,917,000	4,261,000	3,792,000	5,823,000	5,016,000	5,192,000
Capital Expansion Expense	0	0	2,044,000	0	0	3,326,000
Addition (Reduction) to Capital Reserves	\$ 2,096,000	2,722,830	3,155,682	1,081,172	1,836,899	1,601,444
Addition to Expansion Reserves	\$ 350,000	360,500	(1,672,685)	382,454	393,928	(2,920,254)
	Projected ending balance	Projected ending balance	Projected ending balance	Projected ending balance	Projected ending balance	Projected ending balance
Operating/Capital Fund Reserve	\$ 29,604,000	\$ 32,326,830	\$ 35,482,512	\$ 36,563,684	\$ 38,400,583	\$ 40,002,027
Expansion Fund Reserve	\$ 4,150,000	\$ 4,510,500	\$ 2,837,815	\$ 3,220,269	\$ 3,614,198	\$ 693,943
Total Fund Reserve	\$ 33,754,000	\$ 36,837,330	\$ 38,320,327	\$ 39,783,953	\$ 42,014,780	\$ 40,695,970

	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Projection	Projection	Projection	Projection	Projection
Revenue (excluding Connection Fee)	19,591,848	19,983,685	20,383,358	20,791,025	21,206,846
Connection Fee Revenue	417,918	430,456	443,370	456,671	470,371
Personnel Expense (excluding Capital Labor)	8,299,227	8,631,197	8,976,444	9,335,502	9,708,922
Operating Expense	4,567,250	4,704,268	4,845,396	4,990,757	5,140,480
Capital R&R Expense	2,211,000	5,201,000	5,985,000	4,832,000	4,195,000
Capital Expansion Expense	4,709,000	646,000	2,547,000	3,673,000	2,741,000
Addition (Reduction) to Capital Reserves	4,514,370	1,447,220	576,518	1,632,766	2,162,444
Addition to Expansion Reserves	(4,291,082)	(215,544)	(2,103,630)	(3,216,329)	(2,270,629)
	Projected ending balance	Projected ending balance	Projected ending balance	Projected ending balance	Projected ending balance
Operating/Capital Fund Reserve	\$ 44,516,397	\$ 45,963,617	\$ 46,540,135	\$ 48,172,901	\$ 50,335,345
Expansion Fund Reserve	\$ (3,597,138)	\$ (3,812,682)	\$ (5,916,313)	\$ (9,132,642)	\$ (11,403,272)
Total Fund Reserve	\$ 40,919,258	\$ 42,150,935	\$ 40,623,823	\$ 39,040,259	\$ 38,932,073

Operations Budget

The FY 2024 operations budget of \$3,825,143, reflects an increase of \$133,580 (4%) from the FY 2023 budget.

Some significant changes in the FY 2024 budget include:

- An increase of \$178,200 to the M&R-Buildings budget for a project to improve the energy efficiency of the Admin building
- An increase of \$51,530 to the Outside Services budget for a planned salary survey and an increase to the cost of sludge hauling.
- An increase of \$49,460 to the Operating Chemicals budget to reflect the impact of inflation
- An increase of \$43,296 to the Software Licenses budget and \$25,000 to IT Services related to increased focus on cyber-security
- An increase of \$24,560 to M&R-Line/Equipment partially related to an upgrade to our two-way radio system to provide redundant communications during emergencies
- A decrease of \$208,000 to Electricity expense with the expectation we will have increased use of surface water
- A decrease of \$96,250 to Professional Services primarily related to a transfer of cost related to geo-thermal monitoring

Table C shows the operating budget for each category with comparisons to the prior year's budget and projected expense.

Table C – Operating Budget Comparison

Acct-Name	FY 2023 Budget	FY 2023 Projection	FY 2024 Budget	Change	
6100-Outside Services	181,675	188,718	233,205	51,530	28%
6101-Property Tax Admin. Fee	220,000	216,680	220,000	0	0%
6102-Sludge Disposal	46,750	36,318	46,750	0	0%
6105-Software Licenses/Agreements	234,105	253,088	277,401	43,296	18%
6106-IT Services	37,000	29,615	62,000	25,000	68%
6108-Banking Fees	45,840	52,949	45,840	0	0%
6110-Professional Services	230,150	164,438	133,900	(96,250)	-42%
6111-Outside Lab Services	71,000	46,144	63,000	(8,000)	-11%
6114-Equipment Rental	10,000	0	10,000	0	0%
6115-Employee Housing Expenses	73,464	86,739	73,464	0	0%
6120-Operating Tools/Equipment	46,200	64,582	47,700	1,500	3%
6123-Employee Engagement	28,360	29,634	20,110	(8,250)	-29%
6124-Employee PPE/Uniform	21,225	20,846	23,575	2,350	11%
6125-Gasoline	38,340	39,901	40,690	2,350	6%
6126-Diesel Fuel	14,640	37,461	24,620	9,980	68%
6130-Insurance	170,500	199,102	176,600	6,100	4%
6140-Legal Services	85,000	80,276	85,000	0	0%
6145-M & R - Line Repair/Equipment	250,038	236,868	279,878	29,840	12%
6150-M & R - Buildings	151,040	88,360	329,240	178,200	118%
6155-M & R - Vehicles	93,060	157,311	109,372	16,312	18%
6160-Memberships/Certifications	51,717	54,131	47,977	(3,740)	-7%
6165-Permit Meters	15,000	30,405	15,000	0	0%
6179-Operating Chemicals	277,159	340,483	326,619	49,460	18%
6180-Operating Supplies	115,800	118,680	112,880	(2,920)	-3%
6181-Computer Systems/Equipment	69,300	41,423	54,500	(14,800)	-21%
6185-Postage/Freight	9,698	9,458	10,094	396	4%
6190-Advertising Publications & PR	23,500	22,938	28,000	4,500	19%
6192-Books & Subscriptions	1,250	751	1,985	735	59%
6200-Safety	29,440	29,989	37,508	8,068	27%
6205-Permits & Licensing	90,840	94,180	95,125	4,285	5%
6207-Settlement Cost	14,000	13,677	14,000	0	0%
6210-Telephone	46,563	43,538	46,790	227	0%
6215-Training & Meetings	73,060	73,219	84,081	11,021	15%
6220-Travel Expenses	47,850	40,696	69,300	21,450	45%
6225-Uncollectables	0	9,904	0	0	0%
6230-Utilities - Electric	551,000	523,874	342,900	(208,100)	-38%
6231-Utilities - Propane	35,000	45,470	44,000	9,000	26%
6237-Water Conservation	192,000	170,663	192,040	40	0%
Total	3,691,563	3,692,510	3,825,143	133,580	4%

Negative numbers represent a reduction in budget from last fiscal year and positive numbers represent an increase from last year.

Personnel Budget

The FY 2024 District personnel budget of \$6,929,754 is 7.8% higher than last fiscal year. The number of permanent positions at MCWD remains at 42 for FY 2024. The District’s Organizational Chart is included as Attachment B.

The personnel budget includes \$199,000 (2.9% of the total personnel budget) for four temporary employees who will work on the summer construction projects. In previous years, the summer construction crew has been contracted from an employment agency and included only in the Capital budget. In addition, two summer interns are included in the budget for special work planned in the Laboratory and Engineering.

The cost of District labor on capital projects is included in the Capital budget. To avoid double counting, the capital labor of MCWD employees is subtracted from the total personnel budget when presenting the combined budget overview. The capitalized labor component is \$371,000.

Table D provides a high-level view of expenses for MCWD personnel and a comparison to FY 2023.

Table D – Personnel Expenses Comparison

	Total Pay	Pension	Insurance	FICA tax	WC Cost	UI Cost	Total Cost
FY 2024 Budget	4,685,718	989,916	1,015,169	79,481	90,293	69,177	6,929,754
FY 2023 Budget	4,358,967	931,966	991,774	64,987	67,418	11,700	6,426,811
Change '24 - '23	326,751	57,950	23,396	14,494	22,875	57,477	502,944
% Change	7.5%	6.2%	2.4%	22.3%	33.9%	491.3%	7.8%

Capital Budget

The District has approximately \$62 million (net of depreciation) in capital assets including, wells, distribution and collection lines for water and wastewater, water and wastewater treatment plants, buildings, vehicles, and equipment. These assets are essential to our mission of reliably providing water and wastewater service to our customers. The capital budget represents the cost of incrementally refurbishing or replacing our infrastructure as it wears out in service and adding new infrastructure to increase the efficiency of operations. This capital budget of \$4,917,104 includes improvements to the distribution and collections systems, rehabilitation of two water tanks, rehabilitation of two production wells, potential acquisition of a location for an additional water tank, and expansions of the wastewater lines in the Parcel and Hwy 203 near Center Street.

Each current-year project is given a Business Risk Evaluation (BRE) rank based on the likelihood and consequence of failure to complete the project. This ranking serves to prioritize projects within and across years.

Table E lists capital projects planned for the next five years. The timing and cost of future projects is speculative, with uncertainty increasing each year. Engineering analysis has determined what infrastructure will likely be needed to meet water supply and treatment demands at buildout, but many variables are unknown. Projects listed without a cost estimate in FY 2024 – FY 2028 are scheduled for years after FY 2028. The cost for future-year projects is factored up for inflation.

Table E – Capital Projects

Description	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget
Water Distribution System Improvements	390,247	525,000	538,000	558,000	579,000
Wastewater Collections System Improvements	358,578	473,000	484,000	502,000	521,000
Tank T-8 Replacement	50,000		1,614,000		
Hwy 203 Sewer Main	222,704				
Parcel Relief Main - Center St	235,860				
Tank T-2 Rehab	430,000				
Well Rehab	224,821				
LMTP backwash tank Rehab	141,125				
West Twin LS upgrade (PLC, mechanical)	71,769				
Zone 2B Storage	500,000			2,232,000	
Seismic retrofits	50,000	473,000			
Water Treatment Plant upgrades		368,000		391,000	
Wastewater Treatment Plant upgrades		368,000		391,000	
EHPAP	400,000	420,000	430,000	437,000	463,000
MCWD condo purchase	1,100,000				
MCWD on-site housing		400,000	430,000		
SCADA Server Replacement					243,000
PLC Upgrade					
Tank T-2 Rehab		630,000			
Well Rehab		315,000		335,000	
LMTP Upgrades				112,000	116,000
WWTP Upgrades		210,000	215,000	223,000	232,000
Lift Station Rehab					
Groundwater Treatment Upgrades				167,000	174,000
Water Tank Rehab					
Replacement Wells					2,138,000
WWTP Filter Replacement					
Rehab North EQ Basin					
Replace solar system inverters					463,000
Loop Industrial Park/Mammoth RV Park				-	
Fuel Storage Tank Replacements					
Expansion Wells			2,044,000		
Administrative Infrastructure Expansion					
Knolls Transmission Line Expansion					
Meridian Sewer Expansion					
Old Mammoth Interceptor Expansion					
Projects Total	4,175,104	4,182,000	5,755,000	5,348,000	4,929,000
Capital Equipment					
Replacement Service Vehicle	45,000	79,000	81,000	84,000	87,000
Replacement for Bobcat 250	97,000				
Replace Vector #51	600,000				
Replacement for heavy equipment				391,000	
Equipment Total	742,000	79,000	81,000	475,000	87,000
Total	4,917,104	4,261,000	5,836,000	5,823,000	5,016,000

MAMMOTH COMMUNITY WATER DISTRICT

OPERATING AND CAPITAL RESERVE POLICY

Approved: March 17, 2016

Amended: November 17, 2022

POLICY

It is fiscally responsible to set aside cash reserves to prepare for planned and unexpected expenses in the future. To ensure equity between current and future ratepayers, a portion of each year's revenue should be reserved for the replacement of assets that are currently in use. Customers who receive the benefit of the water and wastewater infrastructure should contribute to the replacement of those assets as they age so the cost is shared appropriately between current and future ratepayers.

For each of the funds below, a benchmark for appropriate reserves is provided, and description of circumstances when use of reserve funds is recommended.

The recommended annual contribution to reserves will be the lesser of 5% of revenue or the difference between the total target reserve balance and the total current reserve balance.

Fund 10 – Administrative Operation:

- Operating reserve equal to average current liabilities for Fund 10, plus 20% of the liability for employee sick and vacation leave balances.
- Reserve balance should be used to pay current liabilities when current revenue is insufficient to meet obligations.

Fund 20 – Water Operation:

- Operating reserve equal to six months of operating expenses.
- Water operating reserves should be used when short-term fluctuations in expenses or revenue cause water revenue to be insufficient to meet operating expenses.

Fund 30 – Wastewater Operation:

- Operating reserve equal to six months of operating expenses.
- Wastewater operating reserves should be used when short-term fluctuations in operating expenses or revenue cause wastewater revenue to be insufficient to meet operating expenses.

Fund 21 – Administrative Capital Replacement:

- Reserve, when combined with the reserve of Fund 31, equal to the expected cost of required upgrades to improve the efficiency of the District administration buildings.
- Reserves will be used to replace or upgrade the administration buildings.

- Funds expected to be spent more than four years in the future may be invested in a long-term capital reserve fund as specified by the MCWD Statement of Investment Policy

Fund 22 – Water Capital Replacement:

- Capital Repair and Replacement: reserve equal to 4% of the replacement cost of Fund 22 capital assets. The average expected life of capital assets is about 25 years. 4% (1/25) approximates the annual replacement cost of these assets.
- Reserves will be used for the unexpected replacement of a major component of the water infrastructure (e.g. well, treatment plant), for changes to the infrastructure required to meet new regulatory mandates, or for the planned replacement of assets where the cost of the replacement is greater than the current revenue available.
- Funds expected to be spent more than four years in the future may be invested in a long-term capital reserve fund as specified by the MCWD Statement of Investment Policy

Fund 23 – Wastewater Capital Replacement:

- Capital Repair and Replacement: reserve equal to 4% of the replacement cost of Fund 23 capital assets. The average expected life of capital assets is about 25 years. 4% (1/25) approximates the annual replacement cost of these assets.
- Reserves will be used for the unexpected replacement of a major component of the wastewater infrastructure (e.g. lift stations, treatment plant), for changes to the infrastructure required to meet new regulatory mandates, or for the planned replacement of assets where the cost of the replacement is greater than the current revenue available.
- Funds expected to be spent more than four years in the future may be invested in a long-term capital reserve fund as specified by the MCWD Statement of Investment Policy

Fund 31 – Administrative Capital Expansion:

The purpose of the fund is to provide capital for all future expansion of administrative support services required for operations and infrastructure at build-out. The balance of the fund may be negative or positive, depending on the cash flow of revenue and expansion capital projects. The fund balance should be zero when all infrastructure and administrative support expansion services needed for the customer base at build-out is built and in operation.

Fund 32 – Water Capital Expansion:

The purpose of the fund is to provide for all future expansion of the water infrastructure required to meet the needs of all future customers. The revenue source is water connection fees. Expenditures will be for capital projects that expand the capacity of the system to meet the needs of new users. The balance of the fund may be negative or positive, depending on the cash flow of connection fee revenue and expansion capital projects. The fund balance should be zero when all infrastructure needed for the customer base at build-out has been built and is in operation.

Fund 33 – Wastewater Capital Expansion:

The purpose of the fund is to provide for all future expansion of the wastewater infrastructure required to meet the needs of all future customers. The revenue source is wastewater connection fees. Expenditures will be for capital projects that expand the capacity of the system to meet the needs of new users. The balance of the fund may be negative or positive, depending on the cash flow of connection fee revenue and expansion capital projects. The fund balance should be zero when all infrastructure needed for the customer base at build-out has been built and is in operation.

Fund 96 – New Enterprise:

- Recommended reserve equal to two years' average participation in the employee down payment assistance program.
- Reserves will be used if participation in the employee down payment assistance program in any year is greater than the annual contribution to the fund from District property tax revenues or to purchase additional housing units to meet the needs of the District's employee housing program.

Fund 97 – Trout Habitat Enhancement:

The District has an ongoing obligation according to the Trout Habitat agreement to contribute \$10,000/year (increased annually for inflation) for twenty years ending 2032 and administer the accumulated funds for trout habitat enhancement. There is no target fund balance; the balance will be the sum of accumulated contributions less expenditures according to the settlement agreement.

Fund 98 – LADWP Settlement:

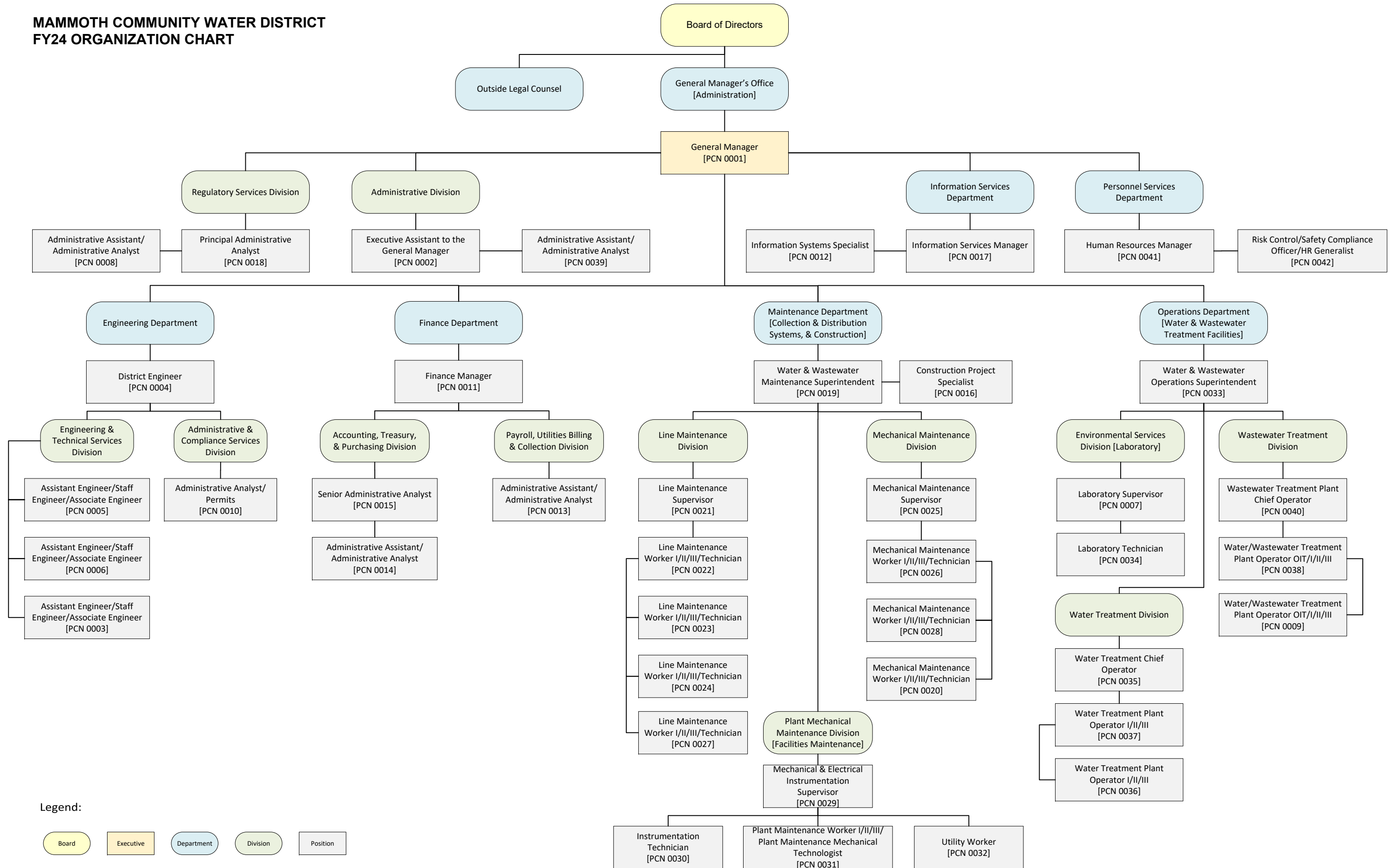
The District has a future obligation of \$3.2 million (increased by CPI each year between 2014 and final settlement) to LADWP as part of the agreement entered into by the District and LADWP in July 2013. The date of the final payment will be affected by the amount of water used by the District's customers but will be between the years of 2063 and 2073. The annual contribution to meet the future obligation is approximately \$50K.

MAMMOTH COMMUNITY WATER DISTRICT
FISCAL YEAR 2024
OPERATING AND CAPITAL RESERVE FUND TARGETS

Fund 10	Administrative Operation	\$75,000
Fund 20	Water Operation	\$2,213,000
Fund 30	Wastewater Operation	\$2,010,000
Fund 21	Administrative Replacement	\$1,000,000
Fund 22	Water Capital Replacement	\$3,320,000
Fund 23	Wastewater Capital Replacement	\$4,065,000
Fund 31	Administrative Expansion	\$1,000,000
Fund 32	Water Expansion	\$1,883,000 (current balance)
Fund 33	Wastewater Expansion	\$798,000 (current balance)
Fund 96	New Enterprise	\$1,000,000
Fund 97	Trout Settlement	\$130,000
Fund 98	LADWP Settlement	\$1,050,000

The projected available fund balance (cash – liabilities) at the beginning of fiscal year 2024 is projected to be approximately \$31,308,000. The target reserve balance for the end of fiscal year 2024 is \$18,544,000. The proposed operating and capital budget for fiscal year 2024 will result in a contribution to reserves of approximately \$2,446,000. If budgeted revenue and expenses occur as planned, we will end fiscal year 2024 with a reserve balance of approximately \$33,754,000.

**MAMMOTH COMMUNITY WATER DISTRICT
FY24 ORGANIZATION CHART**

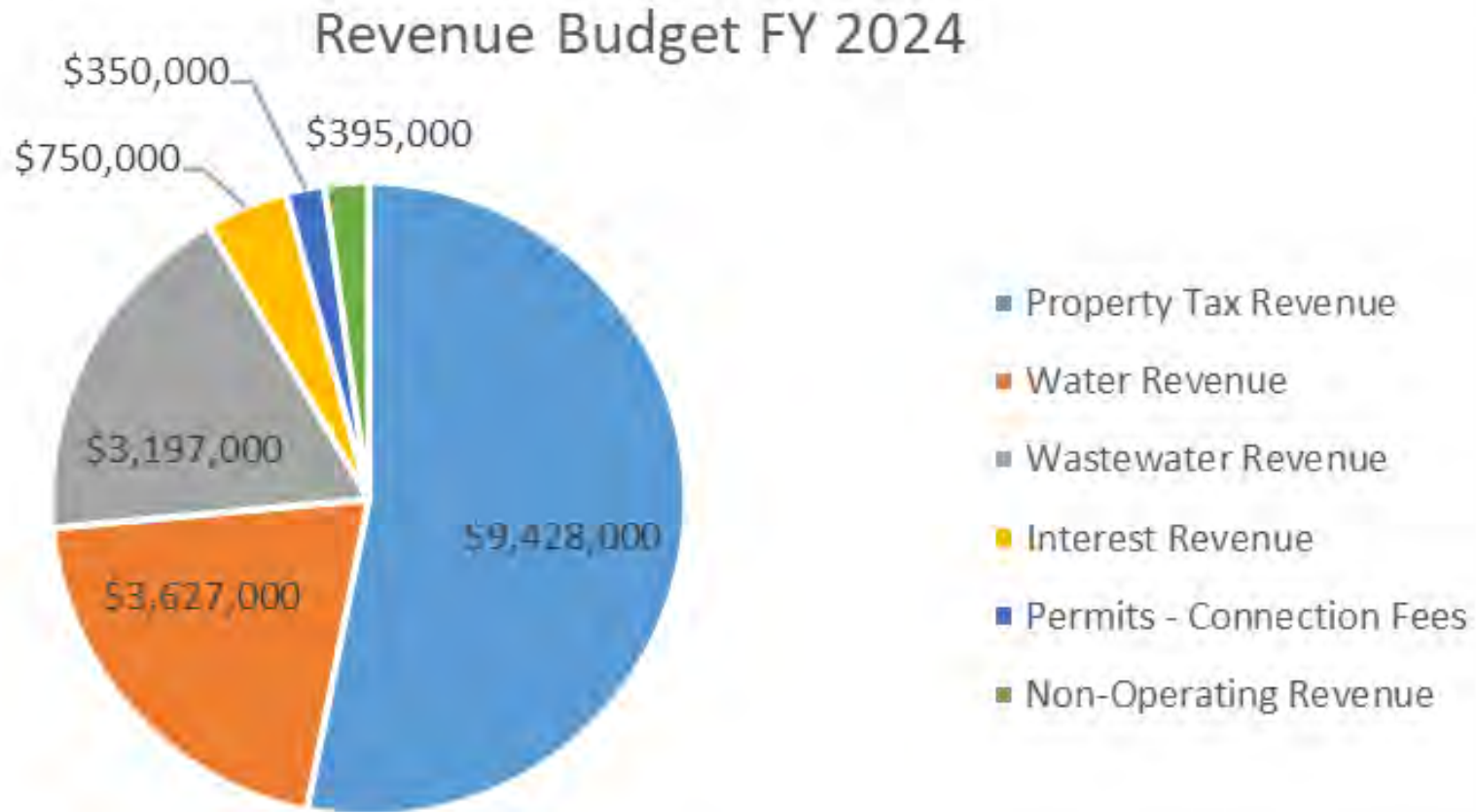




MCWD Operating and Capital Budget

For Fiscal Year (FY)
Beginning April 1, 2023
and Ending March 31, 2024

Components of Revenue





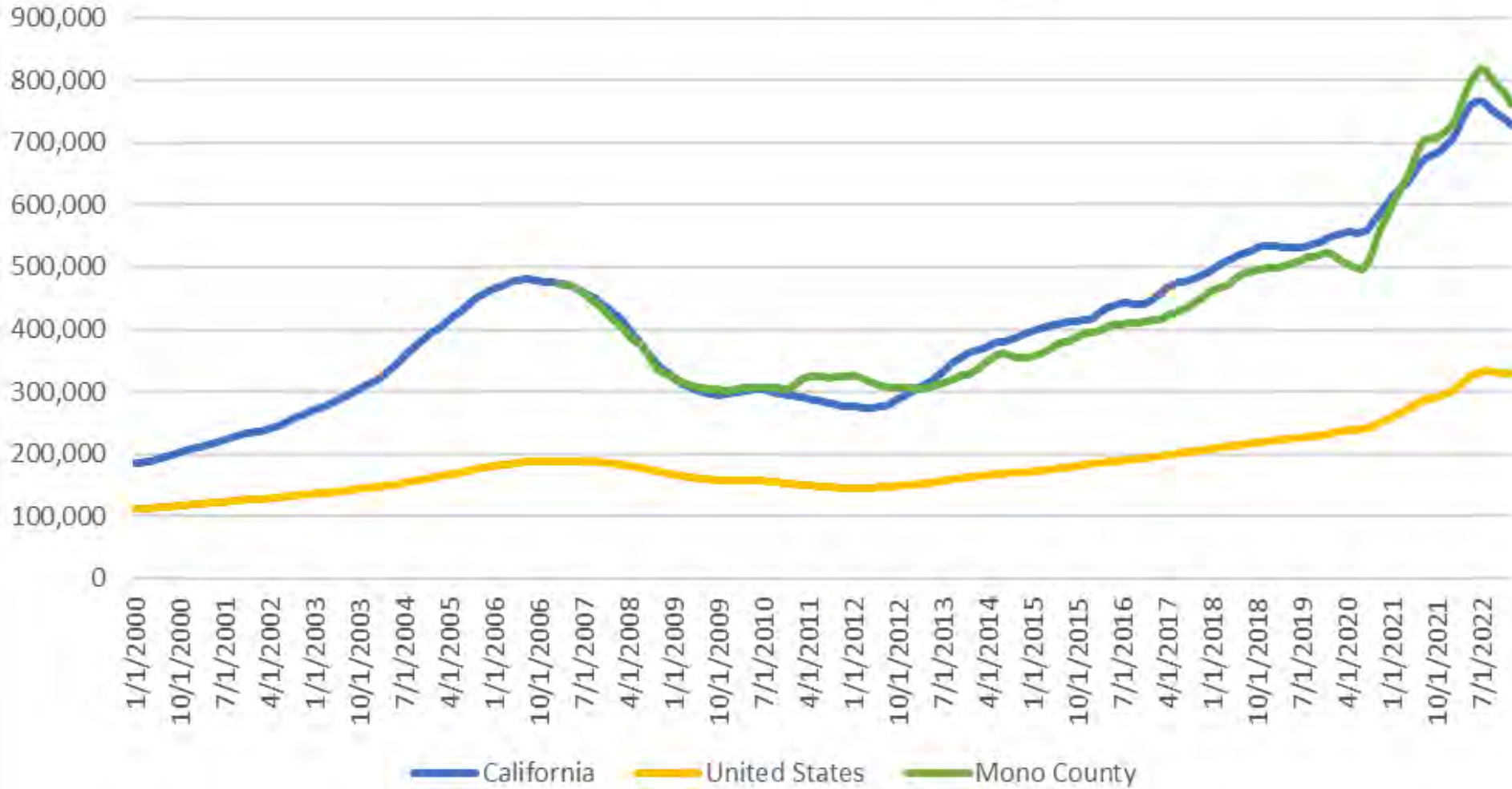
▶ Property Tax Revenue

- ▶ Largest component of revenue budget at 53%
- ▶ Can have substantial variation, but changes are predictable
- ▶ Average annual increase from FY 2016 to FY 2022 was 4.3%
- ▶ FY 2023 projected revenue is 8.8% above FY 2022 revenue
- ▶ Budget of \$17,747,000 is 7.7% over FY 2023 budget and 4% above FY 2023 projection

MCWD Property Tax Revenue and CA Home Price History



Zillow SFR Value Index history



Water and Wastewater rate revenue

- ▶ Collectively 38% of the revenue budget
- ▶ Water and Wastewater base rates are very predictable, established by the rate study, and budgeted at a 2% increase from last year
- ▶ Water and wastewater use and flow rates are slightly variable, but only 12% of the total revenue budget

Other revenue sources

- ▶ Interest revenue \$750,000, 4% of total
 - ▶ Significantly higher than recent history
 - ▶ Reserve investment portfolio is actively managed to balance risk and return
- ▶ Connection fee revenue has significant variability year-to-year but is only 2% of total budget. Connection fee revenue is dedicated to expansion projects
- ▶ Non-operating revenue includes rent revenue, service fees, gain on sale of surplus, etc.

- ▶ The expense budget includes operating, personnel, and capital expenses. The net of revenue and expenses is added to reserves.

Expense Budget FY 2024



Operating expense


- ▶ The operating budget, at \$3,825,000, is 25% of total revenue
- ▶ The FY 2024 budget is a 4% increase from the FY 2023 budget
- ▶ The proposed operating budget is built by department managers and supervisors based on detailed information on planned spending

Personnel Expense

- ▶ Personnel is the largest component of the expense budget at \$6,559,000 (37% of revenue)
 - ▶ With Capital Labor, the total personnel budget is \$6,930,000
- ▶ The personnel budget is 7.8% over the FY 2023 budget
 - ▶ Temporary employees for the construction crew and two intern positions are included in the personnel budget this year. Temporary employees are 3.5% of the total personnel budget
- ▶ The personnel budget covers 42 permanent positions, the Board, and 6 temporary positions. Positions that are vacant for part of the year will result in savings from the budget

Capital budget

- ▶ The FY 2024 capital budget is \$4,917,000 and 28% of the revenue total
- ▶ The capital budget fluctuates significantly from year to year, and expenditures are affected each year by changes to the scope of projects and changes to priorities for the allocation of staff resources
- ▶ Capital projects are planned for the next ten years, but the timing and scope of projects is increasingly uncertain each year in the future

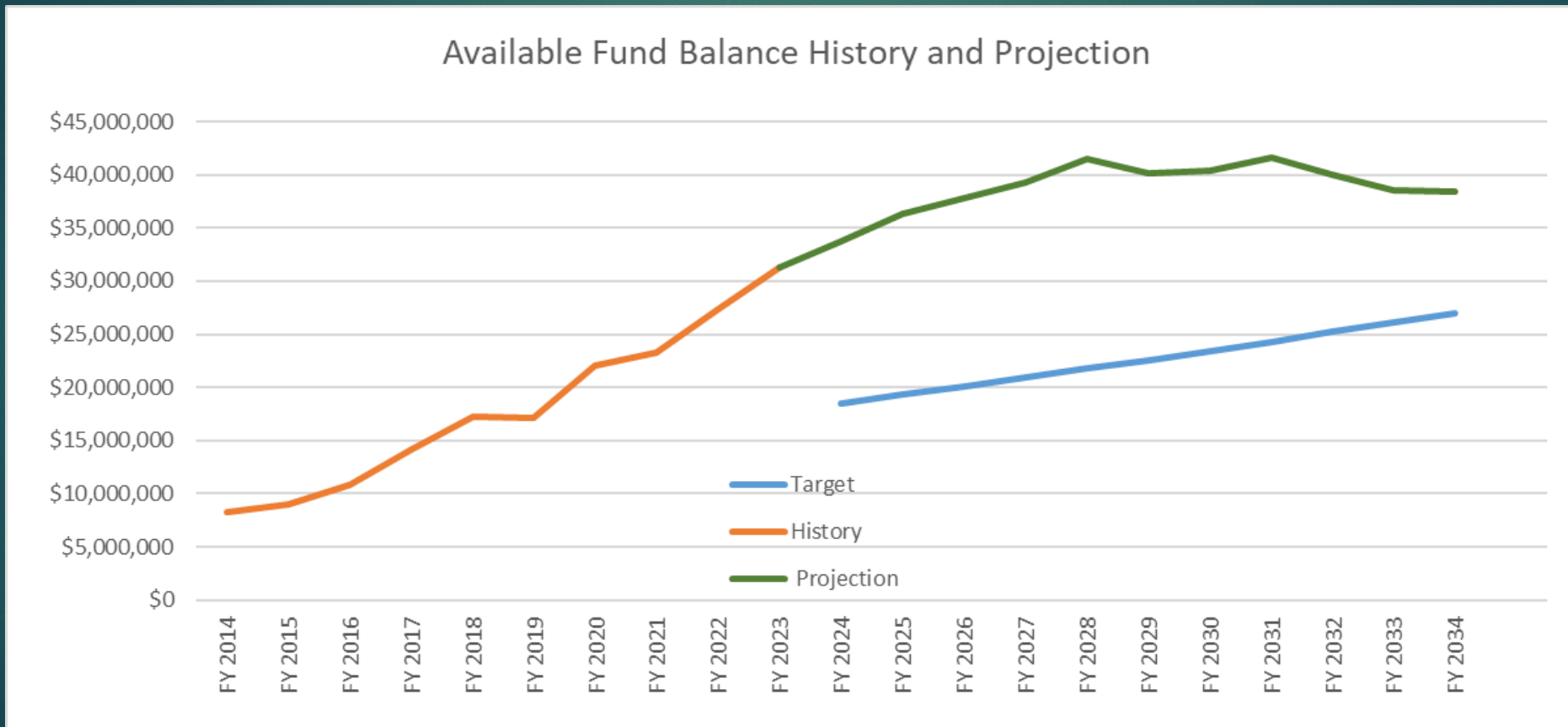
- 
- ▶ **Projects planned for FY 2024 include:**
 - ▶ Improvements and rehabilitation of the water and wastewater distribution and collection systems
 - ▶ Up-sizing of the sewer main near the Center St./Hwy 203 intersection
 - ▶ Building a sewer main through the Parcel
 - ▶ Rehab of two water storage tanks
 - ▶ Rehab of two production wells
 - ▶ Analysis of potential replacement for Tank T-8
 - ▶ Analysis of water storage needs in Zone 2-B
 - ▶ Potential expenditures for Employee housing are included in the capital budget

Budget overview

Revenue	\$17,747,000
Operating expense	\$3,825,000
Personnel expense (less capital labor)	\$6,559,000
Capital expense	\$4,917,000
Contribution to Reserves	\$2,446,000

Reserve funds

- ▶ Revenue and expenses are projected forward to confirm sufficient reserve balances will be available for future capital needs



AGENDA ITEM

Subject: Discuss and Possibly Approve the Revised Policy and Agreements between the District and Employees Entering into the Employee Housing Purchase Assistance Program

Information Provided By: Jeff Beatty, Finance Manager

Background

In an effort to mitigate the impact of the high cost of housing in our community and to recruit and retain the most qualified staff, Mammoth Community Water District has established the employee housing purchase assistance program (EHPAP). The Board's Employee Housing Committee oversees the program and meets regularly to review and provide guidance.

At the January committee meeting, staff recommended a modification to the calculation of the sale price for a housing unit sold to the District by an employee exiting the housing purchase assistance program.

The Committee also recommended the geographic range for home purchases be limited to reflect the District's interest in having employees live close enough to the District to be able to provide a timely response to emergencies.

Discussion

The EHPAP agreement provides the District the first right to purchase a home from an employee who wants to sell and exit the program. The proposed changes to the policy and associated agreements would set the District's purchase price of the home at the appraised market value minus six percent. This adjustment to the price reflects the normal fees paid to a realtor to facilitate the sale in the open market which would not be incurred if the District purchases the home.

Limiting the area eligible for housing purchase assistance reduces the risk of employees being unable to reach work because of road closures and allows employees to respond more quickly to emergencies at the District.

Financial Impact

With the proposed change to the calculation of sales price, an employee selling a housing unit to the District would receive proceeds from the sale approximately equal to what they would have received in an open-market sale through a realtor. The savings in fees from a direct sale would provide a benefit to the District of six percent of the appraised value.

Requested Action

Discuss and approve the proposed changes to the housing purchase assistance policy and agreements 1) Establishing the sale price at six percent below the appraised value for the District's purchase of a home from an employee exiting the housing purchase assistance program. 2) Limit the eligible area for housing purchase assistance.

MAMMOTH COMMUNITY WATER DISTRICT

**EMPLOYEE HOME PURCHASE ASSISTANCE PROGRAM
POLICY**

Adopted: January 17, 2008
Amended: ~~January 20, 2022~~ xx xx, 2023

1. PURPOSE

The Mammoth Community Water District values its employees. It is the policy of the Mammoth Community Water District to promote employee recruitment and retention. To that end, the Mammoth Community Water District Employee Home Purchase Assistance Program (“Program”) is designed to facilitate home ownership for District employees (“Employee”) and to provide an incentive for recruiting potential employees to ensure the District maintains the most skilled and professional workforce possible. The Program offers two options for home loan assistance: (1) a Shared Value Program, under which the District will contribute up to 50 percent of the home purchase price and share appreciation in value with the Employee upon sale, and (2) a Subordinate Loan Program, under which the District will lend up to 35 percent of the home purchase price in a loan with a maximum term of 15 years and a variable interest rate set each year according to the yield on 10-year Treasury note on the first business day of the year.

2. PROGRAM FUNDING

The Program shall be financed through the “New Enterprise Fund”, which is funded as determined by the Board of Directors from a portion of the District’s share of property tax revenues received from Mono County. Nothing in this Policy precludes a change in funding or termination of the Program as may be determined in the Board’s sole discretion.

3. PROGRAM ELIGIBILITY

Homes purchased pursuant to the Program must be located within Mono [County as far north as Mono City](#) and Inyo County [as far south as Big Pine](#). The purchased home must be the principal place of residence for the Employee. Housing unit types eligible for assistance shall be new or previously owned single-family detached houses, town homes, condominiums, or manufactured homes in mobile home parks or on a single-family lot and placed on a permanent foundation system (“Housing Unit”).

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Employees or their spouses who hold title to a single-family residence outside of ~~Mono or Inyo County~~ [the program eligibility area](#) at the time of applying for Program assistance may retain such residences. An Employee applying for Program assistance may not concurrently own improved real property in ~~Inyo and Mono County~~ [the program eligibility area](#).

4. CONDITION OF HOUSING UNIT

Prior to a final commitment of District funds and prior to close of escrow on the purchase by the Employee, the Housing Unit under consideration shall be inspected by an established professional home inspection service or other reputable professional approved by the District to determine if it is structurally sound, and identify any code-related and health and safety deficiencies that need to be corrected. The cost of the home inspection shall be paid by the Employee, and a copy of the final report provided to the District. All Housing Units to be purchased under the Program must be in compliance with State and local codes and ordinances. The District inspection and its approval of the remediation of any deficiencies shall be made a condition of the close of escrow for the purchase of the Housing Unit.

5. EMPLOYEE SELECTION PROCESS

The intent of this Policy is that Program assistance generally shall be given on a first-come, first-served basis to regular full-time and regular part-time permanent employees who have successfully completed their initial employment probationary period, in accordance with the rules and procedures of the Program as set forth in this Policy. However, recognizing that the Program could be a valuable tool for recruiting more senior employees in key positions, the General Manager may propose that the minimum employment requirement not apply in a particular case, subject to Board approval.

6. EMPLOYEE HOME PURCHASE ASSISTANCE PROGRAM PROCESS

An Employee must complete an application and return it to the District's General Manager with all required information, including a pre-qualifying loan statement completed by a lender providing evidence of financing for the maximum amount that the primary lender is willing to loan to the Employee ("Primary Loan"). The application must designate which of the two assistance options the Employee is proposing to use.

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Upon determination of eligibility for the Program, the Employee will receive a letter from the District stating the approximate amount of down payment assistance for which the Employee is eligible. This letter also will provide that the amount of assistance will be available for a period of up to 120 days after the date of the letter. For good cause and subject to the provision of appropriate documentation of the need, the General Manager may extend the time in which the District's assistance amount will remain available to an Employee.

Once a suitable Housing Unit has been located, the Employee makes an offer to purchase. The offer must be an estimate of the fair market value of the Housing Unit. The offer must provide that the close of escrow shall be conditioned on the District's approval of the purchase price, District inspection as set forth above, and compliance with all applicable building codes. The Employee will submit a copy of the final purchase contract to the District.

The Employee shall provide the District with a copy of a current appraisal (no more than 90 days old). The appraisal must be performed by an appraiser holding a valid license in good standing issued by the California Bureau of Real Estate Appraisers. The appraiser's license must be at least a residential appraisal license if the housing unit does not require a complex appraisal, is not part of a development of more than four units, and is valued at up to \$1,000,000. If the property requires a complex appraisal, consists of more than four units, or is valued at more than \$1,000,000, then the appraiser must hold a valid certified residential license or certified general license in good standing. The appraisal must establish that the proposed purchase price is no more than 10% above the appraised value. Upon receipt of the appraisal, the District will provide written notification to the Employee approving or denying the purchase price within 10 days.

If the District approves the purchase price, it shall prepare a written agreement with the Employee that includes terms for repayment of the District's home purchase assistance and other terms specific to either the shared value program or the subordinate loan program according to the Employee's choice of program. Agreements for both programs will provide the District with a first right of refusal to purchase the Housing Unit upon sale of the unit as provided in Section 14 of this Policy. If married or in a registered domestic partnership, the Employee's spouse or partner shall execute the agreement if title is held jointly, or will acknowledge and agree to comply with all applicable terms if the Employee holds the Housing Unit as his or her sole and separate property. The agreement shall be reviewed by the District's legal counsel prior to submitting to the employee for signature. Once the employee has signed, the General Manager may then execute the agreement provided it complies with this policy.

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Once approval has been received from the District, the Employee may proceed with the close of escrow. When the primary lender requirements and District agreement requirements are met, District shall deposit its loan funds into escrow, with required closing instructions, Note, and Deed of Trust to be executed in escrow. As part of closing the purchase, the Employee shall be required to secure and maintain the following insurance coverages on the Housing Unit:

- The most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrades, in the full amount of the purchase price, which amount the Employee shall increase over time consistent with the Housing Unit's appreciation.
- Flood Insurance policy; If the Housing Unit is located within a FEMA-designated flood zone, the purchase of a flood insurance policy is required.
- Earthquake insurance policy.
- At least a standard form full coverage CLTA title insurance policy.
- A home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances for the first two years of ownership.

All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, or any lesser maximum limits if the type of coverage will not insure for the full purchase price or appraised value of the Housing Unit.

The Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments, and interest on the District subordinated loan. By December 1 of each year, employees shall submit documentation that confirms compliance with these requirements. If an employee is in default of any financial obligation and cannot promptly cure the default, he or she shall notify the General Manager as soon as possible.

7. EMPLOYEE'S PRIMARY HOME LOAN

The Primary Loan must be a fully amortized fixed rate loan from a financial institution that makes market rate loans on conventional terms. No hard money loans or other unconventional loans will be permitted. The General Manager may, however, approve a Primary Loan that is not made by a financial institution, provided that any such loan is made at a market rate on conventional market terms.

The Primary Loan and the District agreement shall not be assumable or transferable.

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8. EMPLOYEE PAYMENT OF HOME PURCHASE COSTS

The Employee shall pay all costs of the appraisal required by the District, and any District Housing Unit inspection costs. Such costs will not be deemed to be part of the Employee's down payment contribution required under this section.

The Employee shall contribute at least 5 percent of the purchase price as a down payment. The District shall not pay any closing costs for an Employee's purchase of a Housing Unit, except for the cost of a lender's title insurance policy covering the amount of the District's down payment or loan. The District also shall not be liable for any additional costs of purchase, repair or for other reasons before, during or after escrow.

9. AMOUNT OF DISTRICT HOME PURCHASE ASSISTANCE

Under the Shared Value Program, the amount of the District's home purchase assistance will be up to 50 percent of the purchase price with a \$500,000 cap, and will be in the form of a loan without interest. In lieu of paying interest, the Employee shall share with the District the amount of the Housing Unit's appreciation realized upon sale as further provided in Section 10 of this Policy.

Under the Subordinate Loan Program, the amount of the District's loan to an Employee will be up to 35 percent of the purchase price with a \$500,000 cap, and will be in the form of a loan with interest payable annually as further provided in Section 10 of this Policy.

10. DISTRICT HOME PURCHASE ASSISTANCE REPAYMENT

For the Shared Value option, the District will share with the Employee any gain in value at the time the property is sold. Upon sale of the Housing Unit, the proceeds of sale shall be allocated in the following order:

- (a) The costs of sale, including but not limited to escrow fees, real estate broker's fees, and related expenses, shall first be deducted from the gross sales price.
- (b) The Primary Loan shall be paid in full from the proceeds of the sale via escrow. In the event the gross sale proceeds are insufficient to pay the Primary loan balance, the District shall not be liable for payment of the Primary Loan.

- (c) To the extent gross sale proceeds remain, the District shall be distributed an amount equal to the amount that the District contributed to the Employee's purchase of the Housing Unit (this distribution does not include any apportionment arising from the Appreciation Proceeds discussed below).
- (d) To the extent gross sale proceeds remain, the Employee shall receive the amount of Employee's contribution to the purchase price, plus the total amount that the Employee has then paid towards the principal of the Primary Loan, and the amount that the Employee was credited for approved capital improvements as described in Section 13 below.
- (e) Any remaining gross sale proceeds (the "Appreciation Proceeds") shall be shared between District and Employee as follows:
1. The District shall receive a percentage of the Appreciation Proceeds equal to the amount of the District's contribution to the purchase price divided by the purchase price increased by the amount credited for any approved capital improvements, although in no event may the District earn an annualized rate (simple interest over the term of the entire assistance loan) greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. That rate is the higher of either 10 percent per annum or 5 percent over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the down payment loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.
 2. The Employee shall receive a percentage of the Appreciation Proceeds equal to the amount of Employee's contribution component and the Primary Loan components and the amount credited for approved capital improvements divided by the purchase price (as increased by the amount of any approved capital improvement), plus any funds, if any, the District is not entitled to receive due to the fact that the District is receiving its maximum permissible rate of return, as set forth above.

For the Subordinated Loan Program, the District's assistance to the Employee is in the form of a loan with a 15-year term and variable interest rate. The interest rate shall be set initially at the yield of the 10-year Treasury note on the first business day of the first year of the loan. The rate will be adjusted thereafter during the term of the loan on each subsequent January 1. The interest rate each year will be set at the yield of the 10-year Treasury note on the first business day of that year. The total amount of interest due for each year must be paid by the Employee on or before the first business day of each following year, such that the loan balance is kept to

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the original loan amount or less. No compounding of the loan is permissible. Any part of the principal balance of the loan may be paid at any time with no prepayment penalty.

Upon expiration of the 15-year term, the loan agreement between the District and the Employee will terminate and the Employee shall be required to pay off in full the remaining principal amount of the District loan and any accrued interest by payment in cash, refinancing of the Primary Loan to a higher amount, or sale of the Housing Unit and repayment of the District loan from the sale proceeds. The General Manager shall have the discretion to approve another means of payment, provided that the alternative form of payment results in the District obtaining full repayment of the entire loan principal and all accrued interest due.

For both the Shared Value and Subordinate Loan Programs, except as otherwise provided in this Policy, the District Home Purchase Assistance must be paid in full if: (1) promptly through escrow if the Employee sells ~~or refinances~~ the Housing Unit; (2) within six months after (a) the Employee separates from employment with the District, or (b) the Employee no longer uses the Housing Unit as his or her principal place of residence; (3) within one year after the Employee passes away; or (4) on the catastrophic loss of the Housing Unit as further provided in Section 11 of this Policy.

11. REPAYMENT OF DISTRICT HOME PURCHASE ASSISTANCE UPON LOSS OF HOUSING UNIT

If an Employee in the Subordinated Loan Program experiences the catastrophic loss of a Housing Unit from fire, earthquake or other cause, the Employee shall repay the amount of the District Loan and any accrued interest and the existing agreement with the District shall terminate. Such repayment will be made within 10 days after the Employee's receipt of insurance proceeds in payment of the loss, unless otherwise approved by the Board. The Employee shall require that the insurance carrier make the check to pay off the District Loan payable to the District (or to the Employee and the District, in which case the Employee, and if required his or her spouse, shall endorse the check to the District).

If an Employee in the Shared Value Program experiences the catastrophic loss of a Housing Unit from fire, earthquake or other cause, the Employee shall either continue or terminate the agreement with the District in one of the methods described below.

- (1) If the Employee chooses to retain the real property on which the Housing Unit stood and to rebuild the Housing Unit, the Employee may request that the District make a new District Loan to assist with construction of the new Housing Unit. The General Manager shall have the discretion to issue such a loan, provided that the loan would initially be

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provided in the form of a construction loan and that loan complies with the guidelines provided in this Policy. The District loan would be the last funds used by the Employee for construction after the Employee expends all insurance proceeds he or she receives for the loss of the original Housing Unit and all proceeds of any primary construction loan secured by the Employee are used. As conditions of the District providing such a loan: (1) the Employee and the District shall enter into a temporary loan agreement for construction funding at the interest rate applicable for that year as further provided in Section 10 of this Policy; (2) the Employee shall agree at the completion of construction to secure a conventional Primary Loan and to convert the District loan to a District down payment assistance shared value or subordinated loan in accordance with the terms of this Policy; and (3) the Employee shall secure all applicable insurance coverages required during the course of construction, including a builder's risk policy covering all perils in the full cost of the completed improvements. The Employee will deliver a copy of all required insurance policies to the General Manager for approval.

(2) If the Employee chooses to retain the property, but not rebuild, within one year of the loss the Employee must buy out the District's share of the agreement according to the provisions of Section 15.

(3) If the Employee chooses to sell the property without rebuilding within one year of the loss, the proceeds of the sale will be shared with the District according to the provisions of Section 10.

12. IN-SERVICE CHANGES IN TITLE

Under no circumstances may an Employee place anyone on title to the Housing Unit after the close of escrow for the purchase of the Housing Unit without prior written agreement of the District or otherwise place a cloud on title or jeopardize the District's interest in the Housing Unit. This includes, but is not limited to, the following:

- (a) If an Employee is single at the time of obtaining a loan from the District and later marries, the Employee shall promptly notify the District of his or her marriage. Upon receipt of such notice from the Employee, the District shall require the Employee and the Employee's spouse to enter into an amendment to the agreement for the purpose of obtaining the Employee's spouse's consent to comply with the terms of that agreement. The District shall require this amendment regardless of whether an Employee desires to place his or her spouse on title to the Housing Unit. Any refusal by an Employee's spouse

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to execute an amendment to the District agreement as required by the District shall be deemed a breach of that agreement. This provision also shall apply to an Employee who enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

- (b) Employee may not sell, transfer, loan, use as collateral for any form of financing, or otherwise provide an interest in the Housing Unit to any other person or entity without providing advance notice to District and first obtaining District's consent to such transaction. District reserves the right in all case to refuse such consent.
- (c) Employee may not place the Housing Unit into any type of trust without providing advance notice to District of the planned transfer and first obtaining District's consent to the transfer. District consent generally will be given when Employee (and any authorized spouse or partner) retains the sole legal and beneficial interests in the Housing Unit, but the District in all cases reserves the right to refuse consent to such transfers.

13. EMPLOYEE PROPERTY IMPROVEMENTS

The Employee may, at his or her sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as he or she deems beneficial to it. For the Employee to receive credit in the distribution of proceeds under the Shared Value Program a capital improvement is limited to one which: (1) is performed with a building permit which is subsequently signed off by the governing authority, and (2) which receives prior written approval from the District. No other types of improvements or any maintenance or repair expenses will be considered under this clause.

Before starting construction of and again at the completion of the capital improvement, an appraisal by a licensed or certified appraiser agreed upon by the Employee and the District will be conducted at the expense of the Employee to confirm the actual value added by the capital improvement. The Employee shall be credited the value added to the Housing Unit as determined by the appraisal. The Employee shall provide to the District documentation that supports all expenses for permitting, constructing, and completing of the capital improvement and verifies the Employee's actual payment of all such expenses. Any capital improvements that are gifted or otherwise obtained from funding sources other than the employee's own funds, including insurance reimbursements, will not be considered as qualifying capital improvements for purposes of this Policy.

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14. DISTRICT'S RIGHT OF FIRST REFUSAL UPON SALE OF HOUSING UNIT

The agreement between the Employee and District shall provide the District with a first right of refusal to purchase the Housing Unit if the Employee places it for sale during the term of the agreement. In such cases, the District shall be entitled to purchase the Housing Unit at its appraised fair market value, less 6 percent % to reflect the Employee's avoided payment of realtor commission transaction cost. The fair market value as shall be determined by an appraisal prepared by a licensed or certified appraiser agreed upon between the Employee and the District and paid for by the District. For loans made under the Shared Value Program, the proceeds of a purchase of a Housing Unit by the District shall be allocated as provided in Section 10. For loans made under the Subordinated Loan Program, proceeds will be allocated as follows: (1) payment of costs of sale and escrow; (2) pay-off of the Primary Loan and any accrued interest; (3) pay-off of the District's loan and all accrued interest; (4) payment of any existing liens against the Housing Unit other than the liens of the primary lender's first and the District's second deeds of trust; and (5) payment of all remaining proceeds to the Employee.

15. EMPLOYEE PURCHASE OF DISTRICT'S INTEREST

Employees in the Shared Value Program may request to purchase the District's interest in the Housing Unit. The Employee shall be entitled to purchase the Housing Unit at its fair market value as determined by an appraisal prepared by a licensed or certified appraiser agreed upon between the Employee and the District and paid for by the Employee and prepared within 90 days of the Employee's proposed closing date for purchase of the District's interest. The proceeds of a purchase of the District's interest in a Housing Unit by the Employee shall be allocated in the same manner as described in the portion of Section 10 pertaining to pay-off of a shared value loan.

Employees in the Subordinated Loan Program may elect to purchase the District's interest by paying the principal balance of the District's loan and all accrued interest.

16. EMPLOYEE REFINANCING OF PRIMARY LOAN

During the term of a District loan agreement, an Employee may request to refinance his or her Primary Loan. The District shall evaluate each request in accordance with the following criteria: (1) generally, a refinancing of a Housing Unit on which a District loan exists should be for the amount of the Primary Loan's remaining principal balance for purposes such as reducing the interest rate on the Primary Loan, reducing the term of that loan, or obtaining more favorable

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loan terms; (2) the refinancing of the Primary Loan should not extend the term of the loan beyond its original term; and (3) if an Employee proposes to take cash out of equity, the proposed cash out amount should be for no more than the amount of equity an Employee has built through previous payments on the original loan principal and should not increase the principal balance on the Primary Loan above the original loan amount. This last requirement is imposed to help ensure that Employees avoid over-extending their credit and, in cases where the Employee has obtained a shared value loan, to protect the District's original participation interest percentage in the Housing Unit from a material reduction. If an Employee's request for refinancing his or her Primary Loan will not affect the District's position, the General Manager may approve the request and report the approval to the Board at its next regular meeting. In all other cases, the Board must approve an Employee's request to refinance his or her Primary Loan. In all cases, the Board or General Manager reserve the right to approve or reject any Employee request for District consent to a refinancing of the Primary Loan based on the proposed terms of the refinancing and the specific circumstances of each Employee's request. An approval for the refinancing of an Employee's Primary Loan shall remain valid for a period of one year or closing of the refinancing, whichever is sooner.

17. BOARD COMMITTEE REVIEW

The President of the Board of Directors shall appoint an Employee Housing Committee of the Board. The Committee shall meet with the Finance Director at least annually in the first quarter of the year to review the compliance of all participants in the Employee Home Purchase Assistance Program in the previous year and to consider any potential revisions to this Policy. Any revisions proposed by the Committee shall be recommended to the Board for consideration and approval.

MAMMOTH COMMUNITY WATER DISTRICT
EMPLOYEE HOME DOWN PAYMENT ASSISTANCE AGREEMENT
(Shared Value Program)

This Employee Home Down Payment Assistance Agreement – Shared Value Program (“Agreement”) is made and entered into this _____, 20___, at Mammoth Lakes, California, by and between the Mammoth Community Water District, a California special district (“District”), and [name] (“Employee”) (collectively referred to as the “Parties” and individually as a “Party”), and is made with reference to the following facts:

Recitals:

A. District has a vested interest in maintaining the most skilled and professional workforce possible, and has established the Employee Home Purchase Assistance Program to address the obstacle of high housing cost in recruiting and retaining excellent employees. The Program is governed by the Employee Home Purchase Assistance Program Policy, as amended by the District’s Board of Directors from time to time (“Policy”).

B. Employee is a permanent [full-time part-time][title of position] and has complied with the requirements of the Employee Home Purchase Assistance Program by (1) submitting a true and complete application which includes evidence of adequate financing from a qualified primary lender; (2) making an offer to purchase the Housing Unit contingent on the price being not greater than 10% above the appraised value of the property, conditioned upon the District’s approval of the purchase price, structural soundness and code compliance of the Housing Unit; and (3) providing the District with a copy of the certified appraisal and certified home inspection report.

C. District has provided a letter to Employee dated _____, 20___ informing [him/her] that for up to 120 days from the date of the letter, Employee is eligible to receive a maximum amount of \$_____ in financial assistance (“Eligibility Amount”) from District in the form of a secured deferred interest loan, as that term is defined below, for the purchase by Employee of a residential unit located at [address] (“Housing Unit”).

D. District has provided to Employee written notification of its approval of Employee’s purchase of the Housing Unit in the amount of \$_____ (“Purchase Price”), having concluded that the purchase price is not greater than 10% above the appraised value, and that the structural soundness and code compliance requirements are satisfied after reviewing the appraisal and home inspection report.

E. District and Employee have negotiated this Agreement respecting District’s financial assistance to the Employee for the purchase of the Housing Unit, which Employee intends to use as [his/her] primary home, subject to the terms and conditions of this Agreement and the Policy.

Agreement:

NOW, THEREFORE, the Parties agree as follows:

1. Method of Purchase of Home. Funds used to purchase the Housing Unit shall be comprised of the “District Assistance Loan,” the “Employee Contribution” and the “Primary Loan” as provided herein:

a. District’s Assistance Loan.

i. District shall contribute up to \$ [REDACTED] to Employee toward Employee’s purchase of the Housing Unit (the “District Assistance Loan”), provided the amount of the District Assistance Loan is the lesser of: (1) the Eligibility Amount; (2) 50% of the Purchase Price; or (3) \$500,000. If the purchase of the Housing Unit by Employee fails for any reason, the District Assistance Loan shall be returned to District.

ii. The District Assistance Loan shall be made in the form of a “secured deferred interest loan,” which means that District shall share in the future appreciation of the Housing Unit.

iii. Employee shall execute a recordable document with the Mono or Inyo County Recorder, which may be a deed of trust, securing the obligations created hereunder.

iv. The District Assistance Loan must be paid in full upon the occurrence of any of the following events: (1) on Employee’s sale or other conveyance of the Housing Unit; (2) one year after Employee passes away; (3) if Employee is then alive, six months after (i) Employee’s separation from employment at District, or (ii) Employee no longer uses the Housing Unit as [his/her] principal place of residence; (4) upon Employee’s filing for protection under the United States Bankruptcy Code; (5) upon the award of all or any portion of the Housing Unit to Employee’s spouse in a proceeding for legal separation or for dissolution of marriage; or (6) upon condemnation of the Housing Unit.

v. The District Assistance Loan is not assumable or transferable.

vi. Upon close of escrow for Employee’s purchase, the Housing Unit may have a lien securing the Primary Loan, as defined below, which lien may be superior to the lien of the District Assistance Loan, but shall not be subject to any other mortgage, deed of trust, lien or other adverse encumbrance, except for real property taxes and special assessments and other encumbrances specifically approved by District.

vii. Nothing in this Agreement shall be construed as creating a joint venture or other partnership relationship between Employee and District. Employee and District have solely a debtor/creditor relationship arising from this Agreement.

b. Primary Loan.

Employee's primary lender shall provide a first loan of \$ [redacted] for purchase of the Housing Unit ("Primary Loan"). Employee's primary lender is [name of primary lender]. The Primary Loan must be a fully amortized fixed rate loan for a term not to exceed 30 years.

c. Employee Contribution.

Employee shall contribute a down payment of at least \$ [redacted], which is the balance of the Purchase Price of the Housing Unit ("Employee Contribution"), which shall be at least 5% of the total Purchase Price. The Employee Contribution shall not include any proceeds from a loan that is secured by the Housing Unit, including the Primary Loan or the District Assistance Loan.

2. Execution of Documents. The Parties shall cooperate in the preparation and execution of all documents necessary to conform the purchase of the Housing Unit to the provisions of this Agreement.

3. No Additional Mortgages or Liens. Except for liens for property taxes, assessments, the deed of trust securing the Primary Loan, and the deed of trust or other security for the District Assistance Loan, Employee shall not refinance the Primary Loan or cause any mortgage, deed of trust, lien, encumbrance or other cloud upon title to be recorded against the Housing Unit or to attach to the real property except as expressly authorized by the District's Board of Directors. Employee shall not cause any delinquency in property taxes or any special assessment. Any refinancing of the Primary Loan shall not impair the District Assistance Loan and shall conform with the requirements of the Policy. Under no circumstances may Employee place anyone on title after the close of escrow for the purchase of the Housing Unit without District's prior written agreement.

4. Consent of Spouse/Partner. If Employee later marries, [he/she] shall notify District of the marriage as soon as possible. Upon receipt of such notice from Employee, District may request that Employee and Employee's spouse enter into an amendment to this Agreement for the purpose of obtaining Employee's spouse's consent to comply with the terms of this Agreement. Any refusal by Employee's spouse to execute an amendment to this Agreement as requested by District shall be deemed a breach if this Agreement in accordance with the terms of Section 5 below. This provision also shall apply if Employee enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

5. Breach of Agreement. It shall be a breach of this Agreement for Employee to violate any covenant, condition or restriction in this Agreement, or to default in payment or other obligation due to be performed under a promissory note secured by a deed of trust encumbering the Housing Unit, or to breach any of the Employee's duties or obligations under said deed of trust. Employee must notify District, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, or of any breach of any of Employee's duties or obligations under said deed of trust, within five calendar days after Employee's notification from lender, or its assigns, of said default or past due payments or breach.

Upon receipt of a notice as described in the above paragraph, District shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, Employee shall be personally liable to District for past due payments made by District, together with interest thereon at a rate specified in the promissory note secured by the first deed of trust, plus one percent (1%) and all actual expenses of District incurred in curing the default. Employee may cure the default and satisfy [his/her] obligation to District under this Agreement at any time prior to execution of a contract for sale, upon such reasonable terms as specified by District. Otherwise, Employee's indebtedness to District shall be satisfied from Employee's proceeds arising from Subsections 11(d), 11(e)(2) and/or 11(f) at closing or paid by Employee at the time of the repayment of the District Assistance Loan pursuant to Section 13.

6. Taxes, Assessments and Insurance. Employee shall pay when due all property taxes, assessments and homeowner association dues, if applicable, and all premiums for required insurance coverages for the Housing Unit without reimbursement from District. At purchase, Employee shall be required to purchase the most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrade coverage. If the Housing Unit is located within a FEMA-designated flood zone requiring the purchase of a flood insurance policy, Employee also shall obtain a flood insurance policy for the Housing Unit. In addition, Employee shall obtain an earthquake insurance policy for the Housing Unit. Employee also shall secure at least a standard form full coverage CLTA title insurance policy on the Housing Unit. All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, and Employee shall pay all premiums when due. Employee shall be required to continue such insurance for the term of this Agreement; and not less than every two years from the close of escrow on the Housing Unit, Employee shall be required to increase all insurance coverages in amounts consistent with the Housing Unit's estimated appreciation. All policies of insurance shall state the respective interests of the Parties and provide that the proceeds of any such insurance shall be paid to the Parties as their respective interests may appear. Nothing in this Agreement shall be construed to create in District an obligation to pay property taxes, assessments, homeowner association dues, or insurance premiums for the Housing Unit.

7. Maintenance. Employee shall maintain the Housing Unit in good condition and shall be solely responsible for all maintenance and repair costs, including uninsured losses. Employee shall pay all contractor invoices when due and shall not incur any mechanics liens or stop notices on the Housing Unit. Employee also will obtain and maintain for the first two years of ownership a home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances.

8. Capital Improvements. Employee may, at [his/her] sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as Employee deems beneficial to it. If Employee desires to receive credit for a capital improvement in the distribution of Gross Sale Proceeds under Section 11 below, a capital improvement must qualify for credit according to these criteria: (1) is performed with a building permit that is subsequently signed off by the governing authority; and (2) receives prior written approval from District. Other types of improvements and any maintenance or repair expenses will not be considered as a qualifying capital improvement. Before starting construction of and again at the completion of a qualifying capital improvement, an appraisal by a certified appraiser agreed upon by Employee and District will be conducted at Employee's expense to confirm

the actual value added by the capital improvement. Employee shall be credited the value added to the Housing Unit as determined by the appraisal. Employee shall provide to District documentation that supports all expenses for permitting, constructing, and completing a capital improvement and verifies Employee's actual payment of all such expenses. Any capital improvements that are gifted or otherwise obtained from funding sources other than Employee's own funds, including insurance reimbursements, will not be considered as qualifying capital improvements for purposes of this Policy.

9. Sale of Housing Unit. Subject to the provisions of Section 11 and except as provided in Section 13, the Employee may sell the Housing Unit at any time. Any such sale of the Housing Unit shall be for an amount equal or greater than the Housing Unit's fair market value as determined by an appraisal made by a certified appraiser approved by District no sooner than 90 days prior to close of escrow for sale of the Housing Unit, unless District agrees in writing to another price.

10. Employee Purchase of District's Interest; Refinancing of Primary Loan. At any time during the term of this Agreement, Employee may propose to purchase District's interest in the Housing Unit. The proposed purchase shall be subject to the applicable conditions and procedures provided in Section 15 of the Policy. Employee also may request to refinance the Primary Loan. Any request for refinancing of the Primary Loan will be subject to the conditions and procedures provided in Section 16 of the Policy.

11. Distribution of Proceeds from Sale of the Housing Unit. Upon sale of the Housing Unit pursuant to the provisions of Section 9 or pursuant to any other circumstance, the gross proceeds of the sale (the "Gross Sale Proceeds") shall be allocated according to the following order of priority (see also Examples 1-3 attached as Exhibit 1 to this Agreement):

a. The normal and customary costs of sale, including, but not limited to, escrow fees, real estate brokers' fees, and related expenses, shall be deducted from the Gross Sale Proceeds of the Housing Unit.

b. The outstanding balance on the Primary Loan shall be paid in full to the primary lender or its successor in interest from the Gross Sale Proceeds. In the event the Gross Sale Proceeds are insufficient to pay the Primary Loan balance, District shall not be liable for payment of the Primary Loan.

c. To the extent Gross Sale Proceeds remain, District shall be distributed an amount equal to the amount District contributed to Employee's purchase of the Housing Unit. This distribution does not include any apportionment made of the Remaining Gross Sale Proceeds discussed in paragraph e. below.

d. To the extent Gross Sale Proceeds remain, Employee shall receive the amount of the Employee Contribution, plus the total amount that Employee has then paid towards the principal of the Primary Loan, and the amount credited to the Employee for Capital Improvements on the Housing Unit under the provisions of Section 8 above.

e. Any remaining Gross Sale Proceeds (the "Remaining Gross Sale Proceeds") shall be shared between District and Employee as follows:

(1) District shall receive a percentage of the Remaining Gross Sale Proceeds equal to the amount of the District Assistance Loan divided by the purchase price increased by the amount credited for any approved capital improvements. In no event, however, may District earn an annualized rate of return over the term of the entire loan greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. That rate is the higher of either 10 percent per annum or 5 percent over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the home purchase assistance loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.

(2) Employee shall receive a percentage of the Remaining Gross Sale Proceeds equal to the amount of the Employee Contribution, the Primary Loan, and the amount credited for approved capital improvements, divided by the Purchase Price, as increased by the amount of any approved Capital Improvements, plus any funds, if any, District is not entitled to receive due to the fact that District is receiving its maximum permissible rate of return under Subsection e.(1), above.

f. In the event that any of the Gross Sale Proceeds are needed to pay any liens, taxes (delinquent or otherwise) or other adverse encumbrances, the amount of Gross Sale Proceeds so expended shall be deducted from any amounts due Employee pursuant to paragraphs d. and e.(2).

12. Repayment of District Assistance Loan Upon Other Than a Sale Event.

a. Events Triggering Repayment of District Assistance Loan. Upon any of the following events, Employee shall repay the District Assistance Loan in accordance with the provisions of paragraph b. below: (i) upon condemnation of the Housing Unit; (ii) the award of all or any portion of the Housing Unit to Employee's spouse in a proceeding for legal separation or for dissolution of marriage; (iii) upon the Employee filing for protection under the United States Bankruptcy Code; (iv) upon any other event other than a sale event whereby Employee no longer occupies the Housing Unit as [his or her] principal residence; or (v) a breach of this Agreement that is not cured by Employee. The District Assistance Loan shall be repaid in accordance with the provisions of paragraph b. below within: (i) six months of Employee's separation from employment at District; or (ii) within twelve months of the Employee's death.

b. Amount Paid to District. Upon the occurrence of any of the events described in paragraph a. above, District shall be repaid the amount that District paid toward the Purchase Price, plus a share of the appreciation in the Housing Unit determined as follows: The Parties shall endeavor to agree on an appraiser to determine the fair market value of the Housing Unit. District shall pay for the appraisal. If the Parties are unable to agree on an appraiser within 10 days after the occurrence of one of the above-described events, District shall have an appraisal made by an appraiser of its choice to establish the fair market value. Employee also may, at [his/her] expense, have an appraisal made by an appraiser of Employee's choice to establish the fair market value. If Employee secures such an appraisal within 30 days after the event and agreement cannot be reached by the Parties on the fair market value, the average of the two appraisals shall be deemed to be the fair market value. If Employee does not secure an appraisal within the 30-day period, then District's appraisal

shall be the fair market value. District's share of appreciation in the Housing Unit shall be determined from the following calculation: fair market value of the Housing Unit minus the Purchase Price of Housing Unit, plus the total amount credited to the Employee for Capital Improvements on the Housing Unit under the provisions of Section 8 above, multiplied by a percentage equal to the ratio of the amount that District contributed to the Purchase Price and the Purchase Price increased by the amount credited for authorized Capital Improvements; provided that in no event may District earn an annualized rate of return over the term of the entire loan greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. Such rate is the higher of either 10% per annum or 5% over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.

13. District's Right of First Refusal. In the event the Housing Unit is offered for sale pursuant to Section 9, District shall have the first right to purchase the Housing Unit in accordance with the following provisions. If Employee desires to sell the Housing Unit, [he/she] shall first offer in writing to sell such Unit to District. If District desires to purchase the Housing Unit, it shall so advise Employee in writing within 30 days from the date of Employee's written offer, unless the Parties agree to an extension in writing. In the event District desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the Parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. The District's purchase price for the Housing Unit shall be the appraised fair market value minus 6 percent% to reflect the Employee's avoided payment of realtor commission/transaction cost ("District Purchase Price"). If District desires to pursue the purchase of the Housing Unit ~~based on the appraisal~~, District shall submit the amount of the ~~appraised value~~ District's purchase price less the payoff amount of the Employee's District Assistance Loan into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to implement the sale of the Housing Unit to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires to obtain title insurance, the premium for that insurance shall be at its expense. District's payment shall be distributed in accordance with the provisions of Section 11.

In the event that the Housing Unit is required to be sold and any such sale is not otherwise controlled by a court or other legal process, District, within 30 days after the date which commences the requirement to sell the Housing Unit, shall notify Employee and/or Employee's successor in writing whether or not it desires to purchase the Housing Unit. If it desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee and/or [his/her] successor shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. The District's purchase price of the Housing Unit shall be the appraised fair market value minus 6% to reflect the avoided transaction cost. If District desires to purchase

the Housing Unit ~~based on the appraisal~~, District shall submit the amount of the ~~appraised value—District's purchase price less the payoff amount of the Employee's District Assistance Loan~~ into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to effect the conveyance of the Housing Unit from Employee or Employee's successor to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires title insurance, the premium for that insurance shall be at its expense. District's payment shall be distributed in accordance with the provisions of Section 11.

If District so elects, the Parties shall execute, and District shall record, a memorandum reflecting District's rights under this Section 13.

_____ **Employee Shall Initial To Acknowledge That [He/She] Understands That [He/She] is Conveying to District a Right of First Refusal, As Provided Herein.**

14. Employee Disclosure Obligations. Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments.. By December 1 of each year, Employee shall submit documentation that confirms [his/her] compliance with these requirements. If, at any time, Employee is in default of any financial obligation and cannot promptly cure the default, [he/she] shall notify the General Manager as soon as possible.

15. Tax Consequences. Each Party shall be solely responsible for its own tax consequences arising out of this Agreement, as well as its own tax consequences arising out of any transaction consummated to which the provisions of this Agreement apply.

16. Warranties and Representations. The Parties warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed without reliance on any statement or any representations not contained herein, including all exhibits, and that this Agreement reflects the entire agreement between the Parties. The warranties and representations made herein shall survive the execution and delivery of this Agreement, and shall be binding upon the respective heirs, representatives, successors and assigns of each of the Parties.

17. Entire Agreement. This Agreement is freely and voluntarily entered into by the Parties after having had the opportunity to consult with their respective attorneys. This Agreement represents the entire agreement of the Parties, and may be modified, amended or otherwise altered only upon written consent of the Parties.

18. Assignment. The Parties acknowledge and agree that this Agreement is not assignable by any Party, unless approved in writing by each of the Parties.

19. Attorney's Fees and Costs. If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the

prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

20. Binding Effect. Subject to the provisions of Section 17, this Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the Parties.

21. Counterparts. This Agreement may be executed in multiple counterparts.

22. Additional Documents. The Parties agree to execute such additional documents and do such further things as are reasonably necessary to effectuate the purposes of this Agreement.

23. Waiver of Rights. Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

24. Remedies Not Exclusive. The use by any Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law. In addition, if any Party fails to comply with any of its obligations hereunder, the other Party shall have the right to pursue all rights and remedies which may be available to it at law or in equity, including without limitation the specific performance of any such obligations.

25. Interpretation of this Agreement. The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement. The section headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

26. Effective Date and Term. This Agreement shall be effective on the date stated in the preamble and shall terminate upon the happening of any of the following: (i) the cancellation of the purchase of the Housing Unit by Employee; (ii) the sale of the Housing Unit and repayment of the District Assistance Loan; (iii) District's purchase of the Housing Unit; or (iv) repayment of the District Assistance Loan pursuant to Section 13.

27. Recitals. The recitals on pages 1 and 2 of this Agreement are true and are made of this Agreement.

28. Notices. All notices required to be given by any Party shall be made in writing and shall be effectuated (i) by personal delivery, (ii) via reputable overnight courier service, or (iii) by mail, registered or certified, postage prepaid with return receipt requested. Notices sent by overnight courier or mail must be addressed to the Parties at their addresses shown below, but each Party may change its designated address by giving written notice to the other Party in accordance with the provisions of this Section 27. Notices delivered personally shall be deemed communicated as of the date of actual receipt; notices sent via overnight courier shall be deemed communicated as of the date delivered by the courier; and mailed notices

shall be deemed communicated as of the date of receipt or the third day after mailing, whichever occurs first. The Parties' addresses are as follows:

Employee:

_____, CA 93__

District:

Mammoth Community Water District
Attn: General Manager
P.O. Box 597
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, this Agreement is made effective as of the date set forth in the preamble as follows:

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby, General Manager

EMPLOYEE:

[Employee Name]

[Note: If an Employee is married or is in a registered domestic partnership, the Employee's spouse or partner must be made a signatory to this agreement if they hold title jointly with the Employee. The agreement also should be edited as appropriate to include the name of the spouse/partner and make all obligations joint. If the Employee is taking title as his or her sole and separate property, the spouse/partner or must sign an acknowledgement of the terms of this agreement and agree to be bound by all applicable terms.]

MAMMOTH COMMUNITY WATER DISTRICT
EMPLOYEE HOME PURCHASE ASSISTANCE AGREEMENT
(Subordinate Loan Program)

This Employee Home Purchase Assistance Agreement – Subordinate Loan Program (“Agreement”) is made and entered into this _____, 20____, at Mammoth Lakes, California, by and between the Mammoth Community Water District, a California special district (“District”), and [name] (“Employee”) (collectively referred to as the “Parties” and individually as a “Party”), and is made with reference to the following facts:

Recitals:

A. District has a vested interest in maintaining the most skilled and professional workforce possible, and has established the Employee Home Purchase Assistance Program to address the obstacle of high housing cost in recruiting and retaining excellent employees. The Program is governed by the Employee Home Purchase Assistance Program Policy, as amended by the District’s Board of Directors from time to time (“Policy”).

B. Employee is a permanent full-time/part-time [title of position] and has complied with the requirements of the Employee Home Purchase Assistance Program by (1) submitting a true and complete application which includes evidence of adequate financing from a qualified primary lender; (2) making an offer to purchase the Housing Unit at a price not greater than 10% above the appraised value of the property, conditioned upon the District’s approval of the purchase price, structural soundness and code compliance of the Housing Unit; and (3) providing the District with a copy of the certified appraisal and certified home inspection report.

C. District has provided a letter to Employee dated _____, 20____ informing [him/her] that for up to 120 days from the date of the letter, Employee is eligible to receive a maximum amount of \$_____ in financial assistance (“Eligibility Amount”) from District in the form of a secured variable interest rate loan, as that term is defined below, for the purchase by Employee of a residential unit located at [address] (“Housing Unit”).

D. District has provided to Employee written notification of its approval of Employee’s purchase of the Housing Unit in the amount of \$_____ (“Purchase Price”), having concluded that the purchase price is not greater than 10% above the appraised value, and that the structural soundness and code compliance requirements are satisfied after reviewing the appraisal and home inspection report.

E. District and Employee have negotiated this Agreement respecting District’s financial assistance to the Employee for the purchase of the Housing Unit, which Employee intends to use as [his/her] primary home, subject to the terms and conditions of this Agreement and the Policy.

Agreement:

NOW, THEREFORE, the Parties agree as follows:

1. Method of Purchase of Home. Funds used to purchase the Housing Unit shall be comprised of the “District Assistance Loan,” the “Employee Contribution” and the “Primary Loan” as provided herein:

a. District’s Assistance Loan.

i. District shall contribute up to \$_____ to Employee toward Employee’s purchase of the Housing Unit (the “District Assistance Loan”), provided the amount of the District Assistance Loan is the lesser of: (1) the Eligibility Amount; (2) 35% of the Purchase Price; or (3) \$500,000. If the purchase of the Housing Unit by Employee fails for any reason, the District Assistance Loan shall be returned to District.

ii. The District Assistance Loan shall be made in the form of a “secured variable interest rate loan,” with a term ending [date 15 years from date of agreement], 15 years from the date of this Agreement. The interest rate shall be set initially at the yield of the 10-year Treasury note on the first business day of the first year of the loan. The rate will be adjusted thereafter during the term of the loan on each subsequent January 1. The interest rate each year will be set at the yield of the 10-year Treasury note on the first business day of that year. The total amount of interest due for each year must be paid by Employee on or before the first business day of each following year, such that the loan balance is kept to the original loan amount. No compounding of the loan is permitted. Employee may pay any portion of the principal balance of the loan at any time with no prepayment penalty.

iii. Upon expiration of the 15-year term, this Agreement shall terminate and Employee shall be required to pay off the principal amount of the District Assistance Loan and all accrued interest by payment in cash, refinancing of the primary loan to a higher amount, or sale of the Housing Unit and repayment of the District loan from the sale proceeds. The General Manager shall have the discretion to approve another means of payment, provided that the alternative form of payment results in the District obtaining full repayment of the entire loan principal and all accrued interest due.

iv. Employee shall execute a recordable document with the Mono or Inyo County Recorder, which may be a deed of trust, securing the obligations created hereunder.

v. The District Assistance Loan must be paid in full upon the occurrence of any of the following events: (1) on Employee’s sale or other conveyance of the Housing Unit; (2) one year after Employee passes away; (3) if Employee is then alive, six months after (i) Employee’s separation from employment at District, or (ii) Employee no longer uses the Housing Unit as [his/her] principal place of residence; (4) upon Employee’s filing for protection under the United States Bankruptcy Code; (5) upon the award of all or any portion of the Housing Unit to Employee’s spouse in a proceeding for legal separation or for dissolution of marriage; or (6) upon condemnation of the Housing Unit.

vi. The District Assistance Loan is not assumable or transferable.

vii. Upon close of escrow for Employee's purchase, the Housing Unit may have a lien securing the Primary Loan, as defined below, which lien may be superior to the lien of the District Assistance Loan, but shall not be subject to any other mortgage, deed of trust, lien or other adverse encumbrance, except for real property taxes and special assessments and other encumbrances specifically approved by District.

viii. Nothing in this Agreement shall be construed as creating a joint venture or other partnership relationship between Employee and District. Employee and District have solely a debtor/creditor relationship arising from this Agreement.

b. Primary Loan.

Employee's primary lender shall provide a first loan of \$ [redacted] for purchase of the Housing Unit ("Primary Loan"). Employee's primary lender is [name of primary lender]. The Primary Loan must be a fully amortized fixed rate loan for a term not to exceed 30 years.

c. Employee Contribution.

Employee shall contribute a down payment of at least \$ [redacted], which is the balance of the Purchase Price of the Housing Unit ("Employee Contribution"), which shall be at least 5% of the total Purchase Price. The Employee Contribution shall not include any proceeds from a loan that is secured by the Housing Unit, including the Primary Loan or the District Assistance Loan.

2. Execution of Documents. The Parties shall cooperate in the preparation and execution of all documents necessary to conform the purchase of the Housing Unit to the provisions of this Agreement.

3. No additional mortgages or liens. Except for liens for property taxes, assessments, the deed of trust securing the Primary Loan, and the deed of trust or other security for the District Assistance Loan, Employee shall not refinance the Primary Loan or cause any mortgage, deed of trust, lien, encumbrance or other cloud upon title to be recorded against the Housing Unit or to attach to the real property except as expressly authorized by the District's Board of Directors. Employee shall not cause any delinquency in property taxes or any special assessment. Any refinancing of the Primary Loan shall not impair the District Assistance Loan and shall conform with the requirements of the Policy. Under no circumstances may Employee place anyone on title after the close of escrow for the purchase of the Housing Unit without District's prior written agreement.

4. Consent of Spouse/Partner. If Employee later marries, [he/she] shall notify District of the marriage as soon as possible. Upon receipt of such notice from Employee, District may request that Employee and Employee's spouse enter into an amendment to this Agreement for the purpose of obtaining Employee's spouse's consent to comply with the terms of this Agreement. Any refusal by Employee's spouse to execute an amendment to this Agreement as requested by District shall be deemed a breach if this Agreement in accordance with the terms of Section 5 below. This provision also shall apply if Employee enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

5. Breach of Agreement. It shall be a breach of this Agreement for Employee to violate any covenant, condition or restriction in this Agreement, or to default in payment or other obligation due to be performed under a promissory note secured by a deed of trust encumbering the Housing Unit, or to breach any of the Employee's duties or obligations under said deed of trust. Employee must notify District, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, or of any breach of any of Employee's duties or obligations under said deed of trust, within five calendar days after Employee's notification from lender, or its assigns, of said default or past due payments or breach.

Upon receipt of a notice described in the above paragraph, District shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, Employee shall be personally liable to District for past due payments made by District, together with interest thereon at a rate specified in the promissory note secured by the first deed of trust, plus one percent (1%) and all actual expenses of District incurred in curing the default. Employee may cure the default and satisfy [his/her] obligation to District under this Agreement at any time prior to execution of a contract for sale, upon such reasonable terms as specified by District. Otherwise, Employee's indebtedness to District shall be satisfied from Employee's proceeds arising from Subsections 11(d), 11(e)(2) and/or 11(f) at closing or paid by Employee at the time of the repayment of the District Assistance Loan pursuant to Section 13.

6. Taxes, Assessments and Insurance. Employee shall pay when due all property taxes, assessments and homeowner association dues, if applicable, and all premiums for required insurance coverages for the Housing Unit without reimbursement from District. At purchase, Employee shall be required to purchase the most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrade coverage. If the Housing Unit is located within a FEMA-designated flood zone requiring the purchase of a flood insurance policy, Employee also shall obtain a flood insurance policy for the Housing Unit. In addition, Employee shall obtain an earthquake insurance policy for the Housing Unit. Employee also shall secure at least a standard form full coverage CLTA title insurance policy on the Housing Unit. All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, and Employee shall pay all premiums when due. Employee shall be required to continue such insurance for the term of this Agreement; and not less than every two years from the close of escrow on the Housing Unit, Employee shall be required to increase all insurance coverages in amounts consistent with the Housing Unit's estimated appreciation. All policies of insurance shall state the respective interests of the Parties and provide that the proceeds of any such insurance shall be paid to the Parties as their respective interests may appear. Nothing in this Agreement shall be construed to create in District an obligation to pay property taxes, assessments, homeowner association dues, or insurance premiums for the Housing Unit.

7. Maintenance. Employee shall maintain the Housing Unit in good condition and shall be solely responsible for all maintenance and repair costs, including uninsured losses. Employee shall pay all contractor invoices when due and shall not incur any mechanics liens or stop notices on the Housing Unit. Employee also will obtain and maintain for the first two years of ownership a home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances.

8. Capital Improvements. Employee may, at [his/her] sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as Employee deems beneficial to it. The District will not contribute any funds to such improvements.

9. Sale of Housing Unit. Subject to the provisions of Section 11, the Employee may sell the Housing Unit at any time.

10. Refinancing of Primary Loan. At any time during the term of this Agreement, Employee may request to refinance the Primary Loan. Any request for refinancing of the Primary Loan will be subject to the conditions and procedures provided in Section 16 of the Policy.

11. District's Right of First Refusal. In the event the Housing Unit is offered for sale pursuant to Section 9, District shall have the first right to purchase the Housing Unit in accordance with the following provisions. If Employee desires to sell the Housing Unit, [he/she] shall first offer in writing to sell such Unit to District. If District desires to purchase the Housing Unit, it shall so advise Employee in writing within 30 days from the date of Employee's written offer, unless the Parties agree to an extension in writing. In the event District desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the Parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. The District's purchase price for the Housing Unit shall be the appraised fair market value minus 6% percent to reflect the Employee's avoided transaction cost payment of realtor commissions ("District Purchase Price"). If District desires to pursue the purchase of the Housing Unit ~~based on the appraisal~~, District shall submit the amount of the ~~appraised value District's pPurchase pPrice less the payoff amount of the Employee's District Assistance Loan~~ into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to implement the sale of the Housing Unit to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires to obtain title insurance, the premium for that insurance shall be at its expense.

In the event that the Housing Unit is required to be sold under paragraph 1.a.v. of this Agreement and any such sale is not otherwise controlled by a court or other legal process, District, within 30 days after the date which commences the requirement to sell the Housing Unit, shall notify Employee and/or Employee's successor in writing whether or not it desires to purchase the Housing Unit. If it desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee and/or [his/her] successor shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. ~~The District's purchase price of the Housing Unit shall be the appraised fair market value minus 6% to reflect the avoided transaction cost.~~ If District desires to purchase the Housing Unit ~~based on the appraisal~~, District shall submit the amount of the ~~appraised value District's pPurchase pPrice less the payoff amount of the Employee's District Assistance Loan~~ into an escrow opened for the consummation of

the sale within 30 days after receipt of the appraisal report. In order to effect the conveyance of the Housing Unit from Employee or Employee's successor to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires title insurance, the premium for that insurance shall be at its expense.

If District so elects, the Parties shall execute, and District shall record, a memorandum reflecting District's rights under this Section 11.

____ **Employee Shall Initial To Acknowledge That [He/She] Understands That [He/She] is Conveying to District a Right of First Refusal, As Provided Herein.**

12. Employee Disclosure Obligations. Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments, and interest on the District subordinated loan. By December 1 of each year, Employee shall submit documentation that confirms [his/her] compliance with these requirements. If, at any time, Employee is in default of any financial obligation and cannot promptly cure the default, [he/she] shall notify the General Manager as soon as possible.

13. Tax Consequences. Each Party shall be solely responsible for its own tax consequences arising out of this Agreement, as well as its own tax consequences arising out of any transaction consummated to which the provisions of this Agreement apply.

14. Warranties and Representations. The Parties warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed without reliance on any statement or any representations not contained herein, including all exhibits, and that this Agreement reflects the entire agreement between the Parties. The warranties and representations made herein shall survive the execution and delivery of this Agreement, and shall be binding upon the respective heirs, representatives, successors and assign of each of the Parties.

15. Entire Agreement. This Agreement is freely and voluntarily entered into by the Parties after having had the opportunity to consult with their respective attorneys. This Agreement represents the entire agreement of the Parties, and may be modified, amended or otherwise altered only upon written consent of the Parties.

16. Assignment. The Parties acknowledge and agree that this Agreement is not assignable by any Party, unless approved in writing by each of the Parties.

17. Attorney's Fees and Costs. If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

18. Binding Effect. Subject to the provisions of Section 17, this Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the Parties.

19. Counterparts. This Agreement may be executed in multiple counterparts.

20. Additional Documents. The Parties agree to execute such additional documents and do such further things as are reasonably necessary to effectuate the purposes of this Agreement.

21. Waiver of Rights. Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

22. Remedies Not Exclusive. The use by any Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law. In addition, if any Party fails to comply with any of its obligations hereunder, the other Party shall have the right to pursue all rights and remedies which may be available to it at law or in equity, including without limitation the specific performance of any such obligations.

23. Interpretation of this Agreement. The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement. The section headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

24. Effective Date and Term. This Agreement shall be effective on the date stated in the preamble and shall terminate upon the happening of any of the following: (i) the cancellation of the purchase of the Housing Unit by Employee; (ii) the sale of the Housing Unit and repayment of the District Assistance Loan; (iii) District's purchase of the Housing Unit; or (iv) repayment of the District Assistance Loan pursuant to Section 1.a.v.

25. Recitals. The recitals on pages 1 and 2 of this Agreement are true and are made of this Agreement.

26. Notices. All notices required to be given by any Party shall be made in writing and shall be effectuated (i) by personal delivery, (ii) via reputable overnight courier service, or (iii) by mail, registered or certified, postage prepaid with return receipt requested. Notices sent by overnight courier or mail must be addressed to the Parties at their addresses shown below, but each Party may change its designated address by giving written notice to the other Party in accordance with the provisions of this Section 27. Notices delivered personally shall be deemed communicated as of the date of actual receipt; notices sent via overnight courier shall be deemed communicated as of the date delivered by the courier; and mailed notices shall be deemed communicated as of the date of receipt or the third day after mailing, whichever occurs first. The Parties' addresses are as follows:

Employee:

_____, CA 93____

District:

Mammoth Community Water District
Attn: General Manager
P.O. Box 597
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, this Agreement is made effective as of the date set forth in the preamble as follows:

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby, General Manager

EMPLOYEE:

[Employee Name]

[Note: If an Employee is married or is in a registered domestic partnership, the Employee's spouse or partner must be made a signatory to this agreement if they hold title jointly with the Employee. The agreement also should be edited as appropriate to include the name of the spouse/partner and make all obligations joint. If the Employee is taking title as his or her sole and separate property, the spouse/partner or must sign an acknowledgement of the terms of this agreement and agree to be bound by all applicable terms.]

MAMMOTH COMMUNITY WATER DISTRICT

**EMPLOYEE HOME PURCHASE ASSISTANCE PROGRAM
POLICY**

Adopted: January 17, 2008

Amended: xx xx, 2023

1. PURPOSE

The Mammoth Community Water District values its employees. It is the policy of the Mammoth Community Water District to promote employee recruitment and retention. To that end, the Mammoth Community Water District Employee Home Purchase Assistance Program (“Program”) is designed to facilitate home ownership for District employees (“Employee”) and to provide an incentive for recruiting potential employees to ensure the District maintains the most skilled and professional workforce possible. The Program offers two options for home loan assistance: (1) a Shared Value Program, under which the District will contribute up to 50 percent of the home purchase price and share appreciation in value with the Employee upon sale, and (2) a Subordinate Loan Program, under which the District will lend up to 35 percent of the home purchase price in a loan with a maximum term of 15 years and a variable interest rate set each year according to the yield on 10-year Treasury note on the first business day of the year.

2. PROGRAM FUNDING

The Program shall be financed through the “New Enterprise Fund”, which is funded as determined by the Board of Directors from a portion of the District’s share of property tax revenues received from Mono County. Nothing in this Policy precludes a change in funding or termination of the Program as may be determined in the Board’s sole discretion.

3. PROGRAM ELIGIBILITY

Homes purchased pursuant to the Program must be located within Mono County as far north as Mono City and Inyo County as far south as Big Pine. The purchased home must be the principal place of residence for the Employee. Housing unit types eligible for assistance shall be new or previously owned single-family detached houses, town homes, condominiums, or manufactured homes in mobile home parks or on a single-family lot and placed on a permanent foundation system (“Housing Unit”).

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Employees or their spouses who hold title to a single-family residence outside of the program eligibility area at the time of applying for Program assistance may retain such residences. An Employee applying for Program assistance may not concurrently own improved real property in the program eligibility area.

4. CONDITION OF HOUSING UNIT

Prior to a final commitment of District funds and prior to close of escrow on the purchase by the Employee, the Housing Unit under consideration shall be inspected by an established professional home inspection service or other reputable professional approved by the District to determine if it is structurally sound, and identify any code-related and health and safety deficiencies that need to be corrected. The cost of the home inspection shall be paid by the Employee, and a copy of the final report provided to the District. All Housing Units to be purchased under the Program must be in compliance with State and local codes and ordinances. The District inspection and its approval of the remediation of any deficiencies shall be made a condition of the close of escrow for the purchase of the Housing Unit.

5. EMPLOYEE SELECTION PROCESS

The intent of this Policy is that Program assistance generally shall be given on a first-come, first-served basis to regular full-time and regular part-time permanent employees who have successfully completed their initial employment probationary period, in accordance with the rules and procedures of the Program as set forth in this Policy. However, recognizing that the Program could be a valuable tool for recruiting more senior employees in key positions, the General Manager may propose that the minimum employment requirement not apply in a particular case, subject to Board approval.

6. EMPLOYEE HOME PURCHASE ASSISTANCE PROGRAM PROCESS

An Employee must complete an application and return it to the District's General Manager with all required information, including a pre-qualifying loan statement completed by a lender providing evidence of financing for the maximum amount that the primary lender is willing to loan to the Employee ("Primary Loan"). The application must designate which of the two assistance options the Employee is proposing to use.

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Upon determination of eligibility for the Program, the Employee will receive a letter from the District stating the approximate amount of down payment assistance for which the Employee is eligible. This letter also will provide that the amount of assistance will be available for a period of up to 120 days after the date of the letter. For good cause and subject to the provision of appropriate documentation of the need, the General Manager may extend the time in which the District's assistance amount will remain available to an Employee.

Once a suitable Housing Unit has been located, the Employee makes an offer to purchase. The offer must be an estimate of the fair market value of the Housing Unit. The offer must provide that the close of escrow shall be conditioned on the District's approval of the purchase price, District inspection as set forth above, and compliance with all applicable building codes. The Employee will submit a copy of the final purchase contract to the District.

The Employee shall provide the District with a copy of a current appraisal (no more than 90 days old). The appraisal must be performed by an appraiser holding a valid license in good standing issued by the California Bureau of Real Estate Appraisers. The appraiser's license must be at least a residential appraisal license if the housing unit does not require a complex appraisal, is not part of a development of more than four units, and is valued at up to \$1,000,000. If the property requires a complex appraisal, consists of more than four units, or is valued at more than \$1,000,000, then the appraiser must hold a valid certified residential license or certified general license in good standing. The appraisal must establish that the proposed purchase price is no more than 10% above the appraised value. Upon receipt of the appraisal, the District will provide written notification to the Employee approving or denying the purchase price within 10 days.

If the District approves the purchase price, it shall prepare a written agreement with the Employee that includes terms for repayment of the District's home purchase assistance and other terms specific to either the shared value program or the subordinate loan program according to the Employee's choice of program. Agreements for both programs will provide the District with a first right of refusal to purchase the Housing Unit upon sale of the unit as provided in Section 14 of this Policy. If married or in a registered domestic partnership, the Employee's spouse or partner shall execute the agreement if title is held jointly, or will acknowledge and agree to comply with all applicable terms if the Employee holds the Housing Unit as his or her sole and separate property. The agreement shall be reviewed by the District's legal counsel prior to submitting to the employee for signature. Once the employee has signed, the General Manager may then execute the agreement provided it complies with this policy.

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Once approval has been received from the District, the Employee may proceed with the close of escrow. When the primary lender requirements and District agreement requirements are met, District shall deposit its loan funds into escrow, with required closing instructions, Note, and Deed of Trust to be executed in escrow. As part of closing the purchase, the Employee shall be required to secure and maintain the following insurance coverages on the Housing Unit:

- The most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrades, in the full amount of the purchase price, which amount the Employee shall increase over time consistent with the Housing Unit's appreciation.
- Flood Insurance policy; If the Housing Unit is located within a FEMA-designated flood zone, the purchase of a flood insurance policy is required.
- Earthquake insurance policy.
- At least a standard form full coverage CLTA title insurance policy.
- A home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances for the first two years of ownership.

All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, or any lesser maximum limits if the type of coverage will not insure for the full purchase price or appraised value of the Housing Unit.

The Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments, and interest on the District subordinated loan. By December 1 of each year, employees shall submit documentation that confirms compliance with these requirements. If an employee is in default of any financial obligation and cannot promptly cure the default, he or she shall notify the General Manager as soon as possible.

7. EMPLOYEE'S PRIMARY HOME LOAN

The Primary Loan must be a fully amortized fixed rate loan from a financial institution that makes market rate loans on conventional terms. No hard money loans or other unconventional loans will be permitted. The General Manager may, however, approve a Primary Loan that is not made by a financial institution, provided that any such loan is made at a market rate on conventional market terms.

The Primary Loan and the District agreement shall not be assumable or transferable.

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8. EMPLOYEE PAYMENT OF HOME PURCHASE COSTS

The Employee shall pay all costs of the appraisal required by the District, and any District Housing Unit inspection costs. Such costs will not be deemed to be part of the Employee's down payment contribution required under this section.

The Employee shall contribute at least 5 percent of the purchase price as a down payment. The District shall not pay any closing costs for an Employee's purchase of a Housing Unit, except for the cost of a lender's title insurance policy covering the amount of the District's down payment or loan. The District also shall not be liable for any additional costs of purchase, repair or for other reasons before, during or after escrow.

9. AMOUNT OF DISTRICT HOME PURCHASE ASSISTANCE

Under the Shared Value Program, the amount of the District's home purchase assistance will be up to 50 percent of the purchase price with a \$500,000 cap, and will be in the form of a loan without interest. In lieu of paying interest, the Employee shall share with the District the amount of the Housing Unit's appreciation realized upon sale as further provided in Section 10 of this Policy.

Under the Subordinate Loan Program, the amount of the District's loan to an Employee will be up to 35 percent of the purchase price with a \$500,000 cap, and will be in the form of a loan with interest payable annually as further provided in Section 10 of this Policy.

10. DISTRICT HOME PURCHASE ASSISTANCE REPAYMENT

For the Shared Value option, the District will share with the Employee any gain in value at the time the property is sold. Upon sale of the Housing Unit, the proceeds of sale shall be allocated in the following order:

- (a) The costs of sale, including but not limited to escrow fees, real estate broker's fees, and related expenses, shall first be deducted from the gross sales price.
- (b) The Primary Loan shall be paid in full from the proceeds of the sale via escrow. In the event the gross sale proceeds are insufficient to pay the Primary loan balance, the District shall not be liable for payment of the Primary Loan.

- (c) To the extent gross sale proceeds remain, the District shall be distributed an amount equal to the amount that the District contributed to the Employee's purchase of the Housing Unit (this distribution does not include any apportionment arising from the Appreciation Proceeds discussed below).
- (d) To the extent gross sale proceeds remain, the Employee shall receive the amount of Employee's contribution to the purchase price, plus the total amount that the Employee has then paid towards the principal of the Primary Loan, and the amount that the Employee was credited for approved capital improvements as described in Section 13 below.
- (e) Any remaining gross sale proceeds (the "Appreciation Proceeds") shall be shared between District and Employee as follows:
 - 1. The District shall receive a percentage of the Appreciation Proceeds equal to the amount of the District's contribution to the purchase price divided by the purchase price increased by the amount credited for any approved capital improvements, although in no event may the District earn an annualized rate (simple interest over the term of the entire assistance loan) greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. That rate is the higher of either 10 percent per annum or 5 percent over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the down payment loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.
 - 2. The Employee shall receive a percentage of the Appreciation Proceeds equal to the amount of Employee's contribution component and the Primary Loan components and the amount credited for approved capital improvements divided by the purchase price (as increased by the amount of any approved capital improvement), plus any funds, if any, the District is not entitled to receive due to the fact that the District is receiving its maximum permissible rate of return, as set forth above.

For the Subordinated Loan Program, the District's assistance to the Employee is in the form of a loan with a 15-year term and variable interest rate. The interest rate shall be set initially at the yield of the 10-year Treasury note on the first business day of the first year of the loan. The rate will be adjusted thereafter during the term of the loan on each subsequent January 1. The interest rate each year will be set at the yield of the 10-year Treasury note on the first business day of that year. The total amount of interest due for each year must be paid by the Employee on or before the first business day of each following year, such that the loan balance is kept to

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the original loan amount or less. No compounding of the loan is permissible. Any part of the principal balance of the loan may be paid at any time with no prepayment penalty.

Upon expiration of the 15-year term, the loan agreement between the District and the Employee will terminate and the Employee shall be required to pay off in full the remaining principal amount of the District loan and any accrued interest by payment in cash, refinancing of the Primary Loan to a higher amount, or sale of the Housing Unit and repayment of the District loan from the sale proceeds. The General Manager shall have the discretion to approve another means of payment, provided that the alternative form of payment results in the District obtaining full repayment of the entire loan principal and all accrued interest due.

For both the Shared Value and Subordinate Loan Programs, except as otherwise provided in this Policy, the District Home Purchase Assistance must be paid in full if: (1) promptly through escrow if the Employee sells the Housing Unit; (2) within six months after (a) the Employee separates from employment with the District, or (b) the Employee no longer uses the Housing Unit as his or her principal place of residence; (3) within one year after the Employee passes away; or (4) on the catastrophic loss of the Housing Unit as further provided in Section 11 of this Policy.

11. REPAYMENT OF DISTRICT HOME PURCHASE ASSISTANCE UPON LOSS OF HOUSING UNIT

If an Employee in the Subordinated Loan Program experiences the catastrophic loss of a Housing Unit from fire, earthquake or other cause, the Employee shall repay the amount of the District Loan and any accrued interest and the existing agreement with the District shall terminate. Such repayment will be made within 10 days after the Employee's receipt of insurance proceeds in payment of the loss, unless otherwise approved by the Board. The Employee shall require that the insurance carrier make the check to pay off the District Loan payable to the District (or to the Employee and the District, in which case the Employee, and if required his or her spouse, shall endorse the check to the District).

If an Employee in the Shared Value Program experiences the catastrophic loss of a Housing Unit from fire, earthquake or other cause, the Employee shall either continue or terminate the agreement with the District in one of the methods described below.

(1) If the Employee chooses to retain the real property on which the Housing Unit stood and to rebuild the Housing Unit, the Employee may request that the District make a new District Loan to assist with construction of the new Housing Unit. The General Manager shall have the discretion to issue such a loan, provided that the loan would initially be provided in the form of a construction loan and that loan complies with the guidelines

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provided in this Policy. The District loan would be the last funds used by the Employee for construction after the Employee expends all insurance proceeds he or she receives for the loss of the original Housing Unit and all proceeds of any primary construction loan secured by the Employee are used. As conditions of the District providing such a loan: (1) the Employee and the District shall enter into a temporary loan agreement for construction funding at the interest rate applicable for that year as further provided in Section 10 of this Policy; (2) the Employee shall agree at the completion of construction to secure a conventional Primary Loan and to convert the District loan to a District down payment assistance shared value or subordinated loan in accordance with the terms of this Policy; and (3) the Employee shall secure all applicable insurance coverages required during the course of construction, including a builder's risk policy covering all perils in the full cost of the completed improvements. The Employee will deliver a copy of all required insurance policies to the General Manager for approval.

(2) If the Employee chooses to retain the property, but not rebuild, within one year of the loss the Employee must buy out the District's share of the agreement according to the provisions of Section 15.

(3) If the Employee chooses to sell the property without rebuilding within one year of the loss, the proceeds of the sale will be shared with the District according to the provisions of Section 10.

12. IN-SERVICE CHANGES IN TITLE

Under no circumstances may an Employee place anyone on title to the Housing Unit after the close of escrow for the purchase of the Housing Unit without prior written agreement of the District or otherwise place a cloud on title or jeopardize the District's interest in the Housing Unit. This includes, but is not limited to, the following:

- (a) If an Employee is single at the time of obtaining a loan from the District and later marries, the Employee shall promptly notify the District of his or her marriage. Upon receipt of such notice from the Employee, the District shall require the Employee and the Employee's spouse to enter into an amendment to the agreement for the purpose of obtaining the Employee's spouse's consent to comply with the terms of that agreement. The District shall require this amendment regardless of whether an Employee desires to place his or her spouse on title to the Housing Unit. Any refusal by an Employee's spouse to execute an amendment to the District agreement as required by the District shall be

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deemed a breach of that agreement. This provision also shall apply to an Employee who enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

- (b) Employee may not sell, transfer, loan, use as collateral for any form of financing, or otherwise provide an interest in the Housing Unit to any other person or entity without providing advance notice to District and first obtaining District's consent to such transaction. District reserves the right in all case to refuse such consent.
- (c) Employee may not place the Housing Unit into any type of trust without providing advance notice to District of the planned transfer and first obtaining District's consent to the transfer. District consent generally will be given when Employee (and any authorized spouse or partner) retains the sole legal and beneficial interests in the Housing Unit, but the District in all cases reserves the right to refuse consent to such transfers.

13. EMPLOYEE PROPERTY IMPROVEMENTS

The Employee may, at his or her sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as he or she deems beneficial to it. For the Employee to receive credit in the distribution of proceeds under the Shared Value Program a capital improvement is limited to one which: (1) is performed with a building permit which is subsequently signed off by the governing authority, and (2) which receives prior written approval from the District. No other types of improvements or any maintenance or repair expenses will be considered under this clause.

Before starting construction of and again at the completion of the capital improvement, an appraisal by a licensed or certified appraiser agreed upon by the Employee and the District will be conducted at the expense of the Employee to confirm the actual value added by the capital improvement. The Employee shall be credited the value added to the Housing Unit as determined by the appraisal. The Employee shall provide to the District documentation that supports all expenses for permitting, constructing, and completing of the capital improvement and verifies the Employee's actual payment of all such expenses. Any capital improvements that are gifted or otherwise obtained from funding sources other than the employee's own funds, including insurance reimbursements, will not be considered as qualifying capital improvements for purposes of this Policy.

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14. DISTRICT'S RIGHT OF FIRST REFUSAL UPON SALE OF HOUSING UNIT

The agreement between the Employee and District shall provide the District with a first right of refusal to purchase the Housing Unit if the Employee places it for sale during the term of the agreement. In such cases, the District shall be entitled to purchase the Housing Unit at its appraised fair market value, less 6 percent to reflect the Employee's avoided payment of realtor commissions. The fair market value shall be determined by an appraisal prepared by a licensed or certified appraiser agreed upon between the Employee and the District and paid for by the District. For loans made under the Shared Value Program, the proceeds of a purchase of a Housing Unit by the District shall be allocated as provided in Section 10. For loans made under the Subordinated Loan Program, proceeds will be allocated as follows: (1) payment of costs of sale and escrow; (2) pay-off of the Primary Loan and any accrued interest; (3) pay-off of the District's loan and all accrued interest; (4) payment of any existing liens against the Housing Unit other than the liens of the primary lender's first and the District's second deeds of trust; and (5) payment of all remaining proceeds to the Employee.

15. EMPLOYEE PURCHASE OF DISTRICT'S INTEREST

Employees in the Shared Value Program may request to purchase the District's interest in the Housing Unit. The Employee shall be entitled to purchase the Housing Unit at its fair market value as determined by an appraisal prepared by a licensed or certified appraiser agreed upon between the Employee and the District and paid for by the Employee and prepared within 90 days of the Employee's proposed closing date for purchase of the District's interest. The proceeds of a purchase of the District's interest in a Housing Unit by the Employee shall be allocated in the same manner as described in the portion of Section 10 pertaining to pay-off of a shared value loan.

Employees in the Subordinated Loan Program may elect to purchase the District's interest by paying the principal balance of the District's loan and all accrued interest.

16. EMPLOYEE REFINANCING OF PRIMARY LOAN

During the term of a District loan agreement, an Employee may request to refinance his or her Primary Loan. The District shall evaluate each request in accordance with the following criteria: (1) generally, a refinancing of a Housing Unit on which a District loan exists should be for the amount of the Primary Loan's remaining principal balance for purposes such as reducing the interest rate on the Primary Loan, reducing the term of that loan, or obtaining more favorable

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loan terms; (2) the refinancing of the Primary Loan should not extend the term of the loan beyond its original term; and (3) if an Employee proposes to take cash out of equity, the proposed cash out amount should be for no more than the amount of equity an Employee has built through previous payments on the original loan principal and should not increase the principal balance on the Primary Loan above the original loan amount. This last requirement is imposed to help ensure that Employees avoid over-extending their credit and, in cases where the Employee has obtained a shared value loan, to protect the District's original participation interest percentage in the Housing Unit from a material reduction. If an Employee's request for refinancing his or her Primary Loan will not affect the District's position, the General Manager may approve the request and report the approval to the Board at its next regular meeting. In all other cases, the Board must approve an Employee's request to refinance his or her Primary Loan. In all cases, the Board or General Manager reserve the right to approve or reject any Employee request for District consent to a refinancing of the Primary Loan based on the proposed terms of the refinancing and the specific circumstances of each Employee's request. An approval for the refinancing of an Employee's Primary Loan shall remain valid for a period of one year or closing of the refinancing, whichever is sooner.

17. BOARD COMMITTEE REVIEW

The President of the Board of Directors shall appoint an Employee Housing Committee of the Board. The Committee shall meet with the Finance Director at least annually in the first quarter of the year to review the compliance of all participants in the Employee Home Purchase Assistance Program in the previous year and to consider any potential revisions to this Policy. Any revisions proposed by the Committee shall be recommended to the Board for consideration and approval.

MAMMOTH COMMUNITY WATER DISTRICT
EMPLOYEE HOME DOWN PAYMENT ASSISTANCE AGREEMENT
(Shared Value Program)

This Employee Home Down Payment Assistance Agreement – Shared Value Program (“Agreement”) is made and entered into this _____, 20____, at Mammoth Lakes, California, by and between the Mammoth Community Water District, a California special district (“District”), and [name] (“Employee”) (collectively referred to as the “Parties” and individually as a “Party”), and is made with reference to the following facts:

Recitals:

A. District has a vested interest in maintaining the most skilled and professional workforce possible, and has established the Employee Home Purchase Assistance Program to address the obstacle of high housing cost in recruiting and retaining excellent employees. The Program is governed by the Employee Home Purchase Assistance Program Policy, as amended by the District’s Board of Directors from time to time (“Policy”).

B. Employee is a permanent [full-time part-time][title of position] and has complied with the requirements of the Employee Home Purchase Assistance Program by (1) submitting a true and complete application which includes evidence of adequate financing from a qualified primary lender; (2) making an offer to purchase the Housing Unit contingent on the price being not greater than 10% above the appraised value of the property, conditioned upon the District’s approval of the purchase price, structural soundness and code compliance of the Housing Unit; and (3) providing the District with a copy of the certified appraisal and certified home inspection report.

C. District has provided a letter to Employee dated _____, 20____ informing [him/her] that for up to 120 days from the date of the letter, Employee is eligible to receive a maximum amount of \$_____ in financial assistance (“Eligibility Amount”) from District in the form of a secured deferred interest loan, as that term is defined below, for the purchase by Employee of a residential unit located at [address] (“Housing Unit”).

D. District has provided to Employee written notification of its approval of Employee’s purchase of the Housing Unit in the amount of \$_____ (“Purchase Price”), having concluded that the purchase price is not greater than 10% above the appraised value, and that the structural soundness and code compliance requirements are satisfied after reviewing the appraisal and home inspection report.

E. District and Employee have negotiated this Agreement respecting District’s financial assistance to the Employee for the purchase of the Housing Unit, which Employee intends to use as [his/her] primary home, subject to the terms and conditions of this Agreement and the Policy.

Agreement:

NOW, THEREFORE, the Parties agree as follows:

1. Method of Purchase of Home. Funds used to purchase the Housing Unit shall be comprised of the “District Assistance Loan,” the “Employee Contribution” and the “Primary Loan” as provided herein:

a. District’s Assistance Loan.

i. District shall contribute up to \$ [REDACTED] to Employee toward Employee’s purchase of the Housing Unit (the “District Assistance Loan”), provided the amount of the District Assistance Loan is the lesser of: (1) the Eligibility Amount; (2) 50% of the Purchase Price; or (3) \$500,000. If the purchase of the Housing Unit by Employee fails for any reason, the District Assistance Loan shall be returned to District.

ii. The District Assistance Loan shall be made in the form of a “secured deferred interest loan,” which means that District shall share in the future appreciation of the Housing Unit.

iii. Employee shall execute a recordable document with the Mono or Inyo County Recorder, which may be a deed of trust, securing the obligations created hereunder.

iv. The District Assistance Loan must be paid in full upon the occurrence of any of the following events: (1) on Employee’s sale or other conveyance of the Housing Unit; (2) one year after Employee passes away; (3) if Employee is then alive, six months after (i) Employee’s separation from employment at District, or (ii) Employee no longer uses the Housing Unit as [his/her] principal place of residence; (4) upon Employee’s filing for protection under the United States Bankruptcy Code; (5) upon the award of all or any portion of the Housing Unit to Employee’s spouse in a proceeding for legal separation or for dissolution of marriage; or (6) upon condemnation of the Housing Unit.

v. The District Assistance Loan is not assumable or transferable.

vi. Upon close of escrow for Employee’s purchase, the Housing Unit may have a lien securing the Primary Loan, as defined below, which lien may be superior to the lien of the District Assistance Loan, but shall not be subject to any other mortgage, deed of trust, lien or other adverse encumbrance, except for real property taxes and special assessments and other encumbrances specifically approved by District.

vii. Nothing in this Agreement shall be construed as creating a joint venture or other partnership relationship between Employee and District. Employee and District have solely a debtor/creditor relationship arising from this Agreement.

b. Primary Loan.

Employee's primary lender shall provide a first loan of \$_____ for purchase of the Housing Unit ("Primary Loan"). Employee's primary lender is [name of primary lender]. The Primary Loan must be a fully amortized fixed rate loan for a term not to exceed 30 years.

c. Employee Contribution.

Employee shall contribute a down payment of at least \$_____, which is the balance of the Purchase Price of the Housing Unit ("Employee Contribution"), which shall be at least 5% of the total Purchase Price. The Employee Contribution shall not include any proceeds from a loan that is secured by the Housing Unit, including the Primary Loan or the District Assistance Loan.

2. Execution of Documents. The Parties shall cooperate in the preparation and execution of all documents necessary to conform the purchase of the Housing Unit to the provisions of this Agreement.

3. No Additional Mortgages or Liens. Except for liens for property taxes, assessments, the deed of trust securing the Primary Loan, and the deed of trust or other security for the District Assistance Loan, Employee shall not refinance the Primary Loan or cause any mortgage, deed of trust, lien, encumbrance or other cloud upon title to be recorded against the Housing Unit or to attach to the real property except as expressly authorized by the District's Board of Directors. Employee shall not cause any delinquency in property taxes or any special assessment. Any refinancing of the Primary Loan shall not impair the District Assistance Loan and shall conform with the requirements of the Policy. Under no circumstances may Employee place anyone on title after the close of escrow for the purchase of the Housing Unit without District's prior written agreement.

4. Consent of Spouse/Partner. If Employee later marries, [he/she] shall notify District of the marriage as soon as possible. Upon receipt of such notice from Employee, District may request that Employee and Employee's spouse enter into an amendment to this Agreement for the purpose of obtaining Employee's spouse's consent to comply with the terms of this Agreement. Any refusal by Employee's spouse to execute an amendment to this Agreement as requested by District shall be deemed a breach if this Agreement in accordance with the terms of Section 5 below. This provision also shall apply if Employee enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

5. Breach of Agreement. It shall be a breach of this Agreement for Employee to violate any covenant, condition or restriction in this Agreement, or to default in payment or other obligation due to be performed under a promissory note secured by a deed of trust encumbering the Housing Unit, or to breach any of the Employee's duties or obligations under said deed of trust. Employee must notify District, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, or of any breach of any of Employee's duties or obligations under said deed of trust, within five calendar days after Employee's notification from lender, or its assigns, of said default or past due payments or breach.

Upon receipt of a notice as described in the above paragraph, District shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, Employee shall be personally liable to District for past due payments made by District, together with interest thereon at a rate specified in the promissory note secured by the first deed of trust, plus one percent (1%) and all actual expenses of District incurred in curing the default. Employee may cure the default and satisfy [his/her] obligation to District under this Agreement at any time prior to execution of a contract for sale, upon such reasonable terms as specified by District. Otherwise, Employee's indebtedness to District shall be satisfied from Employee's proceeds arising from Subsections 11(d), 11(e)(2) and/or 11(f) at closing or paid by Employee at the time of the repayment of the District Assistance Loan pursuant to Section 13.

6. Taxes, Assessments and Insurance. Employee shall pay when due all property taxes, assessments and homeowner association dues, if applicable, and all premiums for required insurance coverages for the Housing Unit without reimbursement from District. At purchase, Employee shall be required to purchase the most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrade coverage. If the Housing Unit is located within a FEMA-designated flood zone requiring the purchase of a flood insurance policy, Employee also shall obtain a flood insurance policy for the Housing Unit. In addition, Employee shall obtain an earthquake insurance policy for the Housing Unit. Employee also shall secure at least a standard form full coverage CLTA title insurance policy on the Housing Unit. All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, and Employee shall pay all premiums when due. Employee shall be required to continue such insurance for the term of this Agreement; and not less than every two years from the close of escrow on the Housing Unit, Employee shall be required to increase all insurance coverages in amounts consistent with the Housing Unit's estimated appreciation. All policies of insurance shall state the respective interests of the Parties and provide that the proceeds of any such insurance shall be paid to the Parties as their respective interests may appear. Nothing in this Agreement shall be construed to create in District an obligation to pay property taxes, assessments, homeowner association dues, or insurance premiums for the Housing Unit.

7. Maintenance. Employee shall maintain the Housing Unit in good condition and shall be solely responsible for all maintenance and repair costs, including uninsured losses. Employee shall pay all contractor invoices when due and shall not incur any mechanics liens or stop notices on the Housing Unit. Employee also will obtain and maintain for the first two years of ownership a home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances.

8. Capital Improvements. Employee may, at [his/her] sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as Employee deems beneficial to it. If Employee desires to receive credit for a capital improvement in the distribution of Gross Sale Proceeds under Section 11 below, a capital improvement must qualify for credit according to these criteria: (1) is performed with a building permit that is subsequently signed off by the governing authority; and (2) receives prior written approval from District. Other types of improvements and any maintenance or repair expenses will not be considered as a qualifying capital improvement. Before starting construction of and again at the completion of a qualifying capital improvement, an appraisal by a certified appraiser agreed upon by Employee and District will be conducted at Employee's expense to confirm the actual value added by the capital improvement. Employee shall be credited the value

added to the Housing Unit as determined by the appraisal. Employee shall provide to District documentation that supports all expenses for permitting, constructing, and completing a capital improvement and verifies Employee's actual payment of all such expenses. Any capital improvements that are gifted or otherwise obtained from funding sources other than Employee's own funds, including insurance reimbursements, will not be considered as qualifying capital improvements for purposes of this Policy.

9. Sale of Housing Unit. Subject to the provisions of Section 11 and except as provided in Section 13, the Employee may sell the Housing Unit at any time. Any such sale of the Housing Unit shall be for an amount equal or greater than the Housing Unit's fair market value as determined by an appraisal made by a certified appraiser approved by District no sooner than 90 days prior to close of escrow for sale of the Housing Unit, unless District agrees in writing to another price.

10. Employee Purchase of District's Interest; Refinancing of Primary Loan. At any time during the term of this Agreement, Employee may propose to purchase District's interest in the Housing Unit. The proposed purchase shall be subject to the applicable conditions and procedures provided in Section 15 of the Policy. Employee also may request to refinance the Primary Loan. Any request for refinancing of the Primary Loan will be subject to the conditions and procedures provided in Section 16 of the Policy.

11. Distribution of Proceeds from Sale of the Housing Unit. Upon sale of the Housing Unit pursuant to the provisions of Section 9 or pursuant to any other circumstance, the gross proceeds of the sale (the "Gross Sale Proceeds") shall be allocated according to the following order of priority (see also Examples 1-3 attached as Exhibit 1 to this Agreement):

a. The normal and customary costs of sale, including, but not limited to, escrow fees, real estate brokers' fees, and related expenses, shall be deducted from the Gross Sale Proceeds of the Housing Unit.

b. The outstanding balance on the Primary Loan shall be paid in full to the primary lender or its successor in interest from the Gross Sale Proceeds. In the event the Gross Sale Proceeds are insufficient to pay the Primary Loan balance, District shall not be liable for payment of the Primary Loan.

c. To the extent Gross Sale Proceeds remain, District shall be distributed an amount equal to the amount District contributed to Employee's purchase of the Housing Unit. This distribution does not include any apportionment made of the Remaining Gross Sale Proceeds discussed in paragraph e. below.

d. To the extent Gross Sale Proceeds remain, Employee shall receive the amount of the Employee Contribution, plus the total amount that Employee has then paid towards the principal of the Primary Loan, and the amount credited to the Employee for Capital Improvements on the Housing Unit under the provisions of Section 8 above.

e. Any remaining Gross Sale Proceeds (the "Remaining Gross Sale Proceeds") shall be shared between District and Employee as follows:

(1) District shall receive a percentage of the Remaining Gross Sale Proceeds equal to the amount of the District Assistance Loan divided by the purchase price increased by the amount credited for any approved capital improvements. In no event, however, may District earn an annualized rate of return over the term of the entire loan greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. That rate is the higher of either 10 percent per annum or 5 percent over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the home purchase assistance loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.

(2) Employee shall receive a percentage of the Remaining Gross Sale Proceeds equal to the amount of the Employee Contribution, the Primary Loan, and the amount credited for approved capital improvements, divided by the Purchase Price, as increased by the amount of any approved Capital Improvements, plus any funds, if any, District is not entitled to receive due to the fact that District is receiving its maximum permissible rate of return under Subsection e.(1), above.

f. In the event that any of the Gross Sale Proceeds are needed to pay any liens, taxes (delinquent or otherwise) or other adverse encumbrances, the amount of Gross Sale Proceeds so expended shall be deducted from any amounts due Employee pursuant to paragraphs d. and e.(2).

12. Repayment of District Assistance Loan Upon Other Than a Sale Event.

a. Events Triggering Repayment of District Assistance Loan. Upon any of the following events, Employee shall repay the District Assistance Loan in accordance with the provisions of paragraph b. below: (i) upon condemnation of the Housing Unit; (ii) the award of all or any portion of the Housing Unit to Employee's spouse in a proceeding for legal separation or for dissolution of marriage; (iii) upon the Employee filing for protection under the United States Bankruptcy Code; (iv) upon any other event other than a sale event whereby Employee no longer occupies the Housing Unit as [his or her] principal residence; or (v) a breach of this Agreement that is not cured by Employee. The District Assistance Loan shall be repaid in accordance with the provisions of paragraph b. below within: (i) six months of Employee's separation from employment at District; or (ii) within twelve months of the Employee's death.

b. Amount Paid to District. Upon the occurrence of any of the events described in paragraph a. above, District shall be repaid the amount that District paid toward the Purchase Price, plus a share of the appreciation in the Housing Unit determined as follows: The Parties shall endeavor to agree on an appraiser to determine the fair market value of the Housing Unit. District shall pay for the appraisal. If the Parties are unable to agree on an appraiser within 10 days after the occurrence of one of the above-described events, District shall have an appraisal made by an appraiser of its choice to establish the fair market value. Employee also may, at [his/her] expense, have an appraisal made by an appraiser of Employee's choice to establish the fair market value. If Employee secures such an appraisal within 30 days after the event and agreement cannot be reached by the Parties on the fair market value, the average of the two appraisals shall be deemed to be the fair market value. If Employee does not secure an appraisal within the 30-day period, then District's appraisal

shall be the fair market value. District's share of appreciation in the Housing Unit shall be determined from the following calculation: fair market value of the Housing Unit minus the Purchase Price of Housing Unit, plus the total amount credited to the Employee for Capital Improvements on the Housing Unit under the provisions of Section 8 above, multiplied by a percentage equal to the ratio of the amount that District contributed to the Purchase Price and the Purchase Price increased by the amount credited for authorized Capital Improvements; provided that in no event may District earn an annualized rate of return over the term of the entire loan greater than the maximum rate authorized by Section 1 of Article XV of the California Constitution. Such rate is the higher of either 10% per annum or 5% over the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month before the loan (if the agreement to loan and the actual lending of the money are in different months, the 25th day of the month before the earlier events is used) per annum.

13. District's Right of First Refusal. In the event the Housing Unit is offered for sale pursuant to Section 9, District shall have the first right to purchase the Housing Unit in accordance with the following provisions. If Employee desires to sell the Housing Unit, [he/she] shall first offer in writing to sell such Unit to District. If District desires to purchase the Housing Unit, it shall so advise Employee in writing within 30 days from the date of Employee's written offer, unless the Parties agree to an extension in writing. In the event District desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the Parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. The District's purchase price for the Housing Unit shall be the appraised fair market value minus 6 percent to reflect the Employee's avoided payment of realtor commissions ("District Purchase Price"). If District desires to pursue the purchase of the Housing Unit, District shall submit the amount of the District Purchase Price less the payoff amount of the Employee's District Assistance Loan into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to implement the sale of the Housing Unit to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires to obtain title insurance, the premium for that insurance shall be at its expense. District's payment shall be distributed in accordance with the provisions of Section 11.

In the event that the Housing Unit is required to be sold and any such sale is not otherwise controlled by a court or other legal process, District, within 30 days after the date which commences the requirement to sell the Housing Unit, shall notify Employee and/or Employee's successor in writing whether or not it desires to purchase the Housing Unit. If it desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee and/or [his/her] successor shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. If District desires to purchase the Housing Unit, District shall submit the amount of the District Purchase Price less the payoff amount of the Employee's District Assistance Loan into an escrow opened for the consummation of the sale within 30 days after

receipt of the appraisal report. In order to effect the conveyance of the Housing Unit from Employee or Employee's successor to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires title insurance, the premium for that insurance shall be at its expense. District's payment shall be distributed in accordance with the provisions of Section 11.

If District so elects, the Parties shall execute, and District shall record, a memorandum reflecting District's rights under this Section 13.

____ **Employee Shall Initial To Acknowledge That [He/She] Understands That [He/She] is Conveying to District a Right of First Refusal, As Provided Herein.**

14. Employee Disclosure Obligations. Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments.. By December 1 of each year, Employee shall submit documentation that confirms [his/her] compliance with these requirements. If, at any time, Employee is in default of any financial obligation and cannot promptly cure the default, [he/she] shall notify the General Manager as soon as possible.

15. Tax Consequences. Each Party shall be solely responsible for its own tax consequences arising out of this Agreement, as well as its own tax consequences arising out of any transaction consummated to which the provisions of this Agreement apply.

16. Warranties and Representations. The Parties warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed without reliance on any statement or any representations not contained herein, including all exhibits, and that this Agreement reflects the entire agreement between the Parties. The warranties and representations made herein shall survive the execution and delivery of this Agreement, and shall be binding upon the respective heirs, representatives, successors and assign of each of the Parties.

17. Entire Agreement. This Agreement is freely and voluntarily entered into by the Parties after having had the opportunity to consult with their respective attorneys. This Agreement represents the entire agreement of the Parties, and may be modified, amended or otherwise altered only upon written consent of the Parties.

18. Assignment. The Parties acknowledge and agree that this Agreement is not assignable by any Party, unless approved in writing by each of the Parties.

19. Attorney's Fees and Costs. If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

20. Binding Effect. Subject to the provisions of Section 17, this Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the Parties.

21. Counterparts. This Agreement may be executed in multiple counterparts.

22. Additional Documents. The Parties agree to execute such additional documents and do such further things as are reasonably necessary to effectuate the purposes of this Agreement.

23. Waiver of Rights. Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

24. Remedies Not Exclusive. The use by any Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law. In addition, if any Party fails to comply with any of its obligations hereunder, the other Party shall have the right to pursue all rights and remedies which may be available to it at law or in equity, including without limitation the specific performance of any such obligations.

25. Interpretation of this Agreement. The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement. The section headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

26. Effective Date and Term. This Agreement shall be effective on the date stated in the preamble and shall terminate upon the happening of any of the following: (i) the cancellation of the purchase of the Housing Unit by Employee; (ii) the sale of the Housing Unit and repayment of the District Assistance Loan; (iii) District's purchase of the Housing Unit; or (iv) repayment of the District Assistance Loan pursuant to Section 13.

27. Recitals. The recitals on pages 1 and 2 of this Agreement are true and are made of this Agreement.

28. Notices. All notices required to be given by any Party shall be made in writing and shall be effectuated (i) by personal delivery, (ii) via reputable overnight courier service, or (iii) by mail, registered or certified, postage prepaid with return receipt requested. Notices sent by overnight courier or mail must be addressed to the Parties at their addresses shown below, but each Party may change its designated address by giving written notice to the other Party in accordance with the provisions of this Section 27. Notices delivered personally shall be deemed communicated as of the date of actual receipt; notices sent via overnight courier shall be deemed communicated as of the date delivered by the courier; and mailed notices shall be deemed communicated as of the date of receipt or the third day after mailing, whichever occurs first. The Parties' addresses are as follows:

Employee:

_____, CA 93____

District:

Mammoth Community Water District
Attn: General Manager
P.O. Box 597
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, this Agreement is made effective as of the date set forth in the preamble as follows:

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby, General Manager

EMPLOYEE:

[Employee Name]

[Note: If an Employee is married or is in a registered domestic partnership, the Employee's spouse or partner must be made a signatory to this agreement if they hold title jointly with the Employee. The agreement also should be edited as appropriate to include the name of the spouse/partner and make all obligations joint. If the Employee is taking title as his or her sole and separate property, the spouse/partner or must sign an acknowledgement of the terms of this agreement and agree to be bound by all applicable terms.]

MAMMOTH COMMUNITY WATER DISTRICT
EMPLOYEE HOME PURCHASE ASSISTANCE AGREEMENT
(Subordinate Loan Program)

This Employee Home Purchase Assistance Agreement – Subordinate Loan Program (“Agreement”) is made and entered into this _____, 20__, at Mammoth Lakes, California, by and between the Mammoth Community Water District, a California special district (“District”), and [name] (“Employee”) (collectively referred to as the “Parties” and individually as a “Party”), and is made with reference to the following facts:

Recitals:

A. District has a vested interest in maintaining the most skilled and professional workforce possible, and has established the Employee Home Purchase Assistance Program to address the obstacle of high housing cost in recruiting and retaining excellent employees. The Program is governed by the Employee Home Purchase Assistance Program Policy, as amended by the District’s Board of Directors from time to time (“Policy”).

B. Employee is a permanent full-time/part-time [title of position] and has complied with the requirements of the Employee Home Purchase Assistance Program by (1) submitting a true and complete application which includes evidence of adequate financing from a qualified primary lender; (2) making an offer to purchase the Housing Unit at a price not greater than 10% above the appraised value of the property, conditioned upon the District’s approval of the purchase price, structural soundness and code compliance of the Housing Unit; and (3) providing the District with a copy of the certified appraisal and certified home inspection report.

C. District has provided a letter to Employee dated _____, 20__ informing [him/her] that for up to 120 days from the date of the letter, Employee is eligible to receive a maximum amount of \$_____ in financial assistance (“Eligibility Amount”) from District in the form of a secured variable interest rate loan, as that term is defined below, for the purchase by Employee of a residential unit located at [address] (“Housing Unit”).

D. District has provided to Employee written notification of its approval of Employee’s purchase of the Housing Unit in the amount of \$_____ (“Purchase Price”), having concluded that the purchase price is not greater than 10% above the appraised value, and that the structural soundness and code compliance requirements are satisfied after reviewing the appraisal and home inspection report.

E. District and Employee have negotiated this Agreement respecting District’s financial assistance to the Employee for the purchase of the Housing Unit, which Employee intends to use as [his/her] primary home, subject to the terms and conditions of this Agreement and the Policy.

Agreement:

NOW, THEREFORE, the Parties agree as follows:

1. Method of Purchase of Home. Funds used to purchase the Housing Unit shall be comprised of the “District Assistance Loan,” the “Employee Contribution” and the “Primary Loan” as provided herein:

a. District’s Assistance Loan.

i. District shall contribute up to \$_____ to Employee toward Employee’s purchase of the Housing Unit (the “District Assistance Loan”), provided the amount of the District Assistance Loan is the lesser of: (1) the Eligibility Amount; (2) 35% of the Purchase Price; or (3) \$500,000. If the purchase of the Housing Unit by Employee fails for any reason, the District Assistance Loan shall be returned to District.

ii. The District Assistance Loan shall be made in the form of a “secured variable interest rate loan,” with a term ending [date 15 years from date of agreement], 15 years from the date of this Agreement. The interest rate shall be set initially at the yield of the 10-year Treasury note on the first business day of the first year of the loan. The rate will be adjusted thereafter during the term of the loan on each subsequent January 1. The interest rate each year will be set at the yield of the 10-year Treasury note on the first business day of that year. The total amount of interest due for each year must be paid by Employee on or before the first business day of each following year, such that the loan balance is kept to the original loan amount. No compounding of the loan is permitted. Employee may pay any portion of the principal balance of the loan at any time with no prepayment penalty.

iii. Upon expiration of the 15-year term, this Agreement shall terminate and Employee shall be required to pay off the principal amount of the District Assistance Loan and all accrued interest by payment in cash, refinancing of the primary loan to a higher amount, or sale of the Housing Unit and repayment of the District loan from the sale proceeds. The General Manager shall have the discretion to approve another means of payment, provided that the alternative form of payment results in the District obtaining full repayment of the entire loan principal and all accrued interest due.

iv. Employee shall execute a recordable document with the Mono or Inyo County Recorder, which may be a deed of trust, securing the obligations created hereunder.

v. The District Assistance Loan must be paid in full upon the occurrence of any of the following events: (1) on Employee’s sale or other conveyance of the Housing Unit; (2) one year after Employee passes away; (3) if Employee is then alive, six months after (i) Employee’s separation from employment at District, or (ii) Employee no longer uses the Housing Unit as [his/her] principal place of residence; (4) upon Employee’s filing for protection under the United States Bankruptcy Code; (5) upon the award of all or any portion of the Housing Unit to Employee’s spouse in a proceeding for legal separation or for dissolution of marriage; or (6) upon condemnation of the Housing Unit.

vi. The District Assistance Loan is not assumable or transferable.

vii. Upon close of escrow for Employee's purchase, the Housing Unit may have a lien securing the Primary Loan, as defined below, which lien may be superior to the lien of the District Assistance Loan, but shall not be subject to any other mortgage, deed of trust, lien or other adverse encumbrance, except for real property taxes and special assessments and other encumbrances specifically approved by District.

viii. Nothing in this Agreement shall be construed as creating a joint venture or other partnership relationship between Employee and District. Employee and District have solely a debtor/creditor relationship arising from this Agreement.

b. Primary Loan.

Employee's primary lender shall provide a first loan of \$ [redacted] for purchase of the Housing Unit ("Primary Loan"). Employee's primary lender is [name of primary lender]. The Primary Loan must be a fully amortized fixed rate loan for a term not to exceed 30 years.

c. Employee Contribution.

Employee shall contribute a down payment of at least \$ [redacted], which is the balance of the Purchase Price of the Housing Unit ("Employee Contribution"), which shall be at least 5% of the total Purchase Price. The Employee Contribution shall not include any proceeds from a loan that is secured by the Housing Unit, including the Primary Loan or the District Assistance Loan.

2. Execution of Documents. The Parties shall cooperate in the preparation and execution of all documents necessary to conform the purchase of the Housing Unit to the provisions of this Agreement.

3. No additional mortgages or liens. Except for liens for property taxes, assessments, the deed of trust securing the Primary Loan, and the deed of trust or other security for the District Assistance Loan, Employee shall not refinance the Primary Loan or cause any mortgage, deed of trust, lien, encumbrance or other cloud upon title to be recorded against the Housing Unit or to attach to the real property except as expressly authorized by the District's Board of Directors. Employee shall not cause any delinquency in property taxes or any special assessment. Any refinancing of the Primary Loan shall not impair the District Assistance Loan and shall conform with the requirements of the Policy. Under no circumstances may Employee place anyone on title after the close of escrow for the purchase of the Housing Unit without District's prior written agreement.

4. Consent of Spouse/Partner. If Employee later marries, [he/she] shall notify District of the marriage as soon as possible. Upon receipt of such notice from Employee, District may request that Employee and Employee's spouse enter into an amendment to this Agreement for the purpose of obtaining Employee's spouse's consent to comply with the terms of this Agreement. Any refusal by Employee's spouse to execute an amendment to this Agreement as requested by District shall be deemed a breach if this Agreement in accordance with the terms of Section 5 below. This provision also shall apply if Employee enters into a registered domestic partnership in accordance with Family Code sections 297 and following.

5. Breach of Agreement. It shall be a breach of this Agreement for Employee to violate any covenant, condition or restriction in this Agreement, or to default in payment or other obligation due to be performed under a promissory note secured by a deed of trust encumbering the Housing Unit, or to breach any of the Employee's duties or obligations under said deed of trust. Employee must notify District, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, or of any breach of any of Employee's duties or obligations under said deed of trust, within five calendar days after Employee's notification from lender, or its assigns, of said default or past due payments or breach.

Upon receipt of a notice described in the above paragraph, District shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, Employee shall be personally liable to District for past due payments made by District, together with interest thereon at a rate specified in the promissory note secured by the first deed of trust, plus one percent (1%) and all actual expenses of District incurred in curing the default. Employee may cure the default and satisfy [his/her] obligation to District under this Agreement at any time prior to execution of a contract for sale, upon such reasonable terms as specified by District. Otherwise, Employee's indebtedness to District shall be satisfied from Employee's proceeds arising from Subsections 11(d), 11(e)(2) and/or 11(f) at closing or paid by Employee at the time of the repayment of the District Assistance Loan pursuant to Section 13.

6. Taxes, Assessments and Insurance. Employee shall pay when due all property taxes, assessments and homeowner association dues, if applicable, and all premiums for required insurance coverages for the Housing Unit without reimbursement from District. At purchase, Employee shall be required to purchase the most comprehensive, maximum limits homeowner's insurance coverage available, including full code upgrade coverage. If the Housing Unit is located within a FEMA-designated flood zone requiring the purchase of a flood insurance policy, Employee also shall obtain a flood insurance policy for the Housing Unit. In addition, Employee shall obtain an earthquake insurance policy for the Housing Unit. Employee also shall secure at least a standard form full coverage CLTA title insurance policy on the Housing Unit. All insurance policies shall be issued in an amount not less than the purchase price or appraised value of the Property, whichever is greater, and Employee shall pay all premiums when due. Employee shall be required to continue such insurance for the term of this Agreement; and not less than every two years from the close of escrow on the Housing Unit, Employee shall be required to increase all insurance coverages in amounts consistent with the Housing Unit's estimated appreciation. All policies of insurance shall state the respective interests of the Parties and provide that the proceeds of any such insurance shall be paid to the Parties as their respective interests may appear. Nothing in this Agreement shall be construed to create in District an obligation to pay property taxes, assessments, homeowner association dues, or insurance premiums for the Housing Unit.

7. Maintenance. Employee shall maintain the Housing Unit in good condition and shall be solely responsible for all maintenance and repair costs, including uninsured losses. Employee shall pay all contractor invoices when due and shall not incur any mechanics liens or stop notices on the Housing Unit. Employee also will obtain and maintain for the first two years of ownership a home purchase warranty or similar coverage that covers the risks of failure of a Housing Unit's major structural and mechanical systems and appliances.

8. Capital Improvements. Employee may, at [his/her] sole discretion and expense, make such reasonably necessary capital improvements to the Housing Unit as Employee deems beneficial to it. The District will not contribute any funds to such improvements.

9. Sale of Housing Unit. Subject to the provisions of Section 11, the Employee may sell the Housing Unit at any time.

10. Refinancing of Primary Loan. At any time during the term of this Agreement, Employee may request to refinance the Primary Loan. Any request for refinancing of the Primary Loan will be subject to the conditions and procedures provided in Section 16 of the Policy.

11. District's Right of First Refusal. In the event the Housing Unit is offered for sale pursuant to Section 9, District shall have the first right to purchase the Housing Unit in accordance with the following provisions. If Employee desires to sell the Housing Unit, [he/she] shall first offer in writing to sell such Unit to District. If District desires to purchase the Housing Unit, it shall so advise Employee in writing within 30 days from the date of Employee's written offer, unless the Parties agree to an extension in writing. In the event District desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the Parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. The District's purchase price for the Housing Unit shall be the appraised fair market value minus 6 percent to reflect the Employee's avoided payment of realtor commissions ("District Purchase Price"). If District desires to pursue the purchase of the Housing Unit, District shall submit the amount of the District Purchase Price less the payoff amount of the Employee's District Assistance Loan into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to implement the sale of the Housing Unit to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires to obtain title insurance, the premium for that insurance shall be at its expense.

In the event that the Housing Unit is required to be sold under paragraph 1.a.v. of this Agreement and any such sale is not otherwise controlled by a court or other legal process, District, within 30 days after the date which commences the requirement to sell the Housing Unit, shall notify Employee and/or Employee's successor in writing whether or not it desires to purchase the Housing Unit. If it desires to purchase the Housing Unit, then within 30 days from District's written notice of such desire, District and Employee and/or [his/her] successor shall agree on a certified appraiser to perform an appraisal of the Housing Unit. If the parties cannot agree on a certified appraiser, then District shall have the right to select such appraiser. The appraisal shall be paid for by District. The appraisal shall determine the then fair market value of the Housing Unit. If District desires to purchase the Housing Unit, District shall submit the amount of the District Purchase Price less the payoff amount of the Employee's District Assistance Loan into an escrow opened for the consummation of the sale within 30 days after receipt of the appraisal report. In order to effect the conveyance of the Housing Unit from Employee or Employee's successor to District, the Parties shall open an escrow with a mutually agreed title company within 30 days after District gives written

notice of its desire to purchase the Housing Unit. District shall receive good, clear marketable title to the Housing Unit. If District desires title insurance, the premium for that insurance shall be at its expense.

If District so elects, the Parties shall execute, and District shall record, a memorandum reflecting District's rights under this Section 11.

____ **Employee Shall Initial To Acknowledge That [He/She] Understands That [He/She] is Conveying to District a Right of First Refusal, As Provided Herein.**

12. Employee Disclosure Obligations. Employee shall remain current in all financial obligations of ownership of the Housing Unit, including but not limited to payment of principal and interest on the primary loan, all insurance premiums, taxes, HOA fees and special assessments, and interest on the District subordinated loan. By December 1 of each year, Employee shall submit documentation that confirms [his/her] compliance with these requirements. If, at any time, Employee is in default of any financial obligation and cannot promptly cure the default, [he/she] shall notify the General Manager as soon as possible.

13. Tax Consequences. Each Party shall be solely responsible for its own tax consequences arising out of this Agreement, as well as its own tax consequences arising out of any transaction consummated to which the provisions of this Agreement apply.

14. Warranties and Representations. The Parties warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed without reliance on any statement or any representations not contained herein, including all exhibits, and that this Agreement reflects the entire agreement between the Parties. The warranties and representations made herein shall survive the execution and delivery of this Agreement, and shall be binding upon the respective heirs, representatives, successors and assign of each of the Parties.

15. Entire Agreement. This Agreement is freely and voluntarily entered into by the Parties after having had the opportunity to consult with their respective attorneys. This Agreement represents the entire agreement of the Parties, and may be modified, amended or otherwise altered only upon written consent of the Parties.

16. Assignment. The Parties acknowledge and agree that this Agreement is not assignable by any Party, unless approved in writing by each of the Parties.

17. Attorney's Fees and Costs. If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

18. Binding Effect. Subject to the provisions of Section 17, this Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the Parties.

19. Counterparts. This Agreement may be executed in multiple counterparts.

20. Additional Documents. The Parties agree to execute such additional documents and do such further things as are reasonably necessary to effectuate the purposes of this Agreement.

21. Waiver of Rights. Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

22. Remedies Not Exclusive. The use by any Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law. In addition, if any Party fails to comply with any of its obligations hereunder, the other Party shall have the right to pursue all rights and remedies which may be available to it at law or in equity, including without limitation the specific performance of any such obligations.

23. Interpretation of this Agreement. The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement. The section headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

24. Effective Date and Term. This Agreement shall be effective on the date stated in the preamble and shall terminate upon the happening of any of the following: (i) the cancellation of the purchase of the Housing Unit by Employee; (ii) the sale of the Housing Unit and repayment of the District Assistance Loan; (iii) District's purchase of the Housing Unit; or (iv) repayment of the District Assistance Loan pursuant to Section 1.a.v.

25. Recitals. The recitals on pages 1 and 2 of this Agreement are true and are made of this Agreement.

26. Notices. All notices required to be given by any Party shall be made in writing and shall be effectuated (i) by personal delivery, (ii) via reputable overnight courier service, or (iii) by mail, registered or certified, postage prepaid with return receipt requested. Notices sent by overnight courier or mail must be addressed to the Parties at their addresses shown below, but each Party may change its designated address by giving written notice to the other Party in accordance with the provisions of this Section 27. Notices delivered personally shall be deemed communicated as of the date of actual receipt; notices sent via overnight courier shall be deemed communicated as of the date delivered by the courier; and mailed notices shall be deemed communicated as of the date of receipt or the third day after mailing, whichever occurs first. The Parties' addresses are as follows:

Employee:

_____, CA 93____

District:

Mammoth Community Water District
Attn: General Manager
P.O. Box 597
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, this Agreement is made effective as of the date set forth in the preamble as follows:

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby, General Manager

EMPLOYEE:

[Employee Name]

[Note: If an Employee is married or is in a registered domestic partnership, the Employee's spouse or partner must be made a signatory to this agreement if they hold title jointly with the Employee. The agreement also should be edited as appropriate to include the name of the spouse/partner and make all obligations joint. If the Employee is taking title as his or her sole and separate property, the spouse/partner or must sign an acknowledgement of the terms of this agreement and agree to be bound by all applicable terms.]

AGENDA ITEM

Subject: Discuss and Possibly Approve the Revised Policy and Agreement Regarding District-owned Rental Housing Units

Information Provided By: Jeff Beatty, Finance Manager

Background

To overcome the limited availability of housing in our community and to recruit and retain the most qualified staff, Mammoth Community Water District has purchased condominium units in Mammoth Lakes and Crowley Lake and made them available for employees to rent.

The Board's Employee Housing Committee is responsible for maintaining policy for these rental units. At the January committee meeting, staff recommended modifications to the policy and agreement for rental housing.

Discussion

Modifications to the policy and rental agreement template include:

- Limiting eligibility to employees who do not own homes between Mono City and Big Pine
- Setting the security deposit to be equal to one month's rent
- Establishing the HUD Fair Market Rent for Mono County as the primary basis for setting the rental rate. The sufficiency of revenue to cover District costs to maintain the rental housing is a secondary basis.
- Setting a maximum rental term of 6 months for condominium units designated as temporary for the purposes of recruitment
- Establishing minimum coverage for rental insurance to match ACWA-JPIA's recommendation
- Other changes to simplify and clarify language

Financial Impact

There are no expected financial impacts of these changes to the rental policy and agreement.

Requested Action

Discuss and approve the proposed changes to the employee rental policy and agreement.

MAMMOTH COMMUNITY WATER DISTRICT

RENTAL HOUSING POLICY

Approved: September 19, 2019

Amended: ~~January 21, 2021~~ xx xx, 2023

I. PURPOSE

To establish a uniform policy and related guidelines for the administration of the Housing Rental Program for District-owned rental housing.

II. POLICY

The Housing Rental Program (“Program”) was established because the District values its workforce and the community it serves. The Program is designed to promote and support recruitment, retention, and living in or near the Town of Mammoth Lakes by providing rental housing assistance to the District workforce. To operate this Program, the District may purchase condominiums or other housing units in order to be able to offer safe and affordable rental housing to eligible employees. The General Manager shall oversee the Program and designate the Department responsible for administering the Program.

III. PROGRAM ELIGIBILITY AND ENROLLMENT

- A. ~~Eligible individuals are~~ District employees occupying permanent positions who do not own homes within a one-hour drive Mono County as far north as Mono City and Inyo County as far south as Big Pine of the District’s administrative office and corporation yard are eligible to participate in the Program. Employees with special circumstances may request a review of their eligibility by the General Manager. In certain circumstances provided in this Policy, permanent employees working for other public agencies in the Town of Mammoth Lakes also may be eligible.
- B. ~~Interested, e~~Eligible individuals must complete an Application to Rent form notify the Program Administrator in writing of their interest in renting a District-owned rental unit in order to be considered for enrollment in the Program. Enrollment evaluation criteria may include the information required by the Application to Rent form, years of service, general level of performance, and overall housing needs assessment.
- C. ~~Employees who enroll in the Program~~Eligible individuals are placed on a first come-first served waiting list. ~~Employees on the District employees list are to~~will be given priority for renting available housing units.

IV. PROGRAM TENANCY

- A. When District-owned rental housing is available, eligible employees will be notified based on their position on the list. In the event there are no employees on the list, a notice of availability will be issued to all District employees. ~~In the event that~~ If no District employees are interested in the available housing unit, and subject to the General Manager’s approval, the Program administrator shall notify other public agencies in the Town of Mammoth Lakes of the availability of the unit.
- B. ~~Enrollees-Individuals~~ selected to be tenants must enter into the District’s rental agreement, and comply with all rules, regulations and required notices in the rental agreement, including the provision which requires vacating the rental unit within 30 days after separating from employment. All rental agreements shall be for a month-to-month tenancy.
- C. All tenants must provide a ~~\$2,000.00~~ security deposit equivalent to one month’s rent as a condition of leasing a District-owned rental unit. Upon request, a tenant employed by the District may pay the security deposit in six monthly installments. ~~Subject to approval by the General Manager, the Program’s designated administrator may adjust the amount of the security deposit upon a written determination that the existing deposit amount is insufficient to cover the District’s costs of cleaning and repairing each unit after it is vacated.~~
- D. ~~If a tenant has pets, he or she must initiate a request in writing to the District and~~ if pets are allowed in the housing unit, tenants with pets must pay a pet deposit of \$500.00, ~~if pets are allowed in a housing unit.~~ The District reserves the right in all cases to prohibit the keeping of any pets in a rental unit or to determine that certain types of pets may be excluded. If a rental unit is subject to a homeowners’ association (HOA) and the HOA rules and regulations impose ~~protocols related~~ limitations on the keeping of pets, ~~the District’s~~ tenants will ~~be restricted to the~~ comply with those HOA rules and regulations. ~~Subject to approval by the General Manager, the Program administrator may adjust the amount of the pet deposit upon a written determination that the existing deposit amount is insufficient to cover the District’s costs of cleaning and repairing any damages caused by the keeping of pets after a unit is vacated. The Program administrator also may, subject to General Manager approval, determine that the keeping of any pets in District-owned rental units should be prohibited.~~
- E. Units designated by the District as temporary housing used for recruitment purposes have a maximum rental term of 6 months, unless extended with the approval of the General Manager.

V. PROGRAM RENTAL RATE

- A. The Fair Market Rent determined for Mono County by the United States Department of Housing and Urban Development (“HUD”) will be the primary

consideration used by the District in determining the minimum rent charged for a housing unit. However, if the Mono County HUD Fair Market Rent is insufficient to cover Program costs, monthly rental rates can may be adjusted accordingly.

~~A.B.~~ The District evaluates the monthly rental rate annually as part of the budget preparation process. This evaluation is conducted to ensure that a minimum level of rent is charged to cover/recover all District costs associated with the Program (e.g., maintenance and repair, refurbishment between tenant occupancies, HOA fees, taxes, etc.). District costs to administer the Program are deemed not to be chargeable rental costs and are excluded from the calculation.

~~B.~~ In addition, the Fair Market Rent determined for Mono County by the United States Department of Housing and Urban Development (“HUD”) will be considered by the District in determining the minimum rent charged for a housing unit.

~~C.~~ In the event that an increase to the subsequent year’s rental amount is required to ensure that all Program costs are covered/recovered, the District will provide notice of not less than 30 calendar days, but not more than 90 calendar days, to the tenant.

~~C.D.~~ Units designated by the District as temporary housing used for recruitment purposes have a maximum rental term of 6 months unless extended with the approval of the General Manager.

MAMMOTH COMMUNITY WATER DISTRICT
Rental Agreement
(Month-to-Month)

THIS RENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Mammoth Community Water District (“Landlord”) and _____ (“Tenant”). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PREMISES.** Landlord owns certain real property and improvements located at _____ (“Premises”). Landlord desires to rent the Premises to Tenant, and Tenant desires to rent the Premises from Landlord, upon the terms and conditions contained herein.

2. **TERM.** This Agreement commences on _____ and continues on a month-to-month basis until terminated. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 calendar days prior to the desired date of termination of the month-to-month tenancy. If Tenant separates from Mammoth Community Water District employment, his or her tenancy and this Agreement shall automatically terminate 30 calendar days after the date of separation.

Notices to terminate may be given on any calendar day, regardless of this Agreement’s commencement date. Rent shall continue at the rate specified in this Agreement until the date that this Agreement terminates, or as allowed by law. All other terms and conditions of this Agreement shall remain in effect until the termination date.

3. **RENT.** Tenant shall pay to Landlord the sum of \$ _____ per month as rent for the term of this Agreement. The due date for rent payments shall be the first day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent.

A. **Manner of Payment.** By Tenant’s initials below, Tenant is selecting one of the following options for ~~the manner in which~~ making monthly rental payments will be made.

- i. _____ Rent will be paid by Tenant to Landlord at Landlord’s offices at 1315 Meridian Boulevard, Post Office Box 597, Mammoth Lakes, California 93546, no later than the first day of each calendar month.

- ii. _____ Authorization Agreement for Automatic Draft Payment. Tenant’s rent payment will be automatically deducted on the first day of each calendar month from Tenant’s checking account at no additional charge by Landlord. Tenant is to complete the following Authorization and provide Landlord with a “Voided” check.

Authorization: I (Tenant) hereby authorize Landlord to initiate debit entries to my (Tenant's) checking account indicated below and the depository institution named below ("Depository"), to debit my account for all monthly rental payments.

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Depository Transit / ABA (Routing) Number: _____

Depository Account Number: _____

Tenant's Signature: _____

This Authorization will remain in full force and effect until Landlord has received written notification from Tenant of its termination in such time and in such manner as to afford Landlord and Depository a reasonable opportunity to act on it.

If no selection is made by Tenant, or if the information provided above is incomplete, Subsection 3.A.i. will be ~~the manner by which~~ how Tenant ~~shall~~ makes monthly rental payments to Landlord.

- B. Delinquent Rent. If not paid on the first day of each calendar month, rent shall be considered overdue and delinquent on the fifth day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a delinquent charge ~~of \$20.00 equivalent to 5% of one month's rent.~~
- C. Prorated Rent. ~~In the event that~~ If the commencement date is not the first of the calendar month, rent payment remitted on the commencement date shall be prorated based on a 30-day period. ~~In the event that~~ If the termination date is not the last day of the calendar month, rent payment remitted for the month of termination shall be prorated based on a 30-day period.
- D. Returned Checks. ~~In the event that~~ If any payment by Tenant is returned for insufficient funds or if Tenant stops payment, Tenant will pay \$20.00 to Landlord for each such check, plus overdue/delinquent charges, as described in Subsection 3.B. above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future rent payments by cash, money order, or cashier's check.
- E. Order in which Funds are Applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including delinquent charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

F. Rent Increases. Landlord may increase the rent by providing written notice to Tenant a minimum of 30 calendar days and no more than 90 days in advance of the effective date.

4. **SECURITY DEPOSIT**. Upon execution of this Agreement, Tenant shall deposit with Landlord ~~the a sum of \$2,000.00~~equivalent to one month's rent, receipt of which is hereby acknowledged by Landlord as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. Refund. Upon termination of the tenancy, all funds held by the Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance with the terms of this Agreement or with ~~any and all~~ applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. Deductions. Landlord may deduct reasonable charges from the security deposit for:

- i. Unpaid or accelerated rent;
- ii. Delinquent charges;
- iii. Unpaid utilities;
- iv. Costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible;
- v. Pet violation charges;
- vi. Replacing unreturned keys, garage door openers, or other security devices;
- vii. The removal of unauthorized locks or fixtures installed by Tenant;
- viii. Insufficient light bulbs;
- ix. Packing, removing, and storing abandoned property;
- x. Removing abandoned or illegally parked vehicles;
- xi. Other items Tenant is responsible to pay under this Agreement.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten calendar days after Landlord makes written demand. The security deposit

will be applied first to any non-rent items, including delinquent charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's authorized family members as provided in Section 9 of this Agreement. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall comply with ~~any and all~~ applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **PARKING AND STORAGE.** Tenant may occupy up to two off-street parking spaces on the Premises. Off-street parking may not be used for storage or parking of campers, trailers, unserviceable vehicles, or for working on vehicles. Any such use of off-street parking shall be deemed a breach of this Agreement.
7. **NON-SMOKING UNIT.** Smoking is not allowed in the Premises or within 20 feet of the building. Tenant is responsible for any smoke-related repairs and rehabilitation to the Premises if this provision is violated, including Landlord's use of the Security Deposit to remedy any smoke-related damage prior to making the Premises available to a subsequent tenant when it becomes vacant.
8. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and habitable condition.
9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises without the prior written consent of Landlord. Landlord limits the total number of occupants to two adults or two adults and two children related to Tenant, i.e., spouse, domestic partner, and/or Tenant's children.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any ~~and all~~ alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
11. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Agreement term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the tenancy herein provided shall abate until possession is provided. Landlord or its agents shall have 30 calendar days in which to provide possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be

delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, ~~with the exception of~~ except water, sewer and trash, which shall be maintained by the Landlord.
14. **MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not let the temperature within the unit get below 50 degrees (to avoid frozen pipes and any related damages from frozen pipes). Charges will apply if pipes freeze due to a tenant not keeping their unit properly heated;
 - F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - H. Keep all air conditioning filters clean and free from dirt;
 - I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purpose for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - J. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

- K. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas; and,
- M. Comply with and be bound by ~~any and~~ all rules and regulations affecting the Premises or the common areas appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. A copy of the Condominium's Rules and Regulations, and as amended from time to time, are attached hereto and made a part hereof.

Notwithstanding the foregoing, it is Landlord's obligation to maintain the Premises in a habitable condition. Tenant should contact:

Mammoth Community Water District
Personnel Services Department
1315 Meridian Boulevard
Post Office Box 597
760-934-2596, x221
mbretz@mcwd.dst.ca.us

(or current property maintenance service provider designated by Landlord), to report maintenance or repair requests. However, Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the Premises with Tenant's permission.

- 15. **INSURANCE.** Landlord will not insure Tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. Tenant is required to obtain renter's insurance starting on the first day of his or her tenancy and to maintain the renter's insurance policy for the duration of the tenancy under this Agreement. Tenant shall pay all renter's insurance premiums. [Renter's insurance policy must include a minimum of \\$300,000 in personal liability coverage and include Mammoth Community Water District as an additional insured.](#) Tenant shall provide evidence of renter's insurance coverage to District by providing a copy of the in-force policy or certificate of insurance at the commencement of his or her tenancy and by December 1 of each subsequent year during the tenancy.
- 16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate at the time of loss except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises be rendered uninhabitable, the Landlord shall have the option

of either repairing such injured or damaged portion or terminating this Agreement. ~~In the event that~~If Landlord exercises its right to repair such uninhabitable portion, the monthly rent shall abate in the proportion that the injured part(s) bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

17. **ACCESS BY LANDLORD.** During the term of this Agreement and any renewal term or terms, Landlord and Landlord's agents shall have the right at all reasonable times and by all reasonable means, with notice under the provisions of applicable state law, to enter the Premises for the following purposes:
- A. Inspect the Premises for condition;
 - B. Make repairs;
 - C. Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice; and
 - F. Seize nonexempt property after default.

Advance notice is not required to respond to an emergency, or if the Tenant has moved out or abandoned the rental unit.

Landlord may prominently display a "For Sale" or "For Rent/Lease" or similarly worded sign on the Premises during the term of this Agreement.

If Tenant fails to permit reasonable access under this section, Tenant shall be deemed to be in breach of this Agreement.

18. **SUBORDINATION OF RENTAL AGREEMENT.** This Agreement and Tenant's interest hereunder are and shall be subordinate to ~~any and~~ all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. **SURRENDER OF PREMISES.** Upon termination of this Agreement, Tenant shall surrender the Premises in as good a condition as it was at the commencement of this Agreement, reasonable wear and tear and damages by the elements excepted.
20. **ANIMALS.** Tenant shall not keep any pets or other animals on the Premises, unless authorized in advance by Landlord. Tenant will pay to Landlord an additional security deposit of \$500.00 if Tenant is allowed to keep pets on the Premises.

Condominium Rules and Regulations may impose protocols related to pets and Tenant's responsibilities. No more than two usual household pets such as dogs, cats, fish, or birds will be allowed on the Premises. Tenant is to comply with all applicable rules and regulations imposed by this Agreement, any homeowners' association, and the Town of Mammoth Lakes. Tenant's failure to comply with all applicable rules and regulations may be deemed a breach of Agreement. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24 hours' advance written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Premises caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

As indicated hereunder, initialed by Tenant and Landlord or Landlord's agent, Tenant is authorized by Landlord to maintain pets and has deposited with Landlord the additional security deposit stated in this section:

	No pets.		Yes, number of pets:	
_____	_____	_____	_____	_____
Landlord	Tenant	Landlord	Tenant	

21. **WATERBEDS.** There will be no waterbeds, unless authorized in advance by Landlord in writing. Any exceptions for waterbeds may be subject to additional rules and an increase in the security deposit to protect against the additional risks presented by waterbeds.

22. **QUIET ENJOYMENT.** Tenant, upon payment of all ~~of the~~ sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

23. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

24. **DEFAULT.** If Landlord breaches this Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven calendar days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate this Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven calendar days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due

and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, and/or may immediately terminate this Agreement.

25. **ABANDONMENT.** If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may store any personal property left behind for a period of 30 calendar days. If Tenant fails to pick up said property within that time, during which time Landlord shall surrender the same to Tenant cost free, such property, regardless of its value, shall become the property of the Landlord and may be retained or disposed of as the Landlord sees fit.
26. **ATTORNEYS' FEES.** In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement in the Public Records of any public office. ~~In the event that~~If Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of California.
29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed,

altered, or amended in any way except through a written amendment signed by all of the parties hereto.

35. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be delivered to Tenant at the Premises and Tenant's mailing address indicated herein, and to Landlord at the following address: General Manager, Mammoth Community Water District, 1315 Meridian Boulevard, Post Office Box 597, Mammoth Lakes, California 93546.

36. **DISCLOSURES.**

A. This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

B. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

i. **LANDLORD'S DISCLOSURE:**

a) Presence of lead-based paint and/or lead-based paint hazards:

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the Landlord:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

ii. **TENANT'S ACKNOWLEDGMENT:**

_____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

iii. **LANDLORD'S ACKNOWLEDGMENT:**

_____ Landlord is aware of the Landlord's obligations under 42 U.S.C. 4852d and is aware of the responsibility to ensure compliance.

C. Database Disclosure.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

37. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
38. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

[Signatures follow on next page]

LANDLORD:

TENANT:

Signature

Signature

Print Name

Print Name

Date

Date

Tenant's Email

Tenant's Mailing Address

City, State and Zip Code

Attachments: Pamphlet *Protect Your Family from Lead in Your Home*

____ Notice & Information about Bed Bugs

____ Condominium Rules and Regulations (if applicable)

MAMMOTH COMMUNITY WATER DISTRICT
RENTAL HOUSING POLICY

Approved: September 19, 2019

Amended: xx xx, 2023

I. PURPOSE

To establish a uniform policy and related guidelines for the administration of the Housing Rental Program for District-owned rental housing.

II. POLICY

The Housing Rental Program (“Program”) was established because the District values its workforce and the community it serves. The Program is designed to promote and support recruitment, retention, and living in or near the Town of Mammoth Lakes by providing rental housing assistance to the District workforce. To operate this Program, the District may purchase condominiums or other housing units in order to be able to offer safe and affordable rental housing to eligible employees. The General Manager shall oversee the Program and designate the Department responsible for administering the Program.

III. PROGRAM ELIGIBILITY AND ENROLLMENT

- A. District employees occupying permanent positions who do not own homes within Mono County as far north as Mono City and Inyo County as far south as Big Pine are eligible to participate in the Program. Employees with special circumstances may request a review of their eligibility by the General Manager. In certain circumstances provided in this Policy, permanent employees working for other public agencies in the Town of Mammoth Lakes also may be eligible.
- B. Eligible individuals must notify the Program Administrator in writing of their interest in renting a District-owned rental unit in order to be considered for enrollment in the Program.
- C. Eligible individuals are placed on a first come-first served waiting list. District employees will be given priority for renting available housing units.

IV. PROGRAM TENANCY

- A. When District-owned rental housing is available, eligible employees will be notified based on their position on the list. In the event there are no employees on the list, a notice of availability will be issued to all District employees. If no District employees are interested in the available housing unit, and subject to the

General Manager's approval, the Program administrator shall notify other public agencies in the Town of Mammoth Lakes of the availability of the unit.

- B. Individuals selected to be tenants must enter into the District's rental agreement, and comply with all rules, regulations and required notices in the rental agreement, including the provision which requires vacating the rental unit within 30 days after separating from employment. All rental agreements shall be for a month-to-month tenancy.
- C. All tenants must provide a security deposit equivalent to one month's rent as a condition of leasing a District-owned rental unit. Upon request, a tenant employed by the District may pay the security deposit in six monthly installments.
- D. If pets are allowed in the housing unit, tenants with pets must pay a pet deposit of \$500.00. The District reserves the right in all cases to prohibit the keeping of any pets in a rental unit or to determine that certain types of pets may be excluded. If a rental unit is subject to a homeowners' association (HOA) and the HOA rules and regulations impose limitations on the keeping of pets, the District's tenants will comply with those HOA rules and regulations.
- E. Units designated by the District as temporary housing used for recruitment purposes have a maximum rental term of 6 months, unless extended with the approval of the General Manager.

V. PROGRAM RENTAL RATE

- A. The Fair Market Rent determined for Mono County by the United States Department of Housing and Urban Development ("HUD") will be the primary consideration used by the District in determining the minimum rent charged for a housing unit. However, if the Mono County HUD Fair Market Rent is insufficient to cover Program costs, monthly rental rates may be adjusted accordingly.
- B. The District evaluates the monthly rental rate annually as part of the budget preparation process. This evaluation is conducted to ensure that a minimum level of rent is charged to cover/recover all District costs associated with the Program (e.g., maintenance and repair, refurbishment between tenant occupancies, HOA fees, taxes, etc.). District costs to administer the Program are deemed not to be chargeable rental costs and are excluded from the calculation.
- C. In the event that an increase to the subsequent year's rental amount is required, the District will provide notice of not less than 30 calendar days, but not more than 90 calendar days, to the tenant.
- D.

MAMMOTH COMMUNITY WATER DISTRICT
Rental Agreement
(Month-to-Month)

THIS RENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Mammoth Community Water District (“Landlord”) and _____ (“Tenant”). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PREMISES.** Landlord owns certain real property and improvements located at _____ (“Premises”). Landlord desires to rent the Premises to Tenant, and Tenant desires to rent the Premises from Landlord, upon the terms and conditions contained herein.

2. **TERM.** This Agreement commences on _____ and continues on a month-to-month basis until terminated. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 calendar days prior to the desired date of termination of the month-to-month tenancy. If Tenant separates from Mammoth Community Water District employment, his or her tenancy and this Agreement shall automatically terminate 30 calendar days after the date of separation.

Notices to terminate may be given on any calendar day, regardless of this Agreement’s commencement date. Rent shall continue at the rate specified in this Agreement until the date that this Agreement terminates, or as allowed by law. All other terms and conditions of this Agreement shall remain in effect until the termination date.

3. **RENT.** Tenant shall pay to Landlord the sum of \$ _____ per month as rent for the term of this Agreement. The due date for rent payments shall be the first day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent.

A. Manner of Payment. By Tenant’s initials below, Tenant is selecting one of the following options for making monthly rental payments.

- i. _____ Rent will be paid by Tenant to Landlord at Landlord’s offices at 1315 Meridian Boulevard, Post Office Box 597, Mammoth Lakes, California 93546, no later than the first day of each calendar month.

- ii. _____ Authorization Agreement for Automatic Draft Payment. Tenant’s rent payment will be automatically deducted on the first day of each calendar month from Tenant’s checking account at no additional charge by Landlord. Tenant is to complete the following Authorization and provide Landlord with a “Voided” check.

Authorization: I (Tenant) hereby authorize Landlord to initiate debit entries to my (Tenant's) checking account indicated below and the depository institution named below ("Depository"), to debit my account for all monthly rental payments.

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Depository Transit / ABA (Routing) Number: _____

Depository Account Number: _____

Tenant's Signature: _____

This Authorization will remain in full force and effect until Landlord has received written notification from Tenant of its termination in such time and in such manner as to afford Landlord and Depository a reasonable opportunity to act on it.

If no selection is made by Tenant, or if the information provided above is incomplete, Subsection 3.A.i. will be how Tenant makes monthly rental payments to Landlord.

- B. Delinquent Rent. If not paid on the first day of each calendar month, rent shall be considered overdue and delinquent on the fifth day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a delinquent charge equivalent to 5% of one month's rent.
- C. Prorated Rent. If the commencement date is not the first of the calendar month, rent payment remitted on the commencement date shall be prorated based on a 30-day period. If the termination date is not the last day of the calendar month, rent payment remitted for the month of termination shall be prorated based on a 30-day period.
- D. Returned Checks. If any payment by Tenant is returned for insufficient funds or if Tenant stops payment, Tenant will pay \$20.00 to Landlord for each such check, plus overdue/delinquent charges, as described in Subsection 3.B. above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future rent payments by cash, money order, or cashier's check.
- E. Order in which Funds are Applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including delinquent charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

- F. Rent Increases. Landlord may increase the rent by providing written notice to Tenant a minimum of 30 calendar days and no more than 90 days in advance of the effective date.
4. **SECURITY DEPOSIT**. Upon execution of this Agreement, Tenant shall deposit with Landlord a sum equivalent to one month's rent, receipt of which is hereby acknowledged by Landlord as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.
- A. Refund. Upon termination of the tenancy, all funds held by the Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance with the terms of this Agreement or with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- B. Deductions. Landlord may deduct reasonable charges from the security deposit for:
- i. Unpaid or accelerated rent;
 - ii. Delinquent charges;
 - iii. Unpaid utilities;
 - iv. Costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible;
 - v. Pet violation charges;
 - vi. Replacing unreturned keys, garage door openers, or other security devices;
 - vii. The removal of unauthorized locks or fixtures installed by Tenant;
 - viii. Insufficient light bulbs;
 - ix. Packing, removing, and storing abandoned property;
 - x. Removing abandoned or illegally parked vehicles;
 - xi. Other items Tenant is responsible to pay under this Agreement.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten calendar days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including delinquent charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's authorized family members as provided in Section 9 of this Agreement. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall comply with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **PARKING AND STORAGE.** Tenant may occupy up to two off-street parking spaces on the Premises. Off-street parking may not be used for storage or parking of campers, trailers, unserviceable vehicles, or for working on vehicles. Any such use of off-street parking shall be deemed a breach of this Agreement.
7. **NON-SMOKING UNIT.** Smoking is not allowed in the Premises or within 20 feet of the building. Tenant is responsible for any smoke-related repairs and rehabilitation to the Premises if this provision is violated, including Landlord's use of the Security Deposit to remedy any smoke-related damage prior to making the Premises available to a subsequent tenant when it becomes vacant.
8. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and habitable condition.
9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises without the prior written consent of Landlord. Landlord limits the total number of occupants to two adults or two adults and two children related to Tenant, i.e., spouse, domestic partner, and/or Tenant's children.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
11. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Agreement term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the tenancy herein provided shall abate until possession is provided. Landlord or its agents shall have 30 calendar days in which to provide possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, except water, sewer and trash, which shall be maintained by the Landlord.
14. **MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not let the temperature within the unit get below 50 degrees (to avoid frozen pipes and any related damages from frozen pipes). Charges will apply if pipes freeze due to a tenant not keeping their unit properly heated;
 - F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - H. Keep all air conditioning filters clean and free from dirt;
 - I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purpose for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - J. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - K. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- L. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas; and,
- M. Comply with and be bound by all rules and regulations affecting the Premises or the common areas appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. A copy of the Condominium's Rules and Regulations, and as amended from time to time, are attached hereto and made a part hereof.

Notwithstanding the foregoing, it is Landlord's obligation to maintain the Premises in a habitable condition. Tenant should contact:

Mammoth Community Water District
Personnel Services Department
1315 Meridian Boulevard
Post Office Box 597
760-934-2596, x221
mbretz@mcwd.dst.ca.us

(or current property maintenance service provider designated by Landlord), to report maintenance or repair requests. However, Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the Premises with Tenant's permission.

- 15. **INSURANCE.** Landlord will not insure Tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. Tenant is required to obtain renter's insurance starting on the first day of his or her tenancy and to maintain the renter's insurance policy for the duration of the tenancy under this Agreement. Tenant shall pay all renter's insurance premiums. Renter's insurance policy must include a minimum of \$300,000 in personal liability coverage and include Mammoth Community Water District as an additional insured. Tenant shall provide evidence of renter's insurance coverage to District by providing a copy of the in-force policy or certificate of insurance at the commencement of his or her tenancy and by December 1 of each subsequent year during the tenancy.
- 16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate at the time of loss except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If Landlord exercises its right to repair such uninhabitable portion, the monthly rent shall abate in the proportion that the injured part(s) bears to the whole Premises, and

such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

17. **ACCESS BY LANDLORD.** During the term of this Agreement and any renewal term or terms, Landlord and Landlord's agents shall have the right at all reasonable times and by all reasonable means, with notice under the provisions of applicable state law, to enter the Premises for the following purposes:
- A. Inspect the Premises for condition;
 - B. Make repairs;
 - C. Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice; and
 - F. Seize nonexempt property after default.

Advance notice is not required to respond to an emergency, or if the Tenant has moved out or abandoned the rental unit.

Landlord may prominently display a "For Sale" or "For Rent/Lease" or similarly worded sign on the Premises during the term of this Agreement.

If Tenant fails to permit reasonable access under this section, Tenant shall be deemed to be in breach of this Agreement.

18. **SUBORDINATION OF RENTAL AGREEMENT.** This Agreement and Tenant's interest hereunder are and shall be subordinate to all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. **SURRENDER OF PREMISES.** Upon termination of this Agreement, Tenant shall surrender the Premises in as good a condition as it was at the commencement of this Agreement, reasonable wear and tear and damages by the elements excepted.
20. **ANIMALS.** Tenant shall not keep any pets or other animals on the Premises, unless authorized in advance by Landlord. Tenant will pay to Landlord an additional security deposit of \$500.00 if Tenant is allowed to keep pets on the Premises. Condominium Rules and Regulations may impose protocols related to pets and Tenant's responsibilities. No more than two usual household pets such as dogs, cats, fish, or birds will be allowed on the Premises. Tenant is to comply with all applicable

rules and regulations imposed by this Agreement, any homeowners' association, and the Town of Mammoth Lakes. Tenant's failure to comply with all applicable rules and regulations may be deemed a breach of Agreement. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24 hours' advance written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Premises caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

As indicated hereunder, initialed by Tenant and Landlord or Landlord's agent, Tenant is authorized by Landlord to maintain pets and has deposited with Landlord the additional security deposit stated in this section:

 No pets.

 Yes, number of pets: _____
Landlord
Tenant
Landlord
Tenant

21. **WATERBEDS.** There will be no waterbeds, unless authorized in advance by Landlord in writing. Any exceptions for waterbeds may be subject to additional rules and an increase in the security deposit to protect against the additional risks presented by waterbeds.

22. **QUIET ENJOYMENT.** Tenant, upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

23. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

24. **DEFAULT.** If Landlord breaches this Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven calendar days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate this Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven calendar days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, and/or may immediately terminate this Agreement.

25. **ABANDONMENT.** If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may store any personal property left behind for a period of 30 calendar days. If Tenant fails to pick up said property within that time, during which time Landlord shall surrender the same to Tenant cost free, such property, regardless of its value, shall become the property of the Landlord and may be retained or disposed of as the Landlord sees fit.
26. **ATTORNEYS' FEES.** In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement in the Public Records of any public office. If Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of California.
29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

35. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be delivered to Tenant at the Premises and Tenant’s mailing address indicated herein, and to Landlord at the following address: General Manager, Mammoth Community Water District, 1315 Meridian Boulevard, Post Office Box 597, Mammoth Lakes, California 93546.

36. **DISCLOSURES.**

A. This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

B. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

i. **LANDLORD’S DISCLOSURE:**

a) Presence of lead-based paint and/or lead-based paint hazards:

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the Landlord:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

ii. **TENANT’S ACKNOWLEDGMENT:**

_____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

iii. **LANDLORD’S ACKNOWLEDGMENT:**

_____ Landlord is aware of the Landlord’s obligations under 42 U.S.C. 4852d and is aware of the responsibility to ensure compliance.

C. Database Disclosure.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

37. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
38. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

[Signatures follow on next page]

LANDLORD:

TENANT:

Signature

Signature

Print Name

Print Name

Date

Date

Tenant's Email

Tenant's Mailing Address

City, State and Zip Code

Attachments: Pamphlet *Protect Your Family from Lead in Your Home*
Notice & Information about Bed Bugs
Condominium Rules and Regulations (if applicable)

AGENDA ITEM

Subject: Discuss and Possibly Adopt the Updated 2023 Records Retention and Disposal Schedules (RRS)

Information Provided By: Stephanie Hake, Executive Assistant

Background

Mammoth Community Water District (MCWD) as with any public agency produces a significant number of records in all forms. There are laws and recommended best practices that dictate the management, retention, and destruction of these records, and these guidelines are constantly evolving and changing. To maintain compliance with law and technology and how it applies to the management of records, several years ago, MCWD contracted with Gladwell Governmental Services, Inc., (GGS) to provide staff with recommended updates to the District's records retention and disposal schedules annually.

Discussion

In November 2022 the recommended updates from the previous two years were adopted by the Board. In January GGS provided the annual 2023 recommended updates. There are only three changes in this year's updates. One in each of the following schedules: Regulatory Support RS-002.1, Finance FN-019, and Information Technology IT-005. The attached schedules are shown in "track changes". These updates have been reviewed by legal counsel.

Also attached is the complete set of MCWD Record Retention Schedules, showing all schedules including those that did not have any changes for the year.

Fiscal Impact

None

Requested Action

Staff requests the Board of Directors adopt the 2023 Records Retention Schedules.

Attachments:

- 1) 2023 RRS Schedules with updates – Regulatory Support, Finance, and Information Technology (redline)
- 2) Record Retention Schedules – Complete

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a Board of Directors meeting (then it is the Board Secretary.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active: How long the file remains in the immediate office area (*guideline*)
Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
Total Retention: The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*):
“S” indicates the record should be scanned into the document imaging system;
“I” indicates the record should be electronically imported into the document imaging system;
“M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: “Yes” indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF** the document has been imaged (electronically generated, scanned or imported **and placed on Unalterable Media or Immutable Cloud Media, DVD-R, CD-R, or WORM or microfilmed**) which is stored in a safe & separate location, and both the images and indexing Quality Checked (“QC'd”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC: Public Resources Code
USC: United States Code (US)

CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
FINANCE ADMINISTRATION / GENERAL ACCOUNTING										
Finance / General Accounting	FN-001	Audit Annual Reports / Audited Financial Statements / Audit Reports	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60201 et seq.
Finance / General Accounting	FN-002	Audits - Single Audits	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-003	Bank Statements / Checking Account Reconciliation / Fiscal Agent Statements, Trustee Statements, Investment Account Statements, etc.	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-004	Bond Registers	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq., 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
Finance / General Accounting	FN-005	Bonds / Certificates of Participation / Transcripts / Disclosure Reports	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-006	Bonds Issue Records	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.
Finance / General Accounting	FN-007	Budgets: Adopted	5 years	P	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60200
Finance / General Accounting	FN-008	Budgets: Proposed, Work Papers, Drafts, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department Preference; Preliminary drafts; GC §60200
Finance / General Accounting	FN-009	Cash Drawer Reconciliation	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-010	Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments, Billing Registers for New Financial System, Edit Lists, (MONTHLY OR PERIODIC) Does NOT include year-end General Ledger.	When No Longer Required		When No Longer Required		Mag, Ppr			Draft / Preliminary documents used to produce final year-end general ledger (financial database is the original); GC §60201
Finance / General Accounting	FN-011	Financial System Database / ERP Database	Indefinite		Indefinite		Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-012	Fixed Assets - Auction / Disposal / Sales / Surplused	2 years	3 years	5 years			Mag, Ppr		Consistent with Accounts Receivable; Statute of limitations is 3 years; statewide guidelines propose 2 - 4 years; published articles show 3 - 6 years; GC §60201, CCP §337
Finance / General Accounting	FN-013	Fund Transfers / Wire Transfers / Adjustments	2 years	3 years	5 years			Mag, Ppr		Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-014	Inventory Reports	When No Longer Required		When No Longer Required			Mag, Ppr		Preliminary drafts (the Financial Database is the original); GC §60200
Finance / General Accounting	FN-015	Investment Files / Portfolio Manager Statements / Cal Trust / LAIF (Local Agency Investment Fund)	2 years	3 years	5 years	Yes: Until Maturity		Mag, Ppr		Department Preference; GC §60201
Finance / General Accounting	FN-016	Journal Vouchers / Journal Entries	2 years	3 years	5 years			Mag, Ppr		Department Preference; Statute of Limitations is 4 years; Published articles show 6-7 years; GC §60201, CCP §337
Finance / General Accounting	FN-017	Loans to the District - USDA, etc.	Loan Payoff + 5 years		Loan Payoff + 5 years			Mag, Ppr		Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-018	State Reports: State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report), etc.	2 years	3 years	5 years			Mag, Ppr		District Preference; Meets auditing standards; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
ACCOUNTS PAYABLE											
Finance / Accounts Payable	FN-019	1099's 1096's, DE542 (California Report of Independent Contractors)	2 years	5 years	7 years					Mag, Ppr	IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12)
Finance / Accounts Payable	FN-020	Accounts Payable Source Records / Invoices & Receivers / Credit Card Statements ALL	2 years	5 years	7 years	Yes: Until Paid				Mag, Ppr	Meets municipal government auditing standards; Sewage Sludge is required for 5 years; Published articles show 3 - 7 years; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201(d)(12)
Finance / Accounts Payable	FN-021	Check Copies / Cancelled Checks	2 years	5 years	7 years					Mag, Ppr	May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337
Finance / Accounts Payable	FN-022	Check Register	When No Longer Required		When No Longer Required					Mag, Ppr	The Financial Database is the original; Reports can be recreated on demand and are considered a copy or preliminary draft; GC §60201
Finance / Accounts Payable	FN-023	Customer Refunds & Backup	2 years	5 years	7 years					Mag, Ppr	District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Payable	FN-023.1	W-9s	Vendor Inactive + 3 years		Vendor Inactive + 3 years		Mag, Ppr			Meets IRS auditing standards; GC §60201
ACCOUNTS RECEIVABLE / CUSTOMER SERVICE										
Finance / Accounts Receivable & Customer Service	FN-024	Assessor Tax Roll (unpaid balances)	5 years		5 years		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §60201 et seq.
Finance / Accounts Receivable & Customer Service	FN-025	Bankruptcies (Where District does NOT pursue a claim)	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-026	Bankruptcies (Where District DOES pursue a claim)	10 years		10 years		Mag, Ppr			Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-027	Checks deposited to Bank (District scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Follow Bank Instructions		Mag, Ppr			These are bank instruments, and not District records; per bank agreement.

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Receivable & Customer Service	FN-028	Customer Correspondence, Appeals, etc. (letters from and to customers)	2 years	3 years	5 years			Mag, Ppr		Department preference (Clean Water Act actions are 5 years); GC §60201
Finance / Accounts Receivable & Customer Service	FN-029	Customer Invoices / Customer Billing Database	Indefinite		Indefinite	Yes		Mag, Ppr		Data Fields / Records are interrelated; GC §60201
Finance / Accounts Receivable & Customer Service	FN-030	Direct Payment Applications / copies of voided checks	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-031	Liens	10 years		10 years			Mag, Ppr		Liens are good for 10 years from recording date, and may be extended by re-recording lien; WC 36729; 37212(b),
Finance / Accounts Receivable & Customer Service	FN-032	Payment Coupons Stubs (mailed) / Utility Receipts (when payment is made at the counter)	When No Longer Required		When No Longer Required			Mag, Ppr		Department preference; Transitory records not retained in the ordinary course of business; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable & Customer Service	FN-033	Relief Letters / Fines / Adjustment	5 years		5 years			Mag, Ppr		Department Preference (meets municipal government auditing standards); GC §60201 et seq.	
Finance / Accounts Receivable & Customer Service	FN-034	Returned Checks (NSF, etc.)	5 years		5 years	Yes: Until Paid		Mag, Ppr		Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §60201	
Finance / Accounts Receivable & Customer Service	FN-034.1	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Final Decision + 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FN-034.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	When No Longer Required		When No Longer Required			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FN-034.3	Water Billing: NSF Checks / Adjustments to Customer accounts	When No Longer Required		When No Longer Required			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable & Customer Service	FN-034.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan		Expiration or Completion of Payment Plan			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116910
Finance / Accounts Receivable & Customer Service	FN-034.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded Minimum 2 years		When Superseded; Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116906; GC §60201
Finance / Accounts Receivable & Customer Service	FN-034.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116918; GC §60201
CASH MANAGEMENT											
Finance / Cash Manag.	FN -035	Bank Deposit Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -036	Bank Signature Cards	Superseded + 5 years		Superseded + 5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -037	Cash Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Cash Manag.	FN -038	Customer Deposits	2 years	3 years	5 years			Mag, Ppr		District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §60201
PAYROLL										
Finance / Payroll	FN -039	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	4 years		4 years			Mag, Ppr		Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" GC §60201
Finance / Payroll	FN -040	Billing: COBRA and Retiree Medical	Termination of Service	7 years	Termination of Service + 7 years	Yes: During Service		Mag, Ppr		Retained to cover auditing standards; General rule under ERISA (Employee Retirement Income Security Act) is 7 years; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §60201
Finance / Payroll	FN -041	Cancelled Payroll Checks, Including Voided copies for Automatic Deposits	2 years	5 years	7 years			Mag, Ppr		GC §60201(d)(12), CCP § 337
Finance / Payroll	FN -042	DE-6 & 941 Forms DE-6 & 941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	5 years		5 years			Mag, Ppr		Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FN -043	Employee Payroll File Includes automatic payroll deposit authorizations, education loans, deductions, voluntary deductions, etc.	Separation + 1 year	2 years	Separation + 3 years		Mag, Ppr			Department preference; FLSA requires 3 years; 29 CFR 516; GC §60201 et seq.
Finance / Payroll	FN -044	Garnishments	Fully Satisfied or Separated + 2 years		Fully Satisfied or Separated + 2 years		Mag, Ppr			Department preference; GC §60201 et seq.
Finance / Payroll	FN -045	Loans to Employees - Housing Assistance, Down payment Assistance	Loan Payoff + 5 years		Loan Payoff + 5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Payroll	FN -046	Payroll Checks	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12), CCP § 337
Finance / Payroll	FN -047	Payroll Registers Includes Deferred Compensation Reports, PERS reports, 401A, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference (The software can accurately reproduce reports); GC §60201(d)(12)
Finance / Payroll	FN -048	Reports: Vacation / Sick Leave Usage	When No Longer Required		When No Longer Required		Mag, Ppr			Draft / Preliminary documents (financial database is the original); GC §60201
Finance / Payroll	FN -049	Timesheets / Timecards	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12); 29 CFR 516.5 & 516.6(c); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d)
Finance / Payroll	FN -050	W-2's	2 years	5 years	7 years		Mag, OD, Mfr, Ppr	S / I	Yes: After Annual Audit	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201(d)(12)

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Payroll	FN -051	W-4's	No Longer in Effect + 4 years		No Longer in Effect + 4 years			Mag, OD, Mfr, Ppr	S / I	Yes: After Annual Audit	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1; GC §60201(d)(12)
PURCHASING											
Finance / Purchasing	FN-052	Purchase Orders	When No Longer Required		When No Longer Required			Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (software can accurately re-create Purchase Order); GC §60201
Maint.	FN-053	Used Oil Disposal	3 years		3 years			Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Finance / Purchasing	FN-054	Vehicle and Equipment Folders (for Service provided by contractors / outside vendors, Smog Certificates, etc.)	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years			Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201
Finance / Purchasing	FN-055	Vehicle Titles (Pink Slips)	Upon Sale of the Vehicle		Upon Sale of the Vehicle	Yes		Mag, Ppr			Given to the new owner upon sale of the vehicle; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
INFORMATION TECHNOLOGY										
Information Technology	IT-001	Backups - DAILY	When No Longer Required		When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §60201 et seq.
Information Technology	IT-002	Backups - WEEKLY		When No Longer Required	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed when no longer required; GC §60201 et seq.
Information Technology	IT-003	GIS Database / Geographic Information Database	Indefinite		Indefinite		Mag			Data is interrelated; GC §§60201, 12168.7
Information Technology	IT-004	Network Configuration Maps & Plans	When No Longer Required		When No Longer Required	Yes	Mag.			Preliminary documents not retained in the ordinary course of business; GC §60201 et seq.
Information Technology	IT-005	UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP (WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes		P	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); <u>must be stored in a "safe and separate location"</u> ; GC 60201, 12168.7, EVC 1550, 2 CCR 22620 et seq

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
REGULATORY SUPPORT									
Regulatory Support	RS-001	Air Quality Monitoring / Compliance Reporting	5 years		5 years		Mag, Ppr		Department Preference; 40 CFR 70.6; GC §60201
Regulatory Support	RS-002	CEQA / NEPA Documents: Prepared by others for NON-District Projects (District comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	When No Longer Required		When No Longer Required		Ppr		Non-records; GC §60200
Regulatory Support	RS-003	CEQA / NEPA Documents: Prepared for District Purposes (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	2 years	P	P	Yes: Until Project Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Usually filed in Project File; GC §60201

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Regulatory Support	RS-002.1	CEQA / NEPA Documents: Prepared for District Purposes (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc) Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project submitted to, or transferred from the agency, and all internal agency communications, including staff notes related to a non-exempt CEQA action	Completion + 180 days		Completion + 180 days			Mag, Ppr		Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §60201
Regulatory Support	RS-005	Classes, Sign-in Sheets	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Regulatory Support	RS-005.1	Consumer Confidence Reports / Annual Water Quality Reports	P		P			Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Department preference; State law requires 12 years, federal 10 years; 40 CFR 141.33(a); 22 CCR 64470; 22 CCR §64483; GC §60201
Lead Dept.	RS-006	Correspondence with Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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Regulatory Support	RS-007	FOG (Fats, Oil & Grease) / Source Control / Pretreatment Reports / Maintenance / Line Cleaning	3 years		3 years			Mag, Ppr		Department preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201
Regulatory Support	RS-008	FOG (Fats, Oil & Grease) FSE - Food Service Establishment Inspections Sheets	Superseded		Superseded			Mag, Ppr		Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Regulatory Support	RS-009	FOG (Fats, Oil & Grease) Permits	Superseded + 3 years		Superseded 3 years			Mag, Ppr		Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Regulatory Support	RS-010	NPDES Permits & Monitoring Reports	Minimum Expiration + 3 years		Minimum Expiration + 3 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department Preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Regulatory Support	RS-014	Permits: DPH, Forest Service, etc.	Minimum Expiration + 2 years		Minimum Expiration + 2 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; GC §60201
Regulatory Support	RS-011	Plans: IRWMP (Integrated Regional Water Management Plan), etc.	10 years		10 years			Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; GC §60201
Regulatory Support	RS-012	Sanitary Surveys of Drinking Water Systems (Open Sources of Water - Lake, Open Reservoirs, Dams, etc)	10 years		10 years			Mag		22 CCR §64470; 40 CFR 141.33©

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Regulatory Support	RS-004	Stakeholder Meetings	When No Longer Required		When No Longer Required			Mag, Ppr			District preference; GC §60201
Regulatory Support	RS-013	Vulnerability Assessment / Emergency Response Plan / Risk & Resiliency Assessment / Hazard Mitigation Plan	When Superseded - Minimum 2 years		When Superseded Minimum 2 years			Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Confidential; 42 USC 300i-2(d); GC §60201
Regulatory Support	RS-015	Water Diversion Permits	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201	
Regulatory Support	RS-016	Water Rights	P		P	Yes	Mag, Mfr, OD, Ppr	S	No	Department preference; GC §60201	
Regulatory Support	RS-017	Water Supply Permits / Water Supply Reports	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201	

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a Board of Directors meeting (then it is the Board Secretary.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active: How long the file remains in the immediate office area (*guideline*)
Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
Total Retention: The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*):
“S” indicates the record should be scanned into the document imaging system;
“I” indicates the record should be electronically imported into the document imaging system;
“M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: “Yes” indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF** the document has been imaged (electronically generated, scanned or imported **and placed on Unalterable Media or Immutable Cloud Media, DVD-R, CD-R, or WORM or microfilmed**) which is stored in a safe & separate location, and both the images and indexing Quality Checked (“QC'd”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC: Public Resources Code
USC: United States Code (US)

CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CONSERVATION

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
CONSERVATION									
Conservation	CONS-001	Conservation / Rebate Database	Indefinite		Indefinite	Yes	Mag, Ppr		Data Fields / Records are interrelated; GC §60201
Conservation	CONS-002	Data Disclosure Forms (Authorization for Third Parties to access data for high usage / leak / violation data)	Upon Expiration or Rescission by Customer		Upon Expiration or Rescission by Customer		Mag, Ppr		Department preference; GC §60201
Conservation	CONS-003	Indoor/Outdoor Incentive Program: Application Denied	5 years		5 years		Mag, Ppr		Department preference; GC §60201
Conservation	CONS-004	Indoor/Outdoor Incentive Program: Application, Payment Request, & Receipts.	5 years		5 years		Mag, Ppr		Department preference; GC §60201
Conservation	CONS-005	Irrigation Account Letters: Maximum Applied Water Allowances	5 years		5 years		Mag, Ppr		Department preference; meets municipal government auditing requirements, and may have grant funding; GC §60201
Conservation	CONS-006	Urban Water Management Plans (UWMP)	P		P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Department Preference; GC §60201
Conservation	CONS-007	Violation Database	Indefinite		Indefinite	Yes	Mag, Ppr		Data Fields / Records are interrelated; GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
DISTRICT-WIDE (Used by All Departments)										
Finance / Accounts Payable	DW-001	Accounts Payable (Invoices, Petty Cash, Travel Expense Reimbursements, etc.)	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Until Paid	Mag, Ppr			Also see Grants. copies; GC §60200
District Secretary	DW-002	Agendas, Agenda Packets Board of Directors, Subcommittees (Technical Services, Finance)	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr			copies; GC §60200
District Secretary	DW-003	Agreements & Contracts (ALL , Except for Employee Loans or General Manager's Contract)	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr			Send all originals to the District Secretary; GC §60200
Lead Department	DW-004	Agreements & Contracts - ALL: ADMINISTRATIVE RECORDS (Correspondence, project schedules, copies of invoices, backup, insurance certificates etc.) Also see grant retention, if applicable.	Completion + 10 years		Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Also see Grants. Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §§336(a), 337 et. seq., GC §60201
Lead Department	DW-005	Agreements & Contracts: Unsuccessful bids	Bid Opening + 2 years		Bid Opening + 2 years		Mag, Ppr			Special Districts are required to keep public works unaccepted bids for 2 years; GC §60201(d)(11)

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?		
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
	DW-006	Association Records (external associations - e.g., ACWA, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr			Non-records; GC §60201 et seq.
	DW-007	Bids: See Agreements						Mag, Ppr			
	DW-008	Brochures: See Reference Materials						Mag, Ppr			
Finance	DW-009	Budgets - Finals, Drafts, Reports, Worksheets	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Current Fiscal Year		Mag, Ppr			GC §§60200, 53901
Personnel Services / Risk Manage.	DW-010	Claims / Litigation	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Settlement		Mag, Ppr			GC §§60200, 60201 et seq.
Lead Dept.	DW-011	Clippings / Newspaper Clippings	When No Longer Required		When No Longer Required			Mag, Ppr			Non-records; GC §60201 et seq.
Lead Dept.	DW-012	Committees, Task Forces, Associations, Commissions, & Boards: External Organizations (e.g. Association of California Water Agencies, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr			Non-records
	DW-013	Contracts: See Agreements						Mag, Ppr			
	DW-014	Copies or duplicates of any record	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr			GC §60200

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-015	Correspondence - Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues	Mag, Ppr			District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201
Dept. that Authors Document or Receives the District's Original Document	DW-016	Correspondence - Routine <small>(e .g. Administrative, Chronological, Communications, General Files, Letters, Memorandums, Miscellaneous Reports, Reading Files, Working Files, etc. Does NOT include Regulatory Agency Correspondence)</small>	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years		Mag, Ppr			Department preference; GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Dept. that Authors Document or Receives the District's Original Document	DW-017	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda not retained in the ordinary course of business Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail or social media posting, instant messaging, inventories, invitations, logs, mailing lists, meeting room registrations, speaker slips, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Electronic and paper records are categorized, filed and retained based upon the CONTENT of the record. Records where either the Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult the District's Legal Counsel to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981); District of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	DW-018	Credit Card Slips (Signed by Employees)	5 years		5 years			Mag, Ppr		For auditing purposes; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-019	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		When No Longer Required			Mag, Ppr		As long as the drafts and notes are not retained in the "Regular Course of Business". GC §60201, GC §6254
Lead Dept.	DW-020	Grants (SUCCESSFUL - all records, including FEMA claims, OES Claims)	2 years	After Funding Agency Audit, if Required - Minimum 5 years	After Funding Agency Audit, if required - Minimum 5 years			Mag, Ppr		District Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), 29 CFR 97.42; -OMB Circular A-110 & A-133; GC §60201; GC §8546.7
Lead Dept.	DW-021	Grants: UNSUCCESSFUL (Applications, Correspondence, etc.)	2 years		2 years			Mag, Ppr		Department Preference; GC §60201
Lead Dept.	DW-022	Index to Inactive Records / Records Stored in Records Center / Inventory of Records in Records Center	Indefinite		Indefinite			Mag, Ppr		Department Preference; GC §60201
	DW-023	Invoices - see Accounts Payable						Mag, Ppr		

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
District Secretary	DW-024	Ordinances	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Ppr		GC §60201
Personnel Services	DW-025	Personnel Files - Department-level Supervisor's Notes	After Performance Evaluation or Documented Discipline		After Performance Evaluation or Documented Discipline	Before Separation	Mag, Ppr		Preliminary Drafts; Supervisors notes should maintained in a separate folder and be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201
Lead Dept.	DW-026	Photographs	When No Longer Required		When No Longer Required		Mag, Ppr		GC §60201
	DW-027	Policies & Procedures - See Reference Manuals					Mag, Ppr		
Lead Dept.	DW-028	Public Relations / Press Releases	Minimum 2 years		Minimum 2 years		Mag, Ppr		Department Preference; GC §60201
District Secretary	DW-029	Records Destruction Lists	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr		Copies; GC §60200
Authoring Dept.	DW-030	Reference Materials: Policies, Procedures, Brochures, Manuals, Newsletters	When No Longer Required		When No Longer Required		Mag, Ppr		Documents of historical significance should be retained longer; GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-031	Reports and Studies - White Papers, Issue Papers, Position Papers, Scientific Studies (other than Annual Reports)	Minimum 2 years		Minimum 2 years			Mag, Ppr		GC §60201
District Secretary	DW-032	Resolutions	Copies - When No Longer Required		Copies - When No Longer Required	Yes, depending upon subject		Mag, Ppr		copies; GC §60200
Lead Dept.	DW-033	Surveys / Questionnaires (that the District issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed when no longer required.	2 years		2 years			Mag, Ppr		GC §§60200, 60201
Finance / Payroll	DW-034	Time Cards / Time Sheets	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr		GC §60201

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (Guideline in office)	Inactive (Guideline - Filed, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
ENGINEERING										
Engineering	EN-001	Aerials	2 years	P	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §60201
Engineering	EN-002	Annexations / Boundary Changes Index, Maps, Documents	P		P	Yes	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §60201 et seq.
Engineering	EN-003	Comment Letters: No Comment, Non-Interference Letters to City or County for their proposed projects	20 years		20 years		Mag, Ppr			Department preference; GC §60201
Lead Dept.	EN-004	Correspondence with Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201
Engineering	EN-005	Easements, Rights of Way, & Recorded Grant Deeds	While active	P	P		Mag, Mfr, OD, Ppr	S	No	Department preference; GC §60201
Engineering	EN-006	Inspection Reports	While active	P	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Engineering	EN-007	Plans, Reports & Studies (EIRs, Fishery Reports, Groundwater Management Plan, Groundwater Quality, Surface Water Quality, etc.)	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (Guideline in office)	Inactive (Guideline - Filed, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-008	Projects (CIP or Private Development): Large Format Drawings Design Drawings (finals), Record Drawings ("As Builts")	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	No	For Disaster Recovery Purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §60201 et seq.
Engineering	EN-009	Projects (CIP or Private Development): Permanent File / Permits Agreements / Contracts (copies), Bid Package (Winning), Change Orders, Environmental, Final As-Built Drawings (Record Drawings), Inspection Pictures, Inspection Reports, Material Testing, Operations & Maintenance Manuals, Permits (Design, Environmental), Preliminary Design Report, Rights of Way / Easements, Soils, Geotechnical Reports, Specifications, Submittals, Surveys, CAD files, Engineer's Calculation Files	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD, except for Easements & As-Builts	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; GC §60201

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (Guideline in office)	Inactive (Guideline - Filed, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-010	Projects (CIP or Private Development): Administration - 10 year file Project Administration, Bid Summary, Bonds, Certified Payroll, Grant Documents, Errors & Omissions, Insurance Certificates, Notifications, Progress Payments, Punch Lists, Videos Post-Construction & Pre-Construction, Bid Bonds (returned), Bond Copies of Drawings, Correspondence (Transitory / Preliminary Drafts), Engineer's Estimates, Memoranda, NPDES, Permits (Construction & Street Opening), Project Schedules, Requests for Information, Stop Notices - Claims, CCTV	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Ppr			Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201
Engineering	EN-011	Projects (CIP or Private Development): Unsuccessful Proposals	20 years		20 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	Yes: After QC	GC §60201 et seq.
District Secretary	EN-012	Real Estate Acquisition or Sale: Deeds, Easements, Rights of Way, etc.	P		P		Mag, Mfr, OD, Ppr	S / I	No	Department Preference; GC §60201

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (Guideline in office)	Inactive (Guideline - Filed, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-013	Real Estate Appraisal Reports ALL (Whether Purchased or Not)	Minimum 5 years		Minimum 5 years	Yes: Before Purchase	Mag, Ppr			Department preference (not accessible to the public until close of escrow); USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; GC §§60201, 6254(h)
Engineering	EN-014	Sewer Improvement Districts / Assessment Districts / CFDs	Upon Completion	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §60201 et seq.
Engineering	EN-015	Studies / Technical Studies / Meter Replacement Advance Studies	5 years		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201 et seq.
Engineering	EN-016	Tracts / Subdivisions / Parcel Maps / Tentative Tracts (may contain drawings of our easements)	Upon Completion	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference (Tracts maintained by appropriate County and/or City); GC §60201
Engineering	EN-017	Wastewater Special Studies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference to comply with NPDES regulations; 40 CFR §§122.21, 122.41; GC §60201 et seq.
Engineering	EN-018	Water Master Plans	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (updated every 5 years); GC §60201 et seq.

RECORDS RETENTION SCHEDULE: ENGINEERING

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (Guideline in office)	Inactive (Guideline - Filed, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Engineering	EN-019	Well Extraction Verifications	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201
Engineering	EN-020	Will-Serve Letters / Availability Letters	2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
PERMITS										
Engineering / Permits	EN-021	Construction Permits	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	For disaster preparedness purposes; GC §60201 et seq.
Engineering / Permits	EN-022	Customer Service / Changes to System or Meters / Mechanical Meters - ALL FINAL RECORDS	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	For disaster preparedness purposes; GC §60201 et seq.
Engineering / Permits	EN-023	Customer Service / Permit Database	Indefinite		Indefinite		Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
FINANCE ADMINISTRATION / GENERAL ACCOUNTING										
Finance / General Accounting	FN-001	Audit Annual Reports / Audited Financial Statements / Audit Reports	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60201 et seq.
Finance / General Accounting	FN-002	Audits - Single Audits	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-003	Bank Statements / Checking Account Reconciliation / Fiscal Agent Statements, Trustee Statements, Investment Account Statements, etc.	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-004	Bond Registers	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq., 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
Finance / General Accounting	FN-005	Bonds / Certificates of Participation / Transcripts / Disclosure Reports	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-006	Bonds Issue Records	2 years	Fully Defeased + 10 years	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.
Finance / General Accounting	FN-007	Budgets: Adopted	5 years	P	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	Department Preference; GC §60200
Finance / General Accounting	FN-008	Budgets: Proposed, Work Papers, Drafts, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department Preference; Preliminary drafts; GC §60200
Finance / General Accounting	FN-009	Cash Drawer Reconciliation	2 years	3 years	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-010	Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments, Billing Registers for New Financial System, Edit Lists, (MONTHLY OR PERIODIC) Does NOT include year-end General Ledger.	When No Longer Required		When No Longer Required		Mag, Ppr			Draft / Preliminary documents used to produce final year-end general ledger (financial database is the original); GC §60201
Finance / General Accounting	FN-011	Financial System Database / ERP Database	Indefinite		Indefinite		Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / General Accounting	FN-012	Fixed Assets - Auction / Disposal / Sales / Surplused	2 years	3 years	5 years			Mag, Ppr		Consistent with Accounts Receivable; Statute of limitations is 3 years; statewide guidelines propose 2 - 4 years; published articles show 3 - 6 years; GC §60201, CCP §337
Finance / General Accounting	FN-013	Fund Transfers / Wire Transfers / Adjustments	2 years	3 years	5 years			Mag, Ppr		Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-014	Inventory Reports	When No Longer Required		When No Longer Required			Mag, Ppr		Preliminary drafts (the Financial Database is the original); GC §60200
Finance / General Accounting	FN-015	Investment Files / Portfolio Manager Statements / Cal Trust / LAIF (Local Agency Investment Fund)	2 years	3 years	5 years	Yes: Until Maturity		Mag, Ppr		Department Preference; GC §60201
Finance / General Accounting	FN-016	Journal Vouchers / Journal Entries	2 years	3 years	5 years			Mag, Ppr		Department Preference; Statute of Limitations is 4 years; Published articles show 6-7 years; GC §60201, CCP §337
Finance / General Accounting	FN-017	Loans to the District - USDA, etc.	Loan Payoff + 5 years		Loan Payoff + 5 years			Mag, Ppr		Department Preference; Meets municipal government auditing standards; GC §60201
Finance / General Accounting	FN-018	State Reports: State Controllers Report / Local Government Compensation Report, Public Self Insurer Report (SIP Report), etc.	2 years	3 years	5 years			Mag, Ppr		District Preference; Meets auditing standards; GC §60201

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
ACCOUNTS PAYABLE											
Finance / Accounts Payable	FN-019	1099's 1096's, DE542 (California Report of Independent Contractors)	2 years	5 years	7 years					Mag, Ppr	IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12)
Finance / Accounts Payable	FN-020	Accounts Payable Source Records / Invoices & Receivers / Credit Card Statements ALL	2 years	5 years	7 years	Yes: Until Paid				Mag, Ppr	Meets municipal government auditing standards; Sewage Sludge is required for 5 years; Published articles show 3 - 7 years; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201(d)(12)
Finance / Accounts Payable	FN-021	Check Copies / Cancelled Checks	2 years	5 years	7 years					Mag, Ppr	May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337
Finance / Accounts Payable	FN-022	Check Register	When No Longer Required		When No Longer Required					Mag, Ppr	The Financial Database is the original; Reports can be recreated on demand and are considered a copy or preliminary draft; GC §60201
Finance / Accounts Payable	FN-023	Customer Refunds & Backup	2 years	5 years	7 years					Mag, Ppr	District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §60201

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Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
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Finance / Accounts Payable	FN-023.1	W-9s	Vendor Inactive + 3 years		Vendor Inactive + 3 years		Mag, Ppr			Meets IRS auditing standards; GC §60201
ACCOUNTS RECEIVABLE / CUSTOMER SERVICE										
Finance / Accounts Receivable & Customer Service	FN-024	Assessor Tax Roll (unpaid balances)	5 years		5 years		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §60201 et seq.
Finance / Accounts Receivable & Customer Service	FN-025	Bankruptcies (Where District does NOT pursue a claim)	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-026	Bankruptcies (Where District DOES pursue a claim)	10 years		10 years		Mag, Ppr			Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-027	Checks deposited to Bank (District scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Follow Bank Instructions		Mag, Ppr			These are bank instruments, and not District records; per bank agreement.

RECORDS RETENTION SCHEDULE: FINANCE

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			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Receivable & Customer Service	FN-028	Customer Correspondence, Appeals, etc. (letters from and to customers)	2 years	3 years	5 years			Mag, Ppr		Department preference (Clean Water Act actions are 5 years); GC §60201
Finance / Accounts Receivable & Customer Service	FN-029	Customer Invoices / Customer Billing Database	Indefinite		Indefinite	Yes		Mag, Ppr		Data Fields / Records are interrelated; GC §60201
Finance / Accounts Receivable & Customer Service	FN-030	Direct Payment Applications / copies of voided checks	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Finance / Accounts Receivable & Customer Service	FN-031	Liens	10 years		10 years			Mag, Ppr		Liens are good for 10 years from recording date, and may be extended by re-recording lien; WC 36729; 37212(b),
Finance / Accounts Receivable & Customer Service	FN-032	Payment Coupons Stubs (mailed) / Utility Receipts (when payment is made at the counter)	When No Longer Required		When No Longer Required			Mag, Ppr		Department preference; Transitory records not retained in the ordinary course of business; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

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<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable & Customer Service	FN-033	Relief Letters / Fines / Adjustment	5 years		5 years			Mag, Ppr		Department Preference (meets municipal government auditing standards); GC §60201 et seq.	
Finance / Accounts Receivable & Customer Service	FN-034	Returned Checks (NSF, etc.)	5 years		5 years	Yes: Until Paid		Mag, Ppr		Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §60201	
Finance / Accounts Receivable & Customer Service	FN-034.1	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Final Decision + 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FN-034.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	When No Longer Required		When No Longer Required			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908
Finance / Accounts Receivable & Customer Service	FN-034.3	Water Billing: NSF Checks / Adjustments to Customer accounts	When No Longer Required		When No Longer Required			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116908

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable & Customer Service	FN-034.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan		Expiration or Completion of Payment Plan			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §60201; H&S §116910
Finance / Accounts Receivable & Customer Service	FN-034.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded Minimum 2 years		When Superseded; Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116906; GC §60201
Finance / Accounts Receivable & Customer Service	FN-034.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Minimum 2 years			Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116918; GC §60201
CASH MANAGEMENT											
Finance / Cash Manag.	FN -035	Bank Deposit Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -036	Bank Signature Cards	Superseded + 5 years		Superseded + 5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Cash Manag.	FN -037	Cash Receipts	2 years	3 years	5 years			Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

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(OFR)										
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Cash Manag.	FN -038	Customer Deposits	2 years	3 years	5 years			Mag, Ppr		District preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §60201
PAYROLL										
Finance / Payroll	FN -039	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	4 years		4 years			Mag, Ppr		Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" GC §60201
Finance / Payroll	FN -040	Billing: COBRA and Retiree Medical	Termination of Service	7 years	Termination of Service + 7 years	Yes: During Service		Mag, Ppr		Retained to cover auditing standards; General rule under ERISA (Employee Retirement Income Security Act) is 7 years; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §60201
Finance / Payroll	FN -041	Cancelled Payroll Checks, Including Voided copies for Automatic Deposits	2 years	5 years	7 years			Mag, Ppr		GC §60201(d)(12), CCP § 337
Finance / Payroll	FN -042	DE-6 & 941 Forms DE-6 & 941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	5 years		5 years			Mag, Ppr		Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

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Finance / Payroll	FN -043	Employee Payroll File Includes automatic payroll deposit authorizations, education loans, deductions, voluntary deductions, etc.	Separation + 1 year	2 years	Separation + 3 years		Mag, Ppr			Department preference; FLSA requires 3 years; 29 CFR 516; GC §60201 et seq.
Finance / Payroll	FN -044	Garnishments	Fully Satisfied or Separated + 2 years		Fully Satisfied or Separated + 2 years		Mag, Ppr			Department preference; GC §60201 et seq.
Finance / Payroll	FN -045	Loans to Employees - Housing Assistance, Down payment Assistance	Loan Payoff + 5 years		Loan Payoff + 5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201
Finance / Payroll	FN -046	Payroll Checks	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12), CCP § 337
Finance / Payroll	FN -047	Payroll Registers Includes Deferred Compensation Reports, PERS reports, 401A, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference (The software can accurately reproduce reports); GC §60201(d)(12)
Finance / Payroll	FN -048	Reports: Vacation / Sick Leave Usage	When No Longer Required		When No Longer Required		Mag, Ppr			Draft / Preliminary documents (financial database is the original); GC §60201
Finance / Payroll	FN -049	Timesheets / Timecards	2 years	5 years	7 years		Mag, Ppr			GC §60201(d)(12); 29 CFR 516.5 & 516.6(c); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d)
Finance / Payroll	FN -050	W-2's	2 years	5 years	7 years		Mag, OD, Mfr, Ppr	S / I	Yes: After Annual Audit	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201(d)(12)

RECORDS RETENTION SCHEDULE: FINANCE

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FN -051	W-4's	No Longer in Effect + 4 years		No Longer in Effect + 4 years			Mag, OD, Mfr, Ppr	S / I	Yes: After Annual Audit IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1; GC §60201(d)(12)
PURCHASING										
Finance / Purchasing	FN-052	Purchase Orders	When No Longer Required		When No Longer Required			Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Department preference (software can accurately re-create Purchase Order); GC §60201
Maint.	FN-053	Used Oil Disposal	3 years		3 years			Mag, Ppr		22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Finance / Purchasing	FN-054	Vehicle and Equipment Folders (for Service provided by contractors / outside vendors, Smog Certificates, etc.)	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years			Mag, Ppr		Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201
Finance / Purchasing	FN-055	Vehicle Titles (Pink Slips)	Upon Sale of the Vehicle		Upon Sale of the Vehicle	Yes		Mag, Ppr		Given to the new owner upon sale of the vehicle; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: GENERAL MANAGER & DISTRICT SECRETARY

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ADMINISTRATION / GENERAL MANAGER / PUBLIC RELATIONS											
General Manager	GM-001	Projects, Programs, Subject & Issues (Issues and/or projects will vary over time)	When No Longer Required		When No Longer Required			Mag, Ppr		Department Preference; GC §60201	
General Manager	GM-002	Public Relations / Press Releases	Minimum 2 years		Minimum 2 years			Mag, Ppr		Department Preference; GC §60201	
General Manager	GM-003	Speech Notes / PowerPoint Presentations	When No Longer Required		When No Longer Required			Mag, Ppr		Notes, drafts, or preliminary documents; GC §60201 et seq.	
DISTRICT SECRETARY											
District Secretary	DS-001	Agendas & Agenda Packets - Board of Directors, Subcommittees (Technical Services, Finance)	2 years	P	P		Yes: Before Meeting Date	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
District Secretary	DS-002	Agreements & Contracts - INFRASTRUCTURE - Engineering, JPAs, etc. Agreement or Contract, Insurance Certificates, Amendments Examples of Infrastructure: Architects, Treatment Plants, Lines, Buildings, etc.	Completion	P	P		Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts are permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337.337.1(a), 337.15, 343; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: GENERAL MANAGER & DISTRICT SECRETARY

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
District Secretary	DS-003	<p>Agreements & Contracts - NON INFRASTRUCTURE - Administration & Operations - Equipment Purchases, Consulting Services, Leases, Vehicle Purchases, etc.</p> <p>Agreement or Contract, Insurance Certificates, Amendments</p> <p>Examples of Non-Infrastructure: Consultants, Painting, Maintenance, Franchise Agreements, etc.</p>	Completion	10 years	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department Preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., GC §60201 et seq.
District Secretary	DS-004	<p>Agreements & Contracts: Political & Outside Jurisdictions</p> <p>Conjunctive Agreements, Cooperative Agreements, JPAs (Joint Powers Authorities), Water Supply Agreements</p>	2 years	P	P	Yes: Before Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
District Secretary	DS-005	Appointments / Resignations to the Board of Directors	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
District Secretary	DS-006	Association Records (external associations - e.g., ACWA, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr			Non-records; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: GENERAL MANAGER & DISTRICT SECRETARY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
District Secretary	DS-007	District Formation Records, Acquisition of other Districts	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	No	Department preference (historical purposes); GC §60201
District Secretary	DS-008	Elections - Historical (Sample Ballot, Election Results)	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (historical purposes); GC §60201
District Secretary	DS-009	Elections: Correspondence, Notifications & Publications, Certificate of Election, etc.	2 years		2 years		Mag, Ppr			Department preference (historical purposes); GC §60201
District Secretary	DS-010	FPPC 700 Series Forms (Statement of Economic Interests): DESIGNATED EMPLOYEES & CONSULTANTS (specified in the District's Conflict of Interest code)	10 years		10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statements filed electronically are required for 10 years; GC §81009(f)(g); GC §84615
District Secretary	DS-011	FPPC 700 Series Forms (Statement of Economic Interests): PUBLIC OFFICIALS (elected & not elected. Includes District Board Members, General Manager)	10 years		10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statements filed electronically are required for 10 years; GC §81009(f)(g); GC §84615
District Secretary	DS-012	FPPC Form 801 (Gift to Agency Report)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18944(c)(3)(G); GC §81009(e)
District Secretary	DS-013	FPPC Form 802 (Tickets Provided by Agency Report)	7 years		7 years		Mag, Ppr			Must post on website for 4 years; GC §81009€
District Secretary	DS-014	FPPC Form 803 (Behested Payment Report)	7 years		7 years		Mag, Ppr			GC §81009e

RECORDS RETENTION SCHEDULE: GENERAL MANAGER & DISTRICT SECRETARY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
District Secretary	DS-015	FPPC Form 804 (Agenda Report of New Positions)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §60201
District Secretary	DS-016	FPPC Form 805 (Agency Report of Consultants)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §60201
District Secretary	DS-017	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18705.5(b)(3); GC §60201, 81009e
District Secretary	DS-018	Historical Records	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	No	District Secretary Determines Historical Significance; GC §60201
District Secretary	DS-019	Minutes: Board of Directors, Subcommittees (Technical Services, Finance)	2 years	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §60201(d)(3)
District Secretary	DS-020	Notices: Affidavits of Postings and Publications	2 years		2 years		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1)
District Secretary	DS-021	Oaths of Office (Board of Directors Only)	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
District Secretary	DS-022	Ordinances	2 years	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §60201 et. seq.
District Secretary	DS-023	Organization Charts - In Agenda Packets	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After Annual Audit	GC §60201 et seq.
District Secretary	DS-024	Proclamations	2 years		2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §60201

RECORDS RETENTION SCHEDULE: GENERAL MANAGER & DISTRICT SECRETARY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
District Secretary	DS-025	Public Records Act Requests	2 years		2 years			Mag, Ppr		Department Preference; GC §60201	
District Secretary	DS-026	Records Destruction Authorization Forms	10 years		10 years			Mag, Ppr		Department Preference; GC §60201	
District Secretary	DS-027	Resolutions	2 years	P	P	Yes (all)		Mag, Mfr, OD, Ppr	S / I	No	GC §60201 et. seq.
District Secretary	DS-028	Secretary of State Statement of Facts	2 years		2 years			Mag, Ppr			Department preference; GC §60201 et. seq.
District Secretary	DS-029	Subpoenas	2 years		2 years			Mag, Ppr			GC §60201(d)(5)

RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
INFORMATION TECHNOLOGY										
Information Technology	IT-001	Backups - DAILY	When No Longer Required		When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §60201 et seq.
Information Technology	IT-002	Backups - WEEKLY		When No Longer Required	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed when no longer required; GC §60201 et seq.
Information Technology	IT-003	GIS Database / Geographic Information Database	Indefinite		Indefinite		Mag			Data is interrelated; GC §§60201, 12168.7
Information Technology	IT-004	Network Configuration Maps & Plans	When No Longer Required		When No Longer Required	Yes	Mag.			Preliminary documents not retained in the ordinary course of business; GC §60201 et seq.
Information Technology	IT-005	UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP (WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes		P	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); <u>must be stored in a "safe and separate location"</u> ; GC 60201, 12168.7, EVC 1550, 2 CCR 22620 et seq

RECORDS RETENTION SCHEDULE: MAINTENANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
MAINTENANCE										
Maint.	MNT-001	Aboveground Storage Tanks (Agency Owned - Water Storage Tanks) Spill Prevention Control and Countermeasures (SPCC), Inspections, Integrity Testing, Maintenance, Repairs	20 years	P	P		Mag, Ppr		Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §60201	
Maint. & Personnel Services / Safety	MNT-002	Asbestos Disposal - Chain of Custody	2 years	P	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Department Preference; GC §60201
Maint.	MNT-003	Backflow Testing / Cross Connection	3 years	2 years	5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements; GC §60201; 17 CCR 7605(f)
Maint.	MNT-004	CCTV - Sewers	Minimum 5 years		Minimum 5 years		Mag			Department preference; GC §60201
Operations or Maint.	MNT-005	Confined Space Entries / Hot Work Permits (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	2 years		2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1919.146(e)(6) GC §60201
Lead Dept.	MNT-006	Daily Safety Checks / Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections	1 year		1 year		Mag, Ppr			Department preference; 13 CCR 1234(c); 49 CFR 396.11(c)(2); 49 CFR 396.21(b)(1); GC §60201

RECORDS RETENTION SCHEDULE: MAINTENANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
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Operations / Wastewater	MNT-007	Emergency Call Out Logs / Storm Call Out Logs	5 years		5 years		Mag, Ppr			Department preference (used for FEMA / OES reimbursements); GC §60201
Maint.	MNT-008	Encroachment Permits (for Maintenance Work: Road / Street Cuts, etc.)	Upon Expiration		Upon Expiration		Mag, Ppr			Issued by other agencies for our work; GC §60201
Lead Dept.	MNT-009	Flow Meter Reading	5 years		5 years		Mag, Ppr			Department preference; GC §60201
Maint.	MNT-010	Generator Operation Logs & Inspections - Fixed / Stationary Generators	3 years		3 years		Mag, Ppr			AQMD Rule 1470; GC §60201
Maint.	MNT-011	Generator Operation Logs & Inspections - Portable / Emergency Generators	5 years		5 years		Mag, Ppr			AQMD Rule 1470; Form 400-E-13a instructions; GC §60201
Maint. & Personnel Services / Safety	MNT-012	Hazardous Waste Manifests / Disposal	5 years	P	P	Yes: Before Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC'd	Department preference (District has "cradle to grave" liability); only 3 years is mandated; 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40; GC §60201
Maint.	MNT-013	Hydrant Maintenance Logs / Exercises and Flushes (prior to CMMS)	5 years		5 years		Mag, Ppr			Department Preference; GC §60201
Maint.	MNT-014	Incidents / Unauthorized Discharges: Main Breaks, Spills, Investigations and Corrective Actions, Notice to Comply - ALL	Last Action + 5 years		Last Action + 5 years	Yes: Before Resolution	Mag, Ppr			Department Preference; Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b)(2); 22 CCR §64470

RECORDS RETENTION SCHEDULE: MAINTENANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Maint.	MNT-015	Leak Reports	5 years		5 years		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470
Maint.	MNT-016	Meter Calibration Records (Production Meters)	2 years	10 years	12 years		Mag, Ppr			Consistent with Lead & Copper Analysis; 40 CFR 141.33(a)
Operations or Maint.	MNT-017	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §60201 et. seq.
Maint.	MNT-018	Pressure Tests (Potable Water System) / Boil Alerts	5 years		5 years		Mag, Ppr			Department preference; GC §60201
Maint.	MNT-019	Pre-Trip Inspections / DOT Program / CHP Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		2 years		Ppr			GC §60201; 3 CCR 1234(c)
Maint.	MNT-020	Pump Tests / Meter Tests / Calibration	Upon Change of Pump or Meter		Upon Change of Pump or Meter		Mag, Ppr			Department Preference; GC §60201
Maint.	MNT-021	Sanitary Spills and Overflows (SSOs)	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	If treating water, required for 5 years; 40 CFR 122.41(j)(2)
Operations or Maint.	MNT-022	SCADA Alarm & Status Printouts / Charts	When No Longer Required		When No Longer Required		Mag, Ppr			Database is original, printouts are drafts / copies. Data is interrelated; system qualifies as a "trusted system"; GC §§60200, 12168.7

RECORDS RETENTION SCHEDULE: MAINTENANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations or Maint.	MNT-023	SCADA Database (Supervisory Control and Data Acquisition)	Indefinite		Indefinite	Yes	Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Maint.	MNT-024	Sewer Complaints (written)	2 years		2 years		Mag, Ppr			Department Preference; GC §60201
Maint.	MNT-025	Sewer System Management Plans (SSMP) and Audits	P		P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; plans must be updated every 5 years, audits are required every 2 years; GC §60201
Maint. & Operations	MNT-026	Two-Way Radio Licensing and Information	Expiration + 2 years		Expiration + 2 years	Yes: Until Expired	Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Covers statute of limitations for written contracts (4 years); Statewide guidelines propose Permanent; CCP § 337 et. Seq.; GC § 60201
Maint.	MNT-027	Underground Service Alerts (USA's) / Dig Alerts	3 years		3 years		Mag, Ppr			Department Preference (required for 3 years); the warrantee period for work done is usually 5 years, the Statute of Limitations for some work may be up to 10 years; CCP §337 et seq., GC §§4216.2(d) & 4216.3(d), 60201
Maint.	MNT-028	Vehicle & Equipment History Files (If Work is performed by Maintenance staff)	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., GC §60201

RECORDS RETENTION SCHEDULE: MAINTENANCE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
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(OFR)										
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Division Providing Service / Work	MNT-029	Work Orders / Service Requests CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Indefinite			Mag		Data is interrelated; GC §60201
Division Providing Service / Work	MNT-030	Work Orders / Service Requests - All Information Entered in CMMS Database (Paper drafts)	When No Longer Required		When No Longer Required			Mag Ppr		Preliminary drafts (the database is the original); GC §60201
Division Providing Service / Work	MNT-031	Work Orders / Service Requests - NOT entered in CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	Minimum 5 year		Minimum 5 years			Mag Ppr		District Preference; CCP §§338 et seq., 340 et seq., 342, GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
OPERATIONS / LABORATORY										
Operations / Water Resources	OP-001	Lab Reports & Chains of Custody: Groundwater	Minimum 5 years		Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; GC §60201 et seq.
Operations / Water Dist.	OP-002	Lab Reports & Chains of Custody: Potable Water Bacteriological and Organics	Minimum 5 years		Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Operations / Water Dist.	OP-003	Lab Reports & Chains of Custody: Potable Water Chemical (Includes Chlorine Residuals)	Minimum 10 years		Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64470
Operations / Water Dist.	OP-004	Lab Reports & Chains of Custody: Potable Water Lead & Copper	Minimum 12 years		Minimum 12 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Required for 12 years or 2 compliance cycles; 40 CFR 141.91
Operations / Water Dist.	OP-005	Lab Reports & Chains of Custody: Recycled Water	Minimum 5 years		Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Operations / Water Resources	OP-006	Lab Reports & Chains of Custody: Surface water	Minimum 5 years		Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; GC §60201 et seq.
SOLAR POWER										
Operations / Solar Power Generation	OP-007	Solar Power Production Operating Data Logs / Diaries	10 years		10 years		Mag, Ppr			Department Preference; GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
WASTEWATER COLLECTION										
Operations or Maint.	OP-008	Confined Space Entries / Hot Work Permits (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	2 years		2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1919.146(e)(6) GC §60201
Operations or Maint.	OP-009	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §60201 et. seq.
Operations / Wastewater	OP-010	Reclaimed Water / Recycled Water	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference (only 5 years is required for reclaimed water; no requirement for salt water); 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Operations or Maint.	OP-011	SCADA Alarm & Status Printouts / Charts	When No Longer Required		When No Longer Required		Mag, Ppr			Database is original, printouts are drafts / copies. Data is interrelated; system qualifies as a "trusted system"; GC §§60200, 12168.7
Operations or Maint.	OP-012	SCADA Database (Supervisory Control and Data Acquisition)	Indefinite		Indefinite	Yes	Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Operations / Wastewater	OP-013	Treatment Plant - Water Quality / Outfall Reports	P		P		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference (only 5 years is required); 40 CFR 141.33(a) and (b)(1); 22 CCR §64470

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
WATER DISTRIBUTION (DRINKING WATER / POTABLE WATER)									
Operations or Maint.	OP-014	Confined Space Entries / Hot Work Permits (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	2 years		2 years		Mag, Ppr		8 CCR 5157(d)(14) & (e)(6); 29 CFR 1919.146(e)(6) GC §60201
Operations / Water Dist.	OP-015	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints - Potable Water (Entered into CMMS)	5 years		5 years		Mag, Ppr		5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
Lead Dept.	OP-016	Daily Safety Checks / Pre-Starts / Commercial Vehicle Prestarts and Forklift Inspections	1 year		1 year		Mag, Ppr		Department preference; 13 CCR 1234(e); 49 CFR 396.11(c)(2); 49 CFR 396.21(b)(1); GC §60201
Lead Dept.	OP-017	Flow Meter Reading	5 years		5 years		Mag, Ppr		Department preference; GC §60201
Operations or Maint.	OP-018	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr		Department Preference; GC §60201 et. seq.
Operations or Maint.	OP-019	SCADA Alarm & Status Printouts / Charts	When No Longer Required		When No Longer Required		Mag, Ppr		Database is original, printouts are drafts / copies. Data is interrelated; system qualifies as a "trusted system"; GC §§60200, 12168.7
Operations or Maint.	OP-020	SCADA Database (Supervisory Control and Data Acquisition)	Indefinite		Indefinite	Yes	Mag, Ppr		Department preference; Data is interrelated; GC §§60201

RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Operations / Water Dist.	OP-021	Well Water Production Reports (to State DHS / DPH & DWR)	Life of Well		Life of Well		Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Department Preference; Meets California Department of Health requirements (3 years); GC §60201
Operations / Water Dist.	OP-022	Well Water Quality Reports	Life of Well		Life of Well		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470
Operations / Water Dist.	OP-023	Wells Depth to Water measurements, Sounding, Compiled Reports, etc.	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
(OFR)									
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
PERSONNEL SERVICES									
Personnel Services	PER-001	Affirmative Action Complaints - Department of Fair Employment & Housing (DFEH) or Equal Opportunity Commission (EEOC) / Harassment Claims	Separation + 10 years		Separation + 10 years			Mag, Ppr	Department preference (same as the Personnel File); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 2 CCR 11013(c); GC §§12946, 12960, 60201
Personnel Services	PER-002	Applications for Employment / Recruitment Files: Solicited (Not Hired) (Includes Applications (Unsuccessful), Advertisements, Interview Notes, Job Brochures, Test Data, Rating Sheets, Questions, Eligibility Lists, Reference Checks, etc.)	1 year After Hiring Decision	3 years	4 years After Hiring Decision			Mag, Ppr	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14; 2 CCR 11013(c); GC §§12946, 12960, 60201
Personnel Services	PER-003	Cal-OSHA Log 200, 300, 300A, 301, etc.	5 years		5 years			Mag, Ppr	Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; ; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §60201 et seq.; LC §6429c
Personnel Services	PER-004	Classification and Compensation Studies / Surveys / Salary Surveys	When No Longer Required		When No Longer Required			Mag, Ppr	Department Preference; GC §60201
Personnel Services	PER-004.1	COVID-19 Notifications to Employees	3 years		3 years			Mag, Ppr	LC §6409.6(k), GC §34090

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition					Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options		Image: I=Import M=Mfr S=Scan
(OFR)									
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
Personnel Services	PER-005	District Benefit Contracts & Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	Plan Termination + 1 year	1 year	Plan Termination + 2 years		Mag, Ppr		EEOC / ADEA (Age) requires 1 year after benefit plan termination; State Law requires 2 years after action; 9 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §60201
Personnel Services	PER-006	DMV Pull Notices	When Superseded, or Upon Separation		When Superseded, or Upon Separation		Mag, Ppr		Department Preference; GC §§60201, 60201 et seq.
Personnel Services	PER-007	Drug and Alcohol Testing / D.O.T files (ALL Files - Random, Post-Accident & Reasonable Suspicion Tests, refusals, annual summaries, etc.)	5 years		5 years		Mag, Ppr		Department preference; D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 229 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 60201, 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Personnel Services	PER-008	General Manager Contract	Completion	10 years	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Also see Grants. Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §§336(a), 337 et. seq., GC §60201

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Personnel Services	PER-009	Grievances	Separation + 1 year	5 years	Separation + 6 years		Mag, Ppr			Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 229 CFR 1602.31 & 1627.3(b)(1);, GC §§12946, 12960, 60201; 29 USC 1113, LC 1174
Personnel Services	PER-010	I-9s	Separation + 3 years		Separation + 3 years		Mag Ppr			Non-citizens must re-certify periodically; Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 60201
Personnel Services	PER-011	Illness and Injury Prevention Program	Minimum of Superseded + 2 years		Minimum of Superseded + 2 years		Mag, Ppr			Consistent with District-wide standards; GC §60201
Personnel Services	PER-012	Job Descriptions	Superseded + 1 years	2 years	Superseded + 3 years	Yes: Before Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Personnel Services	PER-013	Personnel Files - Medical File (Includes pre-employment physicals, hazmat exposure records, pulmonary tests, Class B medicals, medical leaves, Respiratory Fit Tests, etc.)	Separation + 1 year	29 years, years; OR Termination of Benefits + 5 years (whichever is longer)	Separation + 30 years, years; OR Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144; 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Personnel Services	PER-014	Personnel Files - Official Personnel file (Includes Application, Awards, Backgrounds, Employee Action Forms, DMV Reports, Disciplinary Actions, Certifications, Commendations, Evaluations, Grievances, Licenses, Oath of Office, Policy acknowledgements, Supplemental Life Insurance, etc. - Excludes Medical Records)	Separation + 1 year	9 years	Separation + 10 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.14, 1602.31 & 1627.3(b)(1); GC §§12946, 12960, 60201; 29 USC 1113; GC §3105
Personnel Services	PER-015	Training Database (Tracks what employees have received what training)	Indefinite		Indefinite		Mag, Ppr			Data Fields / Records are interrelated; GC §60201
Personnel Services	PER-016	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	Minimum 5 years		Minimum 5 years		Mag, Ppr			Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b); 53237.2(b)

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Personnel Services	PER-017	Worker's Compensation Claims Files	Close	Separation + 30 years or Termination of Benefits + 5 years, whichever is longer	Separation + 30 years or Termination of Benefits + 5 years, whichever is longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR 10102; 8 CCR 5144; 8 CCR 15400.2, 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020, GC §§12946, 12960, 60201. CCP §337 et seq.
RISK MANAGEMENT										
Personnel Services	PER-018	Claims	Final Resolution	5 years	Final Resolution + 5 years	Yes: Until Resolution	Mag, Ppr			Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945.6, 60201(d)(4)
Personnel Services	PER-019	Insurance Policies - ALL	Expiration + 2 years	P	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945.6, 60201(d)(4)

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
SAFETY										
Personnel Services / Safety	PER-020	Cal-OSHA Inspections & Citations	5 years		5 years			Mag, Ppr		Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c
Personnel Services / Safety	PER-021	Respirator Inventory & Maintenance	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Personnel Services / Safety	PER-022	Respiratory Fit Tests for Employee Masks	Separation + 1 year	29 years	Separation + 30 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201
Personnel Services / Safety	PER-023	Permits: Hazardous Materials Storage, other regulatory permits	Expiration + 3 years		Expiration + 3 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department Preference; GC §60201
Personnel Services / Safety	PER-024	Business Plans / Hazardous Materials Inventory / Disclosures (for Local Fire Authorities / Districts)	5 years		5 years			Mag, Ppr		Department Preference (this is performed annually); GC §60201
Maint. & Personnel Services / Safety	PER-025	Hazardous Waste Manifests / Disposal	5 years	P	P	Yes: Before Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC'd	Department preference (District has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §60201

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC & OD'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Personnel Services / Safety	PER-026	MSDS / SDS Masters (Material Safety Data Sheets / Safety Data Sheets) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	Superseded + 2 years	28 years	Superseded + 30 years			Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 910.1020(d)(1)(ii)(B), GC §60201
Maint. & Personnel Services / Safety	PER-027	Asbestos Disposal - Chain of Custody	2 years	P	P			Mag, Mfr, OD, Ppr	S/I	Yes: After QC'd	Department Preference; GC §60201
Personnel Services / Safety	PER-028	Emergency Exercises / Drills / After Action Reports	When No Longer Required		When No Longer Required	Yes: Until Superseded		Mag, Ppr			Department Preference; GC §60201
Personnel Services / Safety	PER-029	Industrial Hygiene Surveys / Sampling Plan, Data	5 years		5 years			Mag, Ppr			Department Preference (actuary wants 10 years of data); GC §60201 et seq.
Personnel Services / Safety	PER-030	Safety Committee / Safety Steering Committee	5 years		5 years			Mag, Ppr			Department preference; 8 CCR §3203 et seq.; GC §60201 et seq.
Personnel Services / Safety	PER-031	Safety Inspections	5 years		5 years			Mag, Ppr			Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c

RECORDS RETENTION SCHEDULE: PERSONNEL SERVICES

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC & OD'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Personnel Services / Safety	PER-032	Training Database (Tracks what employees have received what training)	Indefinite		Indefinite			Mag, Ppr		Data Fields / Records are interrelated; GC §60201
Personnel Services / Safety	PER-033	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES	2 years	3 years	5 years			Mag, Ppr		Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b)

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
REGULATORY SUPPORT									
Regulatory Support	RS-001	Air Quality Monitoring / Compliance Reporting	5 years		5 years		Mag, Ppr		Department Preference; 40 CFR 70.6; GC §60201
Regulatory Support	RS-002	CEQA / NEPA Documents: Prepared by others for NON-District Projects (District comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	When No Longer Required		When No Longer Required		Ppr		Non-records; GC §60200
Regulatory Support	RS-003	CEQA / NEPA Documents: Prepared for District Purposes (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	2 years	P	P	Yes: Until Project Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Usually filed in Project File; GC §60201

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Regulatory Support	RS-002.1	CEQA / NEPA Documents: Prepared for District Purposes (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc) Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project submitted to, or transferred from the agency, and all internal agency communications, including staff notes related to a non-exempt CEQA action	Completion + 180 days		Completion + 180 days			Mag, Ppr		Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §60201
Regulatory Support	RS-005	Classes, Sign-in Sheets	2 years		2 years			Mag, Ppr		Department preference; GC §60201
Regulatory Support	RS-005.1	Consumer Confidence Reports / Annual Water Quality Reports	P		P			Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD Department preference; State law requires 12 years, federal 10 years; 40 CFR 141.33(a); 22 CCR 64470; 22 CCR §64483; GC §60201
Lead Dept.	RS-006	Correspondence with Regulatory Agencies	When No Longer Required - Minimum 10 years		When No Longer Required - Minimum 10 years	Yes: While Active Issues		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Regulatory Support	RS-007	FOG (Fats, Oil & Grease) / Source Control / Pretreatment Reports / Maintenance / Line Cleaning	3 years		3 years			Mag, Ppr		Department preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201
Regulatory Support	RS-008	FOG (Fats, Oil & Grease) FSE - Food Service Establishment Inspections Sheets	Superseded		Superseded			Mag, Ppr		Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Regulatory Support	RS-009	FOG (Fats, Oil & Grease) Permits	Superseded + 3 years		Superseded 3 years			Mag, Ppr		Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Regulatory Support	RS-010	NPDES Permits & Monitoring Reports	Minimum Expiration + 3 years		Minimum Expiration + 3 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department Preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Regulatory Support	RS-014	Permits: DPH, Forest Service, etc.	Minimum Expiration + 2 years		Minimum Expiration + 2 years	Yes		Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; GC §60201
Regulatory Support	RS-011	Plans: IRWMP (Integrated Regional Water Management Plan), etc.	10 years		10 years			Mag, Mfr, OD, Ppr	S	Yes: After QC Department preference; GC §60201
Regulatory Support	RS-012	Sanitary Surveys of Drinking Water Systems (Open Sources of Water - Lake, Open Reservoirs, Dams, etc)	10 years		10 years			Mag		22 CCR §64470; 40 CFR 141.33©

RECORDS RETENTION SCHEDULE: REGULATORY SUPPORT

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Regulatory Support	RS-004	Stakeholder Meetings	When No Longer Required		When No Longer Required		Mag, Ppr			District preference; GC §60201
Regulatory Support	RS-013	Vulnerability Assessment / Emergency Response Plan / Risk & Resiliency Assessment / Hazard Mitigation Plan	When Superseded - Minimum 2 years		When Superseded Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Confidential; 42 USC 300i-2(d); GC §60201
Regulatory Support	RS-015	Water Diversion Permits	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201
Regulatory Support	RS-016	Water Rights	P		P	Yes	Mag, Mfr, OD, Ppr	S	No	Department preference; GC §60201
Regulatory Support	RS-017	Water Supply Permits / Water Supply Reports	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; GC §60201

AGENDA ITEM

Subject: Discuss and Provide Direction to Staff Regarding Draft Proposal to Reallocate Property Tax for Snowcreek VIII Annexed Parcels

1. Approve Proposed Formula for Calculating Share of Property Tax Revenue to be Allocated to MCWD
2. Direct Staff to Bring Proposal to Mono County Board of Supervisors for Possible Approval

Information Provided By: Garrett Higerd, District Engineer

Background

See background and an abbreviated timeline of work on this matter in the attached draft Proposal to Reallocate Property Tax for Snowcreek VIII Annexed Parcels.

Discussion

District staff have continued to work with Mono County's Local Agency Formation Commission (LAFCO) staff and Mono County staff on property tax allocation/sharing for the three Tax Rate Areas (TRAs) impacted by the Snowcreek VIII annexation. Staff has prepared the attached draft reallocation proposal for consideration.

Financial Impact

MCWD receives a portion of property tax revenue for all current parcels in the District's service area, except the three Tax Rate Areas in question. Property tax revenue supplements water and wastewater rate revenue and supports ongoing operations, maintenance and repair of infrastructure, and capital improvement projects. The District's rate studies incorporate property tax revenue in the calculation of revenue required from the monthly rates to meet the total revenue needs of the District. Without the property tax revenue, the established water and wastewater rates are insufficient to cover the cost of operations and capital improvement projects.

The potential future property tax revenue depends on what is built, when it is built, and the market conditions existing at that time. For context, MCWD receives approximately 16% of property tax revenue for all other tax areas in the District's service area (or \$160,000 in revenue for \$100,000,000 in assessed value).

Requested Action

Discuss and approve the draft proposal and provide direction to staff to request the Mono County Board of Supervisors consider it at a future meeting.

Proposal

MCWD Proposal to Reallocate Property Tax for Snowcreek VIII Annexed Parcels (updated 2/16/2023)

Background on the annexation of parcels into MCWD service area

In June 2017, the MCWD Board adopted a resolution to request Mono County LAFCO begin proceedings to annex two parcels of 10 and 84 acres into the District's service area. The parcels are adjacent to the existing 9-hole golf course and residential developments of Snowcreek V and are expected to be developed according to the Snowcreek VIII, Snowcreek Master Plan Update – 2007 (Final EIR Addition 2009). The plan calls for additional residential development, hotel and commercial development, and the expansion of the existing golf course. The annexation into the MCWD service area was a condition of approval for the Snowcreek VIII tentative tract map.

In February 2018, Mono County LAFCO approved the annexation of the two parcels into the MCWD service area. LAFCO is the agency responsible for the efficient extension of Government Services, scope of area and impacts on a community and or county. During this process LAFCO would normally follow specific steps engaging all affected agencies making sure that such an addition to an area of service makes sense, serves the greater community good and that agencies have met and agreed upon how new services will be funded. The LAFCO executive Director stated that at the time of the annexation there was an assumption by all involved that the reallocation of property tax was automatically adjusted upon LAFCO's approval of the annexation into the MCWD service area.

In March 2018, the California Board of Equalization (BOE) approved the MCWD annexation. However, following this approval MCWD became aware that property tax reallocation was not automatic with LAFCO approval and required a separate process with the agencies receiving a portion of property tax on the parent parcels. In November 2020, following discussions between MCWD and LAFCO staff, the Mono County Department of Finance mailed a letter to the local agencies receiving a portion of property tax for the annexed parcels requesting that they work on a property tax sharing agreement.

At the time of annexation, the two parcels were contained within Tax Rate Areas (TRA) 010-000 and 010-002. Following the annexation, the BOE assigned the annexed area as TRAs 010-014 and 010-015. There are now three TRAs within the area to which MCWD will provide service but currently does not receive a portion of the property tax revenue: 010-011, 010-014, and 010-015. See the Snowcreek VIII Tax Rate Area Overlay Map for reference. TRA 010-011 was annexed in 1983 and is contiguous undeveloped land that will be developed as part of Snowcreek VIII.

MCWD and Mono County both provide essential services to the residents and visitors of Mammoth Lakes using revenues from a variety of sources. Property taxes are a critical funding source for both agencies and both agencies' services, budgets, financial reserves, connection fees, and rates have been structured based on a relatively stable share of property tax across the various Tax Rate Areas that comprise the MCWD service area. The tax sharing across the Tax Rate Areas within the MCWD service area generally allocates approximately 33% to Mono County, approximately 16% to MCWD and the remainder goes to other special districts serving the community. For the three Tax Rate Areas related to the annexed parcels, Mono County receives a significantly larger tax apportionment as compared to other Tax Rate Areas and MCWD currently receives no property tax.

Here is an abbreviated timeline of work on this matter in the last year:

- March 30, 2022 – District staff met with Mono County staff to review the status of the allocation of property tax revenues and to understand the positions of MCWD and the County.
- May 13, 2022 – A follow-up meeting was held to continue the discussion and work towards an appropriate allocation of property tax. In that meeting items were identified that are needed to inform further discussion and consideration of this proposal by the Mono County Board of Supervisors.
- July 28, 2022 – MCWD provided an updated proposed solution with supplemental information:
 - A review of Snowcreek VIII Entitlement Documents and Analysis of Development Potential. See the document and maps attached for reference.
 - An update from Chuck Lande, Snowcreek developer, regarding his current development plans, which includes 611 condos, 150 hotel rooms, retail, and the new golf course (or other recreational amenities).
 - A review of Areas Encumbered by Open Space Requirements. Approximately 86.8 acres of the “Tax Not-Shared” area is encumbered by open space restrictions. Allowable uses include golf courses and other recreational amenities. Golf courses are an extremely water-intensive use, and the Snowcreek VIII master plan includes a 9-hole championship golf course with an additional practice hole. The highest water demand occurs in the summer when the community’s water supply is most stressed, compounding the impact.
 - An Excel spreadsheet for use in estimating the proposed value of Tax Revenue that would be shared. With value ranges to be filled in with data from the County Assessor.
- September 7, 2022 – MCWD added proposed condo square footage estimates from the Snowcreek developer to the spreadsheets. See the document and maps attached for reference.
- October 27, 2022 – Mono County Assessor declined to provide property value range estimates and a private appraiser could not be identified who was willing to provide a range either. At the County’s request, MCWD asked the developer for a development “pro forma” or other estimate of proposed value but has not received a response.
- January 13, 2023 – MCWD staff prepared a table of recent sales at Snowcreek V (a similar condo /townhome development) between April and November, 2022. The Excel spreadsheet has been updated with the low and high prices to develop a range of potential values. The resort hotel, non-residential, and new golf course values are very rough and should be updated with comparable sales data. MCWD does not readily have access to this kind of data and requests input from the County Assessor, the developer, or an outside appraiser if additional detail is requested. See the document and maps attached for reference.
- January 27, 2023 – MCWD staff met with MLFD staff to discuss issues related to TRAs 010-011 and 010-013. MLFD provides essential services to these TRAs but Long Valley Fire is currently receiving MLFD’s property tax share. MLFD is requesting an administrative correction.

MCWD Proposes the Following Solution

MCWD understands that CA Property & Tax Code 99.02 governs any transfer of property tax revenues between local agencies and that it requires each local agency affected by the transfer to hold a public hearing, make findings and approve the transfer. MCWD also recognizes that transfers cannot reduce property tax revenues to school entities. Given the administrative and political difficulties of getting all the agencies with a share of property taxes to agree to transfer a portion of tax revenues to MCWD, MCWD would like to propose a solution that would maintain the County's average share of property tax revenue and allow MCWD to receive a portion, albeit reduced compared to the average across the MCWD service area, of the property tax revenue to provide essential water and sewer services to the development.

MCWD requests that the County receive approximately 33% of the tax revenue (or the average received throughout the MCWD service area) for the annexed parcels and transfer the remainder to MCWD. Please see the updated Excel spreadsheet and supporting maps attached. This proposal would provide MCWD a share of the property tax revenue from TRAs 010-011, 010-014, and 010-015 for essential services.

The MCWD Board of Directors respectfully request a continued dialogue on this proposal and, sometime soon, an opportunity to present this request to the Board of Supervisors.

Review of Snowcreek VIII Entitlement Documents and Analysis of Development Potential

- See excerpt from page II-1 of the Snowcreek VIII Final EIR Addition dated May 2009:

B. OVERVIEW OF THE ORIGINAL PROJECT

The Original Project consists of adoption by the Town of the Snowcreek VIII, Snowcreek Master Plan Update - 2007 (2007 Master Plan) to revise the Updated Master Plan for Snowcreek at Mammoth (1981 Master Plan), which was an update of the original Snowcreek Master Plan (1974 Master Plan). The 2007 Master Plan addresses proposed build-out of the remaining Snowcreek Master Plan area (i.e., Snowcreek VIII) and is intended to fulfill the vision of the previously approved master plans. The Original Project, as illustrated in Figure II-1, Illustrated Conceptual Plan of the Original Project, proposes the development of 850 residential dwelling units, 400 Hotel rooms/suites,¹ and up to 75,000 square feet for non-residential uses on a total of approximately 237 acres. The following provides a brief account of these components:

- **Residential:** The residential component could include a mix of residential uses from condominium units, single family dwellings, stacked flats and townhomes that will vary in size from 650 square feet (minimum) to 3,500 square feet (maximum). A Residents' Club with a snack bar, pool, spa and grill would accompany this component.
- **Resort Hotel:** The resort component would include 400 guest suites that will be part hotel, part Private Residence Club (PRC)/suite units or the like. The resort will also include retail space, a lounge, a fitness area, a pool, a spa/wellness center, and an ice skating pond.
- **Recreation:** While recreational amenities are incorporated throughout the Project, additional stand-alone recreational components will include a Golf Clubhouse, an expanded golf course and attendant facilities, and the Outfitters' Cabin. The existing privately owned publicly accessible nine-hole golf course on the north and west portions of the Project site will be expanded to

¹ Hotel would accommodate 250 guest rooms/suites (125 dwelling units) and 150 Private Residence Club (PRC) suites (75 dwelling units); total 400 rooms/suites. Under Town Municipal Code 17.28.240.G, a hotel room/suite or private residence room equals ½ of a unit, thus the 400 Hotel rooms/suites equates to 200 dwelling units.

- See excerpt from page II-2:

Town of Mammoth Lakes *May 2009*

include nine additional holes on the east and south edges of the Project site, thus creating a privately owned publicly accessible 18-hole golf course.

- **Retail:** In addition to the retail space provided at the resort, a stand-alone Market/General Store will be incorporated into the Project. The Market/General Store will serve the “Old Mammoth” portion of the Town with food, deli, drinks, and sundries. The Market/General Store draws inspiration from the historic Lutz Market during the early settlement days of Mammoth Camp.
- **Public Amenities:** In addition to public amenities provided in the expanded and enhanced golf course facilities, the Project will include amenities to enhance public recreational opportunities and support economic stability. These amenities will include a Natural Resources and Historic Interpretive Center an Outfitters’ Cabin, and the provision of Resort Hotel rooms/suites, restaurants, retail, and conference facilities.

- See excerpt from page II-7:

Town of Mammoth Lakes *May 2009*

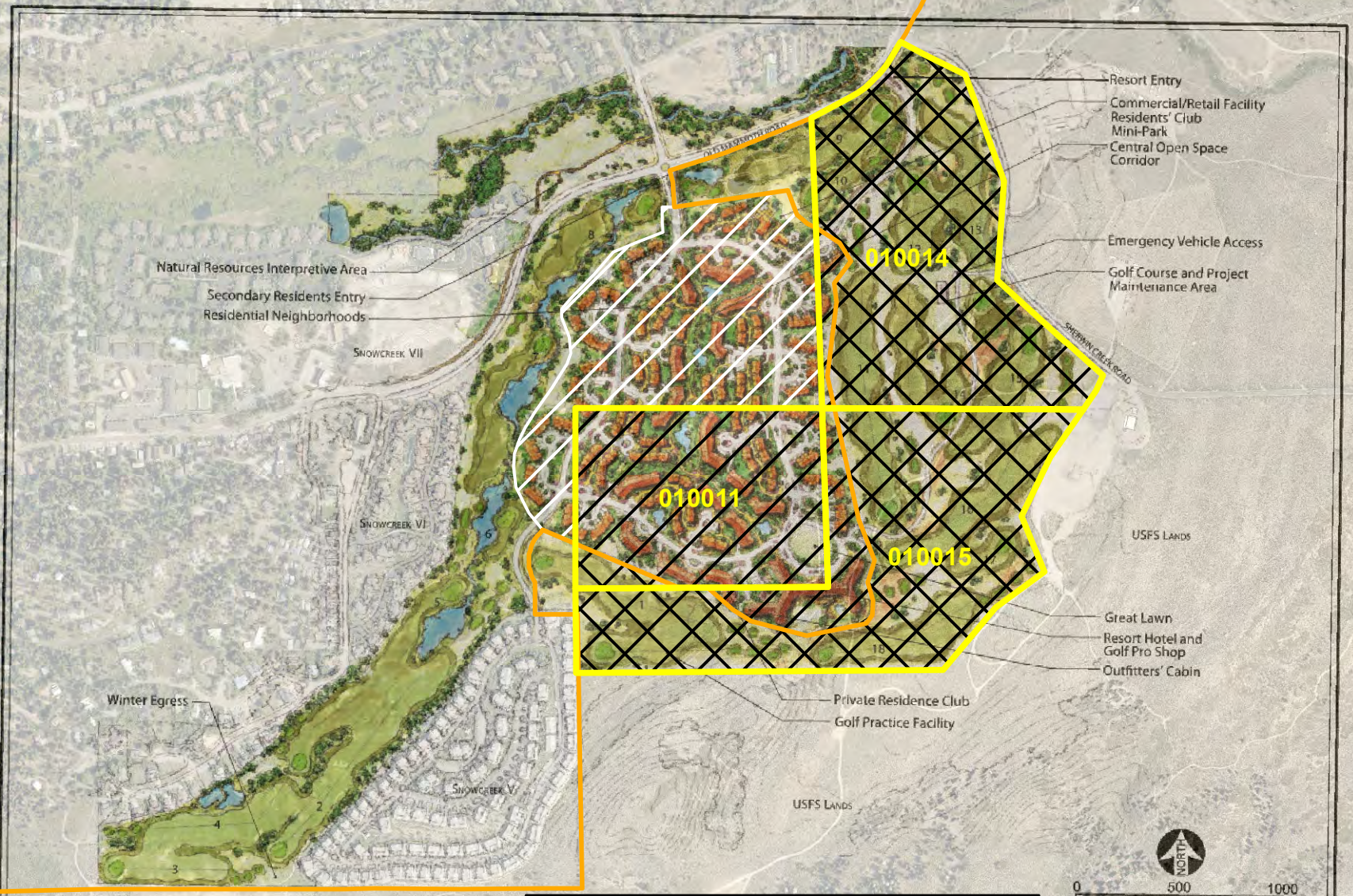
Revised Dwelling Unit Count

The number of residential dwelling units in the Revised Project Features has been reduced by 60 dwelling units for a total of 790 dwelling units which includes with the 80 affordable housing units. The number of Resort Hotel dwelling units (200) would remain the same in the Revised Project Features. Accordingly, combining both the residential dwelling unit equivalents, the Resort Hotel Rooms/Suites² and the Private Residence Club dwelling units, the Project is reduced from 1,050 to 990 total dwelling units or dwelling unit equivalents (“dwelling units”).

Housing density for the Project site was calculated by dividing the total number of dwelling units by the total number of acres in the Project. The Revised Project Features include 990 dwelling units (790 condominiums and townhome units combined with 200 Resort Hotel dwelling units) developed over 143 acres. This acreage does not include the 94 acres acquired in the United State Forest Service Land Exchange previously discussed. Overall housing density for the Revised Project Features would be approximately 6.92 dwelling units/acre (990 dwelling units/143 acres) as opposed to 7.34 dwelling units/acre (1,050 dwelling units/143 acres). The Revised Project Features combined the existing/entitled residential development results in an overall Snowcreek Master Plan density of approximately 6.19 dwelling units/acre (2,135 dwelling units/345 acres).

- See the Snowcreek VIII 2007 Master Plan Tax Rate Area Overlay Map to see how the entitled development overlaps with the Tax Rate Areas for the annexed parcels.

Snowcreek VIII 2007 Master Plan Tax Rate Area Overlay Map



Source: Scheurer Architects, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

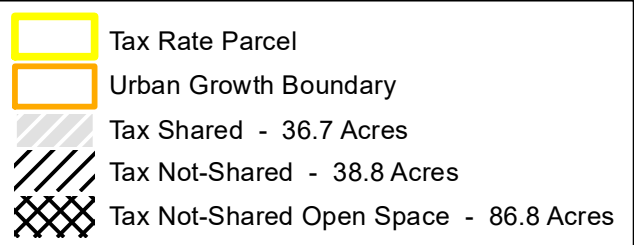
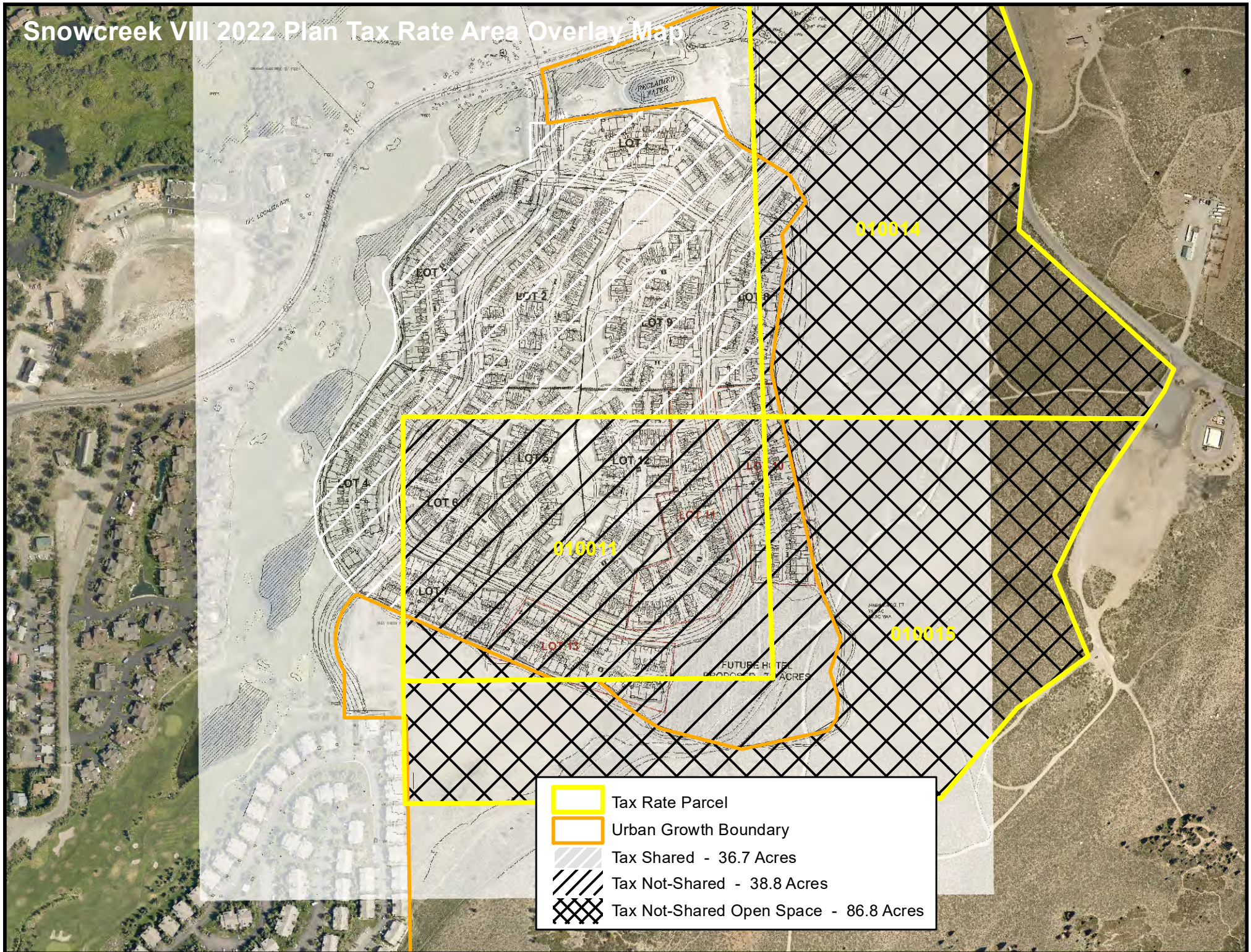


Figure II-2
Illustrated Conceptual Plan of the
Revised Project Features

Snowcreek VIII 2022 Plan Tax Rate Area Overlay Map



Proposed Residential Development (from Developer)

SNOWCREEK VIII SITE		01-06-22
Gross Acres	76.6 AC	
Proposed Hotel	7.2 AC	
Rec/Amenity/Open Space	15.19 AC	
Net Acres	54.2 AC	
Total no. of Units	611	
Gross Density Units per Acre	7.98 DU/AC	
Net Density Units per Acre	11.27 DU/AC	

PRODUCT MIX Lot 1

PRODUCT		UNIT SIZE (SF)	NO. OF UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		16	46%
D	2 Story Towns		19	54%
TOTAL			35	

PRODUCT MIX Lot 2

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		36	49%
B	3 Story Towns		38	51%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			74	

PRODUCT MIX Lot 3

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		32	63%
D	2 Story Towns		19	37%
TOTAL			51	

PRODUCT MIX Lot 4

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		22	50%
D	2 Story Towns		22	50%
TOTAL			44	

PRODUCT MIX Lot 5

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		24	46%
B	3 Story Towns		28	54%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			52	

PRODUCT MIX Lot 6

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		18	53%
B	3 Story Towns		16	47%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			34	

PRODUCT MIX Lot 7

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		14	52%
D	2 Story Towns		13	48%
TOTAL			27	

Proposed Residential Development (from Developer)

PRODUCT MIX Lot 8

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		18	50%
D	2 Story Towns		18	50%
TOTAL			36	

PRODUCT MIX Lot 9

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		33	54%
B	3 Story Towns		28	46%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			61	

PRODUCT MIX Lot 10

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		22	50%
D	2 Story Towns		22	50%
TOTAL			44	

PRODUCT MIX Lot 11

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		30	52%
B	3 Story Towns		28	48%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			58	

PRODUCT MIX Lot 12

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		30	50%
B	3 Story Towns		30	50%
C	2 Story Flats/Towns		0	0%
D	2 Story Towns		0	0%
TOTAL			60	

PRODUCT MIX Lot 13

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		0	0%
B	3 Story Towns		0	0%
C	2 Story Flats/Towns		16	46%
D	2 Story Towns		19	54%
TOTAL			35	

PRODUCT MIX Lot Totals

PRODUCT		(SF)	UNITS	% OF TOTAL
A	3 Story Towns		171	28%
B	3 Story Towns		168	27%
C	2 Story Flats/Towns		140	23%
D	2 Story Towns		132	22%
TOTAL			611	

Estimated Value Ranges

Snowcreek V Townhomes

Address	Date of sale	Sale Price	Sq. ft.	\$/Sq.ft.	Notes
779 Fairway Cir.	11/23/2022	\$ 980,000	1,395	\$ 703	From Zillow
902 Links Way	11/7/2022	\$ 950,000	1,474	\$ 645	
704 Firway Cir.	10/21/2022	\$ 1,470,000	2,261	\$ 650	
800 Fairway Cir.	9/26/2022	\$ 990,000	1,395	\$ 710	
1182 Pyramid Pk.	9/26/2022	\$ 1,850,000	2,762	\$ 670	
1167 Pyramid Pk.	9/19/2022	\$ 1,480,000	2,427	\$ 610	
780 Fairway Cir	8/24/2022	\$ 950,000	1,399	\$ 679	
927 Links Way	7/11/2022	\$ 1,100,000	1,457	\$ 755	
977 Fairway Cir.	7/6/2022	\$ 982,000	1,395	\$ 704	
1121 Pyramid Pk.	6/22/2022	\$ 1,050,000	1,867	\$ 562 Low	
864 Links Way	6/1/2022	\$ 975,000	1,474	\$ 661	
942 Links Way	5/27/2022	\$ 1,050,000	1,556	\$ 675	
976 Fairway Cir	5/16/2022	\$ 1,100,000	1,457	\$ 755	
732 Fairway Cir	4/21/2022	\$ 1,620,000	1,987	\$ 815 High	
				\$ 685 Average	
				\$ 677 Median	

Resort Hotel

	Value per Key	Sq. ft.	\$/Sq.ft.		
	\$ 175,000	927	\$ 189	Low	Rough Estimate
	\$ 225,000	927	\$ 243	High	

Non-residential

	Value	Sq. ft.	\$/Sq.ft.		
	\$ 189	1	\$ 189	Low	Rough Estimate
	\$ 243	1	\$ 243	High	

Golf Course

	Value per Acre	Acre	\$/Acre		
	\$ 200,000	1	\$ 200,000	Low	Rough Estimate
	\$ 300,000	1	\$ 300,000	High	

Snowcreek VIII - Estimated Product Sizes and Unit Value Range

Product	Average Size (Note 2)	Units	Estimated Unit Value Range	
			Bottom	Top
A (3-story townhomes)	2,060	Square Feet	\$562	\$815
B (3-story townhomes)	2,277	Square Feet		
C (2-story flats/townhomes)	2,108	Square Feet		
D (2-story townhomes)	2,489	Square Feet		
Resort Hotel (Note 4)	927	Gross Square Feet Per Room	\$189	\$243
Non-Residential	1	Square Feet	\$189	\$243
New Golf Course	1	Acres	\$200,000	\$300,000

Snowcreek VIII - Estimate of Potential Tax Roll Values in TRA 010-011

Approximate Tax Rate

1.10%

Average Tax Roll Allocation (Note 6)	
Mono County	MCWD
33.0%	16.0%

Lot	Product (Note 2)	Estimated Quantity (Note 3)	Units	Estimated Size (sq ft or acres)	Estimated Tax Roll Value Range		Estimated Property Tax Range		Current Allocation		Proposed Allocation		Range of Proposed Mono County Allocation		Range of Proposed MCWD Allocation	
					Bottom	Top	Bottom	Top	Mono County (Note 5)	MCWD	Mono County (Note 6)	MCWD	Bottom	Top	Bottom	Top
5	A (3-story townhomes)	16	Dwelling Units	32,955	\$18,533,690	\$26,867,921	\$203,871	\$295,547	45.66%	0.00%	33.00%	12.66%	\$67,277	\$97,531	\$25,814	\$37,422
5	B (3-story townhomes)	20	Dwelling Units	45,547	\$25,615,426	\$37,134,172	\$281,770	\$408,476	45.66%	0.00%	33.00%	12.66%	\$92,984	\$134,797	\$35,678	\$51,721
6	A (3-story townhomes)	18	Dwelling Units	37,074	\$20,850,402	\$30,226,412	\$229,354	\$332,491	45.66%	0.00%	33.00%	12.66%	\$75,687	\$109,722	\$29,041	\$42,100
6	B (3-story townhomes)	16	Dwelling Units	36,437	\$20,492,341	\$29,707,338	\$225,416	\$326,781	45.66%	0.00%	33.00%	12.66%	\$74,387	\$107,838	\$28,542	\$41,377
7	C (2-story flats/townhomes)	10	Dwelling Units	21,077	\$11,853,508	\$17,183,795	\$130,389	\$189,022	45.66%	0.00%	33.00%	12.66%	\$43,028	\$62,377	\$16,510	\$23,934
7	D (2-story townhomes)	13	Dwelling Units	32,353	\$18,195,126	\$26,377,111	\$200,146	\$290,148	45.66%	0.00%	33.00%	12.66%	\$66,048	\$95,749	\$25,343	\$36,739
10	C (2-story flats/townhomes)	7	Dwelling Units	14,754	\$8,297,456	\$12,028,656	\$91,272	\$132,315	45.66%	0.00%	33.00%	12.66%	\$30,120	\$43,664	\$11,557	\$16,754
10	D (2-story townhomes)	7	Dwelling Units	17,421	\$9,797,375	\$14,203,060	\$107,771	\$156,234	45.66%	0.00%	33.00%	12.66%	\$35,564	\$51,557	\$13,646	\$19,782
11	A (3-story townhomes)	30	Dwelling Units	61,790	\$34,750,670	\$50,377,353	\$382,257	\$554,151	45.66%	0.00%	33.00%	12.66%	\$126,145	\$182,870	\$48,401	\$70,167
11	B (3-story townhomes)	28	Dwelling Units	63,765	\$35,861,596	\$51,987,841	\$394,478	\$571,866	45.66%	0.00%	33.00%	12.66%	\$130,178	\$188,716	\$49,949	\$72,410
12	A (3-story townhomes)	25	Dwelling Units	51,492	\$28,958,891	\$41,981,127	\$318,548	\$461,792	45.66%	0.00%	33.00%	12.66%	\$105,121	\$152,391	\$40,335	\$58,472
12	B (3-story townhomes)	25	Dwelling Units	56,933	\$32,019,282	\$46,417,715	\$352,212	\$510,595	45.66%	0.00%	33.00%	12.66%	\$116,230	\$168,496	\$44,597	\$64,652
13	C (2-story flats/townhomes)	16	Dwelling Units	33,723	\$18,965,613	\$27,494,071	\$208,622	\$302,435	45.66%	0.00%	33.00%	12.66%	\$68,845	\$99,803	\$26,416	\$38,294
13	D (2-story townhomes)	13	Dwelling Units	32,353	\$18,195,126	\$26,377,111	\$200,146	\$290,148	45.66%	0.00%	33.00%	12.66%	\$66,048	\$95,749	\$25,343	\$36,739
	Resort Hotel (Note 4)	45	Guest Rooms	41,723	\$7,875,000	\$10,125,000	\$86,625	\$111,375	45.66%	0.00%	33.00%	12.66%	\$28,586	\$36,754	\$10,968	\$14,102
	Non-Residential	25,000	Square Feet	25,000	\$4,725,000	\$6,075,000	\$51,975	\$66,825	45.66%	0.00%	33.00%	12.66%	\$17,152	\$22,052	\$6,581	\$8,461
	New Golf Course	3	Acres	3	\$694,400	\$1,041,600	\$7,638	\$11,458	45.66%	0.00%	33.00%	12.66%	\$2,521	\$3,781	\$967	\$1,451
Total=				604,398	\$315,680,902	\$455,605,284	\$3,472,490	\$5,011,658					\$1,145,922	\$1,653,847	\$439,687	\$634,576

Notes:

- Prices from Zillow for Snowcreek V condos between 4/21/22 and 11/23/22. See referenced sheet.
- From Developer/Consultant Correspondence (See 2022 Pproposed Development Plan)
- From Snowcreek VIII 2022 Plan Tax Rate Area Overlay Map.
- Resort Hotel Gross Square Footage is based on the Limelight Hotel - 151 hotel rooms and 15 condos with a total of 181,726 square feet of conditioned space.
- From Mono County 2022-23 Increment Allocation by TRA spreadsheet.
- This is the approximate average allocations across TRAs within MCWD service boundaries.

Snowcreek VIII - Estimate of Potential Tax Roll Values in TRA 010-014

Approximate Tax Rate

1.10%

Average Tax Roll Allocation (Note 6)	
Mono County	MCWD
33.0%	16.0%

Lot	Product (Note 2)	Estimated Quantity (Note 3)	Units	Estimated Size (sq ft or acres)	Estimated Tax Roll Value Range		Estimated Property Tax Range		Current Allocation		Proposed Allocation		Range of Proposed Mono County Allocation		Range of Proposed MCWD Allocation	
					Bottom	Top	Bottom	Top	Mono County (Note 5)	MCWD	Mono County (Note 6)	MCWD	Bottom	Top	Bottom	Top
8	C (2-story flats/townhomes)	9	Dwelling Unit	18,969	\$10,668,157	\$15,465,415	\$117,350	\$170,120	41.29%	0.00%	33.00%	8.29%	\$38,725	\$56,139	\$9,728	\$14,103
8	D (2-story townhomes)	9	Dwelling Unit	22,398	\$12,596,626	\$18,261,077	\$138,563	\$200,872	41.29%	0.00%	33.00%	8.29%	\$45,726	\$66,288	\$11,487	\$16,652
10	C (2-story flats/townhomes)	1	Dwelling Unit	2,108	\$1,185,351	\$1,718,379	\$13,039	\$18,902	41.29%	0.00%	33.00%	8.29%	\$4,303	\$6,238	\$1,081	\$1,567
10	D (2-story townhomes)	1	Dwelling Unit	2,489	\$1,399,625	\$2,029,009	\$15,396	\$22,319	41.29%	0.00%	33.00%	8.29%	\$5,081	\$7,365	\$1,276	\$1,850
	Resort Hotel (Note 4)	0	Guest Room	0	\$0	\$0	\$0	\$0	41.29%	0.00%	33.00%	8.29%	\$0	\$0	\$0	\$0
	Non-Residential	0	Square Foot	0	\$0	\$0	\$0	\$0	41.29%	0.00%	33.00%	8.29%	\$0	\$0	\$0	\$0
	New Golf Course	43	Acre	43	\$8,680,000	\$13,020,000	\$95,480	\$143,220	41.29%	0.00%	33.00%	8.29%	\$31,508	\$47,263	\$7,915	\$11,873
Total=					\$34,529,759	\$50,493,880	\$379,827	\$555,433					\$125,343	\$183,293	\$31,488	\$46,045

Notes:

- Prices from Zillow for Snowcreek V condos between 4/21/22 and 11/23/22. See referenced sheet.
- From Developer/Consultant Correspondence (See 2022 Pproposed Development Plan)
- From Snowcreek VIII 2022 Plan Tax Rate Area Overlay Map.
- Resort Hotel Gross Square Footage is based on the Limelight Hotel - 151 hotel rooms and 15 condos with a total of 181,726 square feet of conditioned space.
- From Mono County 2022-23 Increment Allocation by TRA spreadsheet.
- This is the approximate average allocations across TRAs within MCWD service boundaries.

Snowcreek VIII - Estimate of Potential Tax Roll Values in TRA 010-015

Approximate Tax Rate

1.10%

Average Tax Roll Allocations (Note 6)	
Mono County	MCWD
33.0%	16.0%

Lot	Product (Note 2)	Estimated Quantity (Note 3)	Units	Estimated Size (sq ft or acres)	Estimated Tax Roll Value Range		Estimated Property Tax Range		Current Allocation		Proposed Allocation		Range of Proposed Mono County Allocation		Range of Proposed MCWD Allocation	
					Bottom	Top	Bottom	Top	Mono County (Note 5)	MCWD	Mono County (Note 6)	MCWD	Bottom	Top	Bottom	Top
10	C (2-story flats/townhomes)	14	Dwelling Unit	29,507	\$16,594,912	\$24,057,313	\$182,544	\$264,630	39.01%	0.00%	33.00%	6.01%	\$60,240	\$87,328	\$10,962	\$15,891
10	D (2-story townhomes)	14	Dwelling Unit	34,841	\$19,594,751	\$28,406,120	\$215,542	\$312,467	39.01%	0.00%	33.00%	6.01%	\$71,129	\$103,114	\$12,943	\$18,764
13	C (2-story flats/townhomes)	0	Dwelling Unit	0	\$0	\$0	\$0	\$0	39.01%	0.00%	33.00%	6.01%	\$0	\$0	\$0	\$0
13	D (2-story townhomes)	6	Dwelling Unit	14,932	\$8,397,750	\$12,174,051	\$92,375	\$133,915	39.01%	0.00%	33.00%	6.01%	\$30,484	\$44,192	\$5,547	\$8,042
	Resort Hotel (Note 4)	105	Guest Room	97,353	\$18,375,000	\$23,625,000	\$202,125	\$259,875	39.01%	0.00%	33.00%	6.01%	\$66,701	\$85,759	\$12,138	\$15,605
	Non-Residential	25,000	Square Foot	25,000	\$4,725,000	\$6,075,000	\$51,975	\$66,825	39.01%	0.00%	33.00%	6.01%	\$17,152	\$22,052	\$3,121	\$4,013
	New Golf Course	40	Acre	40	\$7,985,600	\$11,978,400	\$87,842	\$131,762	39.01%	0.00%	33.00%	6.01%	\$28,988	\$43,482	\$5,275	\$7,912
Total=					\$75,673,013	\$106,315,884	\$832,403	\$1,169,475					\$274,693	\$385,927	\$49,986	\$70,227

Notes:

- Prices from Zillow for Snowcreek V condos between 4/21/22 and 11/23/22. See referenced sheet.
- From Developer/Consultant Correspondence (See 2022 Pproposed Development Plan)
- From Snowcreek VIII 2022 Plan Tax Rate Area Overlay Map.
- Resort Hotel Gross Square Footage is based on the Limelight Hotel - 151 hotel rooms and 15 condos with a total of 181,726 square feet of conditioned space.
- From Mono County 2022-23 Increment Allocation by TRA spreadsheet.
- This is the approximate average allocations across TRAs within MCWD service boundaries.

Grand Totals= **\$425,883,674 \$612,415,048 \$4,684,720 \$6,736,566**

\$1,545,958 \$2,223,067 \$521,160 \$750,848

AGENDA ITEM

Subject: Discuss and Provide Direction to Staff Regarding Amending the Master Fee Schedule to Include a Convenience Fee for Credit Card Payments of Utility Bills, Connection Fees, and Service Fees

Information Provided By: Jeff Beatty, Finance Manager

Background

MCWD provides many options for customers making payments for their utility bills, connection fees, and service fees. Every transaction has a cost – in staff time, bank fees, and payment provider fees. The transaction cost varies significantly by payment type, from 20 cents for an auto-draft payment to approximately \$1.40 for a credit card payment of a \$40 utility bill.

Discussion

Payments by credit card have unique fees charged by the payment processor and the credit card companies. The fees vary based on the type of credit card and the amount of the payment. In December 2022 and January 2023, the fees associated with credit card payments were approximately 3.5% of the payment total. In 2022 our customers paid approximately \$440,000 by credit card with associated fees of approximately \$15,400.

MCWD is currently paying the fees assessed for customers who choose the convenience and benefits of making payments by credit card. The Finance Committee suggested staff research options for offsetting the cost of credit card transactions.

Financial Impact

If the District elects to charge customers a convenience fee for credit card transactions, there will be a revenue source to offset the additional cost of these transactions. It is likely the additional fee will encourage customers to move to lower-cost payment methods which will reduce both the cost and the revenue offset.

Requested Action

Consider and provide direction to staff regarding amending the Master Fee Schedule to include a convenience fee of 3.5% for payments made by credit card.