

APPENDIX CCWD

*CALLAYOMI COUNTY WATER DISTRICT WILL SERVE
LETTER*

Callayomi County Water District

December 5, 2019

Ms. Michalyn DelValle
Director, Planning Department
County of Lake
255 N. Forbes Street
Lakeport, CA 95453

Re: Maha Santa Clara Subdivision – Middletown, CA

Dear Ms. DelValle:

This is to notify you that the Callayomi Water District (hereinafter referred to as "District") has been requested by Santa Clara Investments (hereinafter referred to as "Developer") to provide water to serve 14 duplexes (28 connections), 21 single family residential services and a community building with swimming pool on APN 014-380-09. Please be advised that based on the preliminary information provided to the District from the Developer regarding this development, the District will be able to provide water service for domestic and fire protection uses to the proposed development, subject to the following conditions:

1. **On-Site Improvements.** Developer shall design and construct, at Developer's sole expense, all water system improvements, modifications and/or corrections on Developer's site, ("the On-Site Improvement(s)") in accordance with Callayomi County Water District Design Standards and Construction Standards, in effect at the time of construction, including:

A. Developer shall submit water system improvement plans and specifications prepared by a Civil Engineer licensed in the State of California to District for District's Design Review and approval.

- 1) Submittals for Engineering Plan Check shall be made at the District Office.
- 2) All improvements shall be in accordance with the Lake County Standard Details and Specifications and the Callayomi County Water District Design Standards and Standard Details and District Master Plan. A copy of the District Standard Requirements and Details sheet shall be included in the drawings.
- 3) Design submittals shall include calculations indicating average and peak use, storage requirements and flow requirements including fire flow. Minimum main size shall be 6 inches. Verification of water main sizes will be dependent on a District-run analysis once design information is provided to the District to verify flows and demands.

- 4) Backflow Prevention devices will be required in accord with the requirements of the Callayomi Water District Backflow Prevention Ordinance.
- 5) The applicant shall indicate in writing to the District the disposition of any water well(s) and any other water that may exist within the site. If any wells are proposed to be abandoned, or if they are abandoned and have not been properly sealed, they must be shall be destroyed in accord with State of California Health Department Requirements. If a well is to be retained, the District water service to the property shall be equipped with a Backflow Prevention Device in accord with District Standards.
- 6) The improvement plans shall show water services to each building.
- 7) Existing water service laterals shall be abandoned and/or new water laterals shall be constructed in accord with Lake County and District Standards. Meter locations shall be subject to approval by the District.
- 8) Fire protection shall be in accord with the requirements of Fire Department. With the submittal of the improvement plans, calculations shall be provided to the District and the Fire Department to ensure that adequate water pressures are available to supply hydrant flows and sprinkler flows.
- 9) The improvement plans shall show fire hydrants installed on new mains at a maximum of 500-foot spacing.
- 10) All easements for water lines shall be a minimum of 15 ft. All easements shall be shown on the final map. The final map shall be submitted to the District for review of easement information.
- 11) Plan Check Deposit shall be paid at the time of submittal. Call (707) 987- 2180 for information.

B. Developer shall not commence construction without written approval by District of the proposed water system improvement plans and specifications.

C. Construction of water system improvements shall be subject to inspection and approval by District-designated personnel.

D. During construction, the following conditions shall apply:

- 1) All construction shall conform to the District Standard Details, the Lake County Standard Specifications and Details, all District Ordinances and the approved plans.
- 2) The developer shall complete all water improvements, including pressure and bacterial testing prior to connection of any buildings to the District water system.
- 3) All hydrants shall be covered with bags indicating that the hydrant is not active until flow tests are completed by the District and the hydrants are approved.

- 4) Prior to final preparation of the subgrade and placement of base materials, all underground water utilities shall be installed and service connections stubbed out behind the sidewalk. Water lines shall be installed in a manner which will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
- 5) If the existing District infrastructure is damaged during construction, the contractor/developer shall be responsible for repair at no cost to the District.
- 6) If, during construction, the contractor damages any existing facilities on the neighboring properties (i.e. fences, gates, landscaping, walls, etc.) contractor shall be responsible to replace all damaged facilities.

E. Project acceptance is contingent upon submission to District of as-built drawings and other documents (the "As-Built Documentation") acceptable to District as to form and content, as indicated by written approval of same. Developer and District may agree to District preparing, at Developer's expense, some or all of As-Built Documentation.

F. Developer shall reimburse District for District's costs of Design Review, Construction Inspection, and preparation and/or review of As-Built Documentation, before final inspection approval.

G. Developer shall not connect On-Site improvements to District's system until District has delivered written notice of acceptance of Developer's Improvements to Developer and any further County final approvals and/or stipulations are met.

H. Only District personnel will operate valves between Developer's Project and District's facilities.

I. District will require a Performance Bond and Warranty Bond for all On-Site Improvement(s), if all such bonds are not required by the County as improvement security, as a condition of filing of the final subdivision map.

- 1) Developer shall post a Performance Bond in the amount of 100% of the construction cost of the improvements as security for performance and to ensure the eventual completion of said project, or any parts or phases thereof, as a condition of filing of the final subdivision map. Said Performance Bond shall be held until said improvements have been completed to the satisfaction of the District.
- 2) A One-Year Warranty Bond in the amount of 10% of the final construction cost of the improvements will be required to be held for one year past completion of all phases of the project to protect the District from any defects in materials and workmanship which were not revealed prior to and/or during the final inspection.

J. The applicant shall execute a covenant running with the land on behalf of itself and its successors, heirs, and assigns agreeing to participate in the formation of an assessment district or other financing technique including, but not limited to, the payment of Water mitigation

fees, which the District may implement or adopt, to fund water improvements directly or indirectly affected by the development and agree to waive all rights of protest.

K. All costs, charges and/or fees due the District related to On-Site Improvements shall be paid to the District prior to the filing of the final subdivision map.

2. **Off-Site Improvements.** Off-Site Improvements may be required to be constructed by the District and/or Developer, as determined by the District. Specific conditions include, but are not limited to:

A. Off-Site Improvements Constructed by District.

- 1) Developer shall financially participate in the costs of Design, Design Review, Construction, Inspection, and As-Built Documentation, of all water system improvements off Developer's site ("the Off-Site Improvement(s)") made necessary by Developer's Project, whether these costs are incurred by District or District's personnel, District's consultants, by Developer, or by others.
- 2) Financial Participation will be required to the extent that Developer's Project contributes to the necessity of such Off-Site Improvement(s) and the costs of said improvements exceeds the amount of the Capacity Charges paid by the Developer to District, in District's sole judgment.
- 3) Said costs, fees and/or charges shall be paid at the time of application to the District and/or prior to the final inspection and approval by District, and/or as otherwise specified by paragraph 3, herein, and prior to the filing of the final subdivision map.

B. Off-Site Improvements Constructed by Developer. Developer shall design and construct Off-Site Improvements, modifications and/or corrections in accordance with Callayomi County Water District Design Standards and Construction Standards, in effect at the time of construction.

- 1) Developer shall submit water system improvement plans and specifications prepared by a civil engineer licensed in the State of California to District for District's Design Review and approval.
 - a. Submittals for Engineering Plan Check shall be made at the District office.
 - b. All improvements shall be in accordance with the Lake County Standard Details and Specifications and the Callayomi County Water District Design Standards and Standard Details.
 - c. Design submittals shall include calculations indicating average and peak use, storage requirements and flow requirements including fire flow. Minimum main size shall be 6 inches, with final line sizing to be determined by the District based on a water analysis using the District's water model.

- d. The improvement plans shall show water services to each building, if necessary, for any off-site water main.
 - e. Existing water service laterals shall be abandoned and/or new water laterals shall be constructed in accord with Lake County and District Standards. Meter locations shall be subject to approval by the District.
 - f. Fire protection shall be in accord with the requirements of Fire Department. With the submittal of the improvement plans, calculations shall be provided to the District and the Fire Department to ensure that adequate water pressures are available to supply hydrant flows and sprinkler flows.
 - g. The improvement plans shall show fire hydrants installed on new mains at a maximum of 500-foot spacing.
 - h. All easements for water lines shall be a minimum of 15 ft. All easements shall be shown on the final map. Plan Check Deposit shall be paid at the time of submittal. Call (707) 987-2180 for information.
- 2) Prior to approval of the improvement plans the applicant shall submit evidence that the appropriate public agency (e.g. Lake County, Caltrans, etc.) has issued encroachment permits for all work within public rights-of-way.
- 3) Developer shall not commence construction without written approval by District of the proposed water system improvement plans and specifications.
- 4) Construction of Off-Site Improvements shall be subject to inspection and approval by District-designated personnel.
- 5) During construction, the following conditions shall apply:
- a. All construction shall conform to the District Standard Details and Lake County Standard Specifications and Details, all District Ordinances and the approved plans.
 - b. The developer shall complete all water improvements, including pressure and bacterial testing prior to connection of any buildings to the District water system.
 - c. All hydrants shall be covered with bags indicating that the hydrant is not active until flow tests are completed by the District and the hydrants are approved.
 - d. Prior to final preparation of the subgrade and placement of base materials, all underground water utilities shall be installed and service connections stubbed out behind the sidewalk. Water lines shall be installed in a manner which will not disturb the street pavement, curb, gutter and

sidewalk, when future service connections or extensions are made.

- e. If the existing District infrastructure is damaged during construction, the contractor/developer shall be responsible for repair at no cost to the District.
 - f. If, during construction, the contractor damages any existing facilities on the neighboring properties (i.e. fences, gates, landscaping, walls, etc.) contractor shall be responsible to replace all damaged facilities.
- 6) Project acceptance is contingent upon submission to District of as-built drawings and other documents (the "As-Built Documentation") acceptable to District as to form and content, as indicated by written approval of same. Developer and District may agree to District preparing, at Developer's expense, some or all of As-Built Documentation.
 - 7) Developer shall reimburse District for District's costs of Design Review, Construction Inspection, and preparation and/or review of Off-Site Improvements As-Built Documentation, before final inspection approval.
 - 8) Developer shall not connect Off-Site Improvements to District's system until District has delivered written notice of acceptance of Developer's Improvements to Developer and any further County final approvals and/or stipulations are met.
 - 9) District will require a Performance Bond and Warranty Bond for all Off-Site Improvement(s) if all such bonds are not required by the County as improvement security as a condition of filing of the final subdivision map.
 - 10) Developer shall post a Performance Bond in the amount of 100% of the construction costs as security for performance and to ensure the eventual completion of said project, or any parts or phases thereof, as a condition of filing of the final Subdivision Map. Said Performance Bond shall be held until said improvements have been completed to the satisfaction of the District.
 - 11) A One-Year Warranty Bond in the amount of 10% of the final construction cost will be required to be held for one year past completion of all phases of the project to protect the District from any defects in materials and workmanship which were not revealed prior to and/or during the final inspection.
 - 12) Off-Site Improvements may include some or all of the water sources, water treatment facilities, mainline extensions, piping, storage, and/or other facilities that the District may determine to be made necessary by Developer's Project.
 - 13) All costs, charges and/or fees due the District related to Off-Site Improvements, whether constructed by District or by Developer, shall be made to the District at the time of application to the District, and/or prior to the final inspection and approval by

District, and/or as otherwise specified by paragraph 3, herein, and prior to the filing of the final map.

- 14) When Off-Site Improvements are required to be constructed or funded by the Developer which the District finds will potentially serve property other than that of the Developer, the Developer will be entitled to reimbursement in an amount determined by the District Board based on the estimated number of water connections which may, in the future, be made by other property owners to the improvements constructed or financed by the Developer, which have capacity in excess of that necessitated by the present development. Refer to Mainline Extension Agreement and District policies regarding same, as/if applicable.

3. Developer Deposits. Developer may be required to post a deposit with the District (in an amount to be determined) for the District's costs, charges and/or fees incurred relating to this project. Said deposit will be determined on a case-by-case basis and as further set out in the Project's Will-Serve Letter, Supplementary Conditions and/or Service agreement.

4. Developer Payment. Developer shall pay to District the Capacity Charges applicable to Developer's Project based on characteristics of Project, and the service connection fees for each metered and/or un-metered service, in effect at the time of payment of said fees and/or charges, or Project construction approval by the District, whichever ever comes later.

5. Easements, Surveys and Deeds. Before final inspection and approval of the Project, all necessary Grants of Easement, descriptions, maps, records-of-survey and/or Grant Deeds relating to or conveying interests in real property for facilities to be turned over to District, including such things as tank sites, well sites, access roads and pipeline rights-of-way, as required by the District to the District for the District's water facilities, and/or pipeline, etc., must be submitted to the District for acceptance by the District's Board of Directors and subsequently recorded with the Lake County Recorder's office.

6. Filing the Final Map. No final subdivision map should be filed or approved for this project until the Community Development Department has received written confirmation from the District that the Developer has completed all tasks, paid all required funds, and/or provided a secured agreement ensuring the completion of the District's requirements.

7. Project Specific. This "Will-Serve Letter" is only pertaining to the specific proposed Project and/or tentative subdivision map, now being considered for said Project, including any time extensions thereof, and that said "Will-Serve Letter" expires simultaneously with the expiration of the subject tentative subdivision map, if same expires prior to being approved and made final.

8. Supplementary Conditions. Any Supplementary Conditions attached to this letter become part of and in addition to the foregoing conditions, as applicable. See attachments for Supplementary Conditions that specifically apply to the Project.

9. As-Built Drawings. The District's Engineer or an engineer approved by the District will produce As-Built drawings and documentation at Developer's expense. The As-Built or

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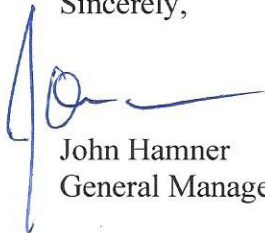
Record, improvement plans shall be on standard size sheets and shall be certified by a Civil Engineer licensed in the State of California and returned to the District Engineer's office prior to final acceptance of the public improvement. These shall show all constructive changes from the original plans including substantial changes in the size, alignment, grades, etc. during construction. The As-Built plans shall document elevations, horizontal locations, and exact type of all installed piping, valves, fittings, and other equipment. Fittings documentation shall include whether push-on, mechanical joint, or flanged, and thrust blocks. The As-Built or Record Plan drawings shall be furnished to the District with copies of the construction photographs. The Contractor shall pay a fee for having the District Engineer put the Record Drawings into the District Water Base Map and hydraulic model. The District will be reimbursed by Developer for the cost of any As-Built Drawings generated by District Engineers prior to the approval of each final subdivision map.

10. Exceptions and Variations. Any exceptions or variances from these conditions will require the written approval of the District.

11. Reservations. The District reserves the right to amend this letter to change or supplement the District's requirements for service when the District receives the project's engineered improvement plan or if the Developer undertakes any substantive modification of the project design. The provisions of this letter do not constitute an express or implied contract.

Should you have any questions regarding this readiness to serve letter, please call (707) 987-2180.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Hamner', is written over a vertical line.

John Hamner
General Manager