

**CLEARLAKE OAKS COUNTY WATER DISTRICT  
AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

Clearlake Oaks County Water District Administration Building  
12952 E. Hwy. 20 Clearlake Oaks, CA 95423 (707) 998-3322

**SEPTEMBER 17, 2020**

This meeting will be conducted by Roberts Rule of Order.

Where appropriate or deemed necessary, the Board may take action on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item either before or during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments will be subject to reasonable time limits of three minutes.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**AGENDA**

**Call to Order – 2:00 p.m.**

**Pledge of Allegiance**

**Roll Call**

- Mrs. Margaret Medeiros, President     Mr. Stanley Archacki, Vice President  
 Mr. Samuel Boucher, Director     Mrs. Barbara Higman, Director,     Mr. Michael Herman, Director  
 Mrs. Dianna Mann – General Manager / Interim Board Secretary,     Mrs. Olivia Mann – Board Secretary,  
**EXCUSED**

In the audience, our Chief Operators

- Mr. Francisco Castro, Wastewater     Mr. James Simons, Water     Mr. Jeremy Backus, Distribution

**Public comment on non-agenda items**

This is the opportunity for the public to comment on non-agenda items within the Board's jurisdiction. Comments are limited to three (3) minutes

**Consent Items**

The Board will be asked to approve all Consent Items at one time without discussion. Consent Items are expected to be routine and non-controversial. If any Director, staff, or interested person requests that an item be removed from the Consent Items, it will be considered with the action items.

**1. Staff Written Operational Reports**

- a. Customer Service
- b. Chief Distribution Operator
- c. Water Plant Chief Operator
- d. Wastewater Plant Chief Operator
- e. General Manager

**2. Financial Reports for review and approval**

- a. August 2020, QB balance sheet and profit & loss statements
- b. Bank account balances and accounts receivable
- c. Employee payroll report
- d. Aged trial balance summary
- e. Vendor aging report, accounts payable breakdown

**3. Minutes of previous meeting for review and approval**

- a. Minutes of Special Meeting 08/27/2020

**4. Bills**

- a. MC Engineering invoice number 1984, dated 9/5/2020, in the amount of \$31,641.59 for the USDA Water Projects

**Action Taken:** \_\_\_\_\_

**5. Agenda (Old Business)**

- a. Discussion and review of the contract between the District and Yolo

**Action Taken:** \_\_\_\_\_

- b. Discussion and approval of MOU from GSR Energy to allow us to move forward with the back-up batteries for both WWTP and WTP

**Action Taken:** \_\_\_\_\_

**6. Agenda (New Business)**

- a. Discussion and consideration of upgrading Lift Station 12 with SCADA – see attached proposal from Southport Controls

**Action Taken:** \_\_\_\_\_

- b. Discussion and consideration of purchasing Pro Pac 9800 from NTU in the amount of \$19,000.00 for Water Plant

**Action Taken:** \_\_\_\_\_

**Adjournment**

**Time:** \_\_\_\_\_

# Clearlake Oaks County Water District

P.O. Box 709 / 12952 East Highway 20  
Clearlake Oaks, CA 95423  
Office: (707) 998-3322 Fax: (707) 998-1245  
[www.clocwd.org](http://www.clocwd.org)    [j.backus@clocwd.org](mailto:j.backus@clocwd.org)

Board letter for CLOCWD,

9-11-2020

## **Tank sites:**

\*All the tank sites were at pretty low levels. We just started to gain ground on our tank levels. Because of the quick turnaround in the tanks due to being so low, we didn't have to dose as much this month. There is an issue with the tanks being so low for so long. The redwood tanks did dry up and shrink toward the top causing them to leak, but we can already see an improvement with the wood swelling back up and sealing closed. This will just take a little time.

## **Water distribution main & service lines:**

\*We were able to fix one of the hydrants on the north side of highway 20.

\*We are still set up to replace a couple of Hydrants in the district. This will be done as soon as we can restore and maintain normal tank levels. The reason for this is that after a new hydrant is put on line, the main must be flushed and this takes a lot of water the district can't afford to lose at this time.

\*The DC crew is continuing to go around to hydrants and checking for signs of tampering and placing locks on them.

\*The district located just over 20 leaks during meter reading this month. In the past years we have experienced a surge in leaks due to the ground being so dry. We are just thankful that they are mostly just service lines and meter gaskets. Two of these were substantial with multiple leaks on one line, which we ended up just replacing the line.

## **Sample stations sites:**

\*DC crew is still collecting the routine BacT samples every Wednesday. All reports have come back absent for total Coliforms and E.Coli.

## **Sewer collections and Lift station sites:**

\*A small lightning strike had hit the PG&E pole next to lift station 12 during that thunder storm we had. This caused us to lose power and the old SCADA equipment. Coastal was able to get the lift station back on line, but it is only running on floats with no telemetry.

## **Staff updating:**

\*The district has welcomed our new utility tech, Conner. He does come with some prior experience in the field.

## **District vehicles:**

\*The dump truck is out for two weeks getting repaired due to a blown head gasket.

**Thank You**  
**Chief DC, Jeremy Backus**

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## Board of Directors

Margaret Medeiros  
President

Stanley Archacki  
Vice President

Barbara Higman  
Director

Samuel Boucher  
Director

Michael Herman  
Director

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# Clearlake Oaks County Water District

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(707) 998-3322 Phone (707) 998-1245 Fax  
[www.clocwd.org](http://www.clocwd.org) (Website)

August 14, 2020  
Board letter

- ◆ Lead and copper testing is complete.
- ◆ August and September still had high raw water Turbidity (NTU), we are continuing to utilize our Chemtrac charge analyzer, UV testing and jar testing to aid in closely monitoring and making adjustments in coagulant dosages.
- ◆ Cyanotoxin testing by tribal EPA is continuing attached are test results for August.
- ◆ 29.1 MG of water produced for the month of August.
- ◆ The drain on clarifier two once again got clogged, with the help from DC and the vac-on we were able to get it functioning properly again.
- ◆ Demand for water has still been high coming to a head labor day weekend with temps over 100+ and the holiday weekend with more people in town, Monday the 7<sup>th</sup> James and I came in and were able to get a second pump running also adjust the VFD drive to increase flow allowing higher GPM into the system filling tanks more and allowing for a late night backwash, also allowing more flow thru the filter.
- ◆ Corpro was here for yearly cathodic tank protection inspection. Recommended installing a system for Clearwell during recoating etc, also Konocti tanks system is in need of replacement.
  
- ◆ Thank you,  
*Kurt Jensen*  
WTP Chief Plant Operator  
[k.jensen@clocwd.org](mailto:k.jensen@clocwd.org)

# Water Sample Testing

	DATE	DATE	DATE
Bacti R(BW) & CW (M)	9/2/2020		
Bacti R (BW)	8/19/2020		
TOC ALK R (M)	8/19/2020		
TOC CW (M)			
R & CW TCP123 (BA)			
Color / Odor (A)			
Bromate (Q)	8/31/2020		
Perchlorate (A)			
TTHM (Q)	8/31/2020		
HAA5 (Q)	8/31/2020		
Lead & Copper (A)(1)			
Lead & Copper (A)(1)			
Lead & Copper (A)(1)			
Nitrate (A)			
Nitrite (A)			

A = Annually

Q = Quarterly

M = Monthly

BW = Bi-weekly

BA = Bi-annually

2020 CLEAR LAKE CYANOTOXIN PUBLIC WATER SYSTEM RESULTS FOR MICROCYSTIN

**RAW WATER (µg/L)**

**FINISH WATER (µg/L)**

	6/16/2020	7/1/2020	7/14/2020	7/28/2020	8/14/2020	8/28/2020	9/11/2020	6/16/2020	7/1/2020	7/14/2020	7/28/2020	8/14/2020	8/28/2020	9/11/2020
1710022 Lake County CSA 20 - Soda Bay	ND	0.21	DNQ	0.22	0.16			DNQ	ND	DNQ	DNQ	DNQ		
1710001 Clearlake Oaks County Water District	ND	2.04	2.06	7.76	0.72			DNQ	ND	ND	ND	DNQ		
1710021 Lake County CSA 21 - North Lakeport	ND	0.28	DNQ	ND	DNQ			DNQ	ND	ND	ND	DNQ		
1710011 Buckingham Park Water District	0.35	0.92	0.97	0.71	0.92			DNQ	ND	DNQ	DNQ	DNQ		
1710005 Highlands Mutual Water Company	3.45	>5.0	>5.0	1.46	1.04			DNQ	ND	ND	ND	0.15		
1710006 Konocti County Water District	1.81	>5.0	>5.0	1.74	1.12			DNQ	ND	ND	ND	DNQ		
1710014 Mt Konocti Mutual Water Co.	0.38	3.98	1.27	0.71	0.64			DNQ	ND	DNQ	DNQ	DNQ		
1710004 City of Lakeport	ND	0.16	ND	source water groundwater				DNQ	ND	DNQ	source water groundwater			
1700550 Clearwater Mutual Water Company	0.20	3.00	3.82	0.45	0.39			DNQ	DNQ	DNQ	DNQ	0.15		
1700581 Cache Creek Mobile Home Park					DNQ							DNQ		
1700584 Westwind Mobile Home Park					0.31							DNQ		
1710008 Nice Water Company					DNQ							0.17		

DNQ	Detected Not Quantified	<0.15 µg/L
ND	No Detect	No Detect

Grayed cells represent an absence of testing conducted for the corresponding test and date

analysis performed by Karola Kennedy, Director of Kennedy Environmental

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[www.clocwd.org](http://www.clocwd.org)    [d.mann@clocwd.org](mailto:d.mann@clocwd.org)

**Reporting Period: August 2020**

**From: Francisco Castro, CPO**

**To: Clearlake Oaks County Water District Board of Directors**

**September 11, 2020**

The total flows for this month were 9.628 MG averaging 311,000 gallons a day. The total gallons treated and sent out through our effluent line were 8.303 MG averaging 268,000 gallons a day (186gpm). All treated effluent for this month was in compliance with our Waste Discharge Permit. At this time we are continuing to haul sludge out to Potrero Hill landfill. We should have hauled completely all sludge from the waste plant by the end of September. The plants main breaker faulted on September 7<sup>th</sup>. Our manifest used to haul sludge was renewed this month. We are currently on the process of replacing the breaker. I will have a full report on this matter on Septembers report.

Ground water monitoring 3<sup>rd</sup> quarter was performed on August 20<sup>th</sup>. At this time I have received the coliform results and there was coliform detected in well #2 and #3. These results along with the others will be turned over to Dean Enderlin so he can build the monitoring report. He will add recommendations in order to address the problem with these findings. Please note that during our purging process on well #2 we were unable to purge the recommended volume due to low water table. During this time of season it is common to experience this type of issue with well #2.

All maintenance and alarm checks have been completed for the month along with our safety meeting.

Thank you,  
*Francisco Castro*  
*WWTP Chief Plant Operator*  
[f.castro@clocwd.org](mailto:f.castro@clocwd.org)

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## Board of Directors

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## Clearlake Oaks County Water District September 17, 2020

Triple digit weather, back to back 117 degree days, wild fires, evacuations, 5 a.m. back washing schedules, main breaker failure at the waste plant, 24 hours shifts at the waste plant, preparing for the upcoming PSPS, and yet the staff is amazing. In addition with this extreme heat, the ground is getting extremely dry causing the dirt to squeeze around our pipe creating additional leaks in our distribution system. It definitely feels like two steps forward and three steps back, however, I know we will get through this and I am so looking forward to Fall.

I would like to take just a minute to thank our Water Operators who have spent countless hours at home monitoring SCADA making sure our tank levels recover. Neither Operator, Kurt nor James received proper training in the operations of the water plant and have done an amazing job in trouble shooting and figuring out how to produce enough water to meet the high demands. I truly believe next year should be a little less stressful with the knowledge learned from this year.

The Waste Plant lost its main breaker on September 7<sup>th</sup> and in addition, it failed to switch over to back-up power. With the help of Coast Mtn. Electric, they were able to manually switch the generator and get it on line, however, later that night the generator failed again leaving staff and CME scrambling to get power. It turned out that it is a bad sensor in the generator and was able to temporarily bypass it to get the generator back on line. The new breaker was installed on September 11<sup>th</sup>, however, I believe there is still more work to be done on the system. Francisco will have a full report in next months' report. Once the plant went on back-up power, the staff had to go to 24/7 shifts, I want to thank them for re-arranging their lives to make this commitment.

I would like to thank Directors Boucher and Herman for meeting with Staff and GSR to help decide if the District should move forward with the battery back-up program. Agenized is a MOU (Memo of Understanding) that I have ran through legal for your consideration. Hopefully by meeting time, more answers will have come our way. As mentioned in last months' letter, GSR has the capital necessary to complete this project without any money from the District, which if complete could save the District an estimated \$30,000 in utility costs.

Olivia should be returning to work at the end of September.

Please see the attached update from MC Engineering on the USDA Water Project.

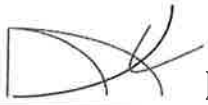
Please refer to individual department letters for additional details.

As always, a huge thank you to Staff for working hard and taking pride in a job well done.

Respectfully Submitted,

Dianna Mann

General Manager



**Report Date:** September 8, 2020

**To:** Dianna Mann, CLOCWD General Manager

**From:** Mark Carey, P.E., MC Engineering Principal Engineer

**RE:** CLOCWD USDA Funded PER and Initial Design Services

**Billing Period:** August 2020 (Invoice #1984)

**I. Project Status Update**

Work on the project during July included the following

- Finalized design of DMA/BPA/Meter Replacement (pending review)
- Harvey tank easement acquisition
- Preliminary project specification coordination and draft documents (by EDEA and MCE)
- Review of design budget for project
- Contract facilitation and monthly invoicing
- WTP DBP plan sheets and specification finalization (pending review)
- Environmental coordination and documentation (with USDA)
- USA and topo setup for Harvey Area Distribution
- On-site meeting with District
- Finalize lead survey plan sheet for Volume III
- Continued review of Project Manual and Specifications
- Cerritos tank design and drafting
- Harvey Area and other pipeline alignment topographic surveys completed (by BKF)
- Harvey Area Design sheet setup and preliminary layout

**II. Budget Status Update**

**Total Engineering Design and Bidding Services Budget (Revised w/Addendum 1 & 2):**

Phase 1: \$102,395.00

Phase 2: \$492,540.00

**Total: \$594,935.00**

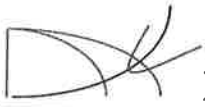
**This Invoice: \$31,641.59** (\$0.00 Phase 1; 31,641.59 Phase 2)

**Cost to Date: \$480,343.51** (110,413.57 Phase 1; \$369,929.94 Phase 2)

**Cost to Complete: \$114,591.49** (\$-8,018.57 Phase 1; \$122,610.06 Phase 2)

**III. Projected Tasks for September 2020**

- Develop Easement map for USDA submission
- Finalize BPA easements and homeowner letter
- Project Manual final revisions
- Meter changeout/retrofit/reading technology RFP document preparation
- Project site meetings and coordination
- Finalize plans for Harvey tank design
- Finalize plan set for Cerritos tank design
- Review alignments for distribution system pipe replacements using preliminary drawings
- Compile all draft plans and specs for review by CLOWD
- Prepare and submit draft and final design of the Harvey Area distribution system



**IV. Harvey Tank Easement and DMA Meter Potholing Status**

- The following items are critical action items to move forward on the Harvey Tank design and the DMA meter design:
  1. Harvey Tank Easements: Based on the desire to acquire additional land for the Harvey Tank Project, MCE is working with the District for the acquisition of additional property for the foundation of the Harvey Tank. Critical path items moving forward are:
    - Work with property owner for acquisition of additional easement property
    - Once additional property is acquired, easement finalization will be needed for Tank design
    - We are currently awaiting receipt of the final grant deed from the Title Company in order to assist in obtaining the easement from the adjacent property owner
  2. DMA meter existing pipe location:
    - It has been determined that potholing for DMA location 4 (Hwy 20 and Orchard Shores will take place during construction and will be included as a bid item

**V. Budget Status and Added Scope Items**

- With the completion of Addendum 2, this invoice and summary includes the addition of \$170,940.00 which includes the design of the Cerritos tank along with the upgrades to the Harvey Area distribution system. Included in the Harvey Area distribution system project is the upgrade of the pipeline that extends from Highway 20 to the Forest service building located on Spring Street.

Clearlake Oaks County Water District  
Summary Balance Sheet  
As of August 31, 2020

	<u>Aug 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	2,096,202.97
Other Current Assets	<u>1,757,559.19</u>
<b>Total Current Assets</b>	3,853,762.16
<b>Fixed Assets</b>	<u>15,519,942.72</u>
<b>TOTAL ASSETS</b>	<b><u>19,373,704.88</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	85,251.66
Other Current Liabilities	<u>-153,575.32</u>
<b>Total Current Liabilities</b>	-68,323.66
<b>Total Liabilities</b>	-68,323.66
<b>Equity</b>	<u>19,442,028.54</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>19,373,704.88</u></b>

**Clearlake Oaks County Water District**  
**Balance Sheet**  
 As of August 31, 2020

	Aug 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
102.13 · SEWER RESERVES-9592	5,000.00
102.11 · PC ESCROW - 6184	182,704.82
102.10 · CRP PC - 6192	11,047.39
102.12 · WATER RESERVES- 8503	162,700.00
102.001 · GL - 9122 (Old Acct. # 053420019)	461,592.73
101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550)	
CIP Deposits 2014	189,000.00
101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550) - ...	866,515.00
<b>Total 101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550)</b>	<b>1,055,515.00</b>
102.01 · WEST AMERICA - REGULAR CHECKING (WEST AMERICA BA...	88.98
102.02 · CRP Water - 6990	116,974.78
102.03 · CRP Sewer - 3745	100,579.27
<b>Total Checking/Savings</b>	<b>2,096,202.97</b>
<b>Other Current Assets</b>	
103 · PETTY CASH (PETTY CASH - WAS 1013200)	306.59
104 · COUNTY TREASURY (COUNTY TREASURY - WAS 1013201)	29,609.68
130 · Const In Progress - Studies	128,359.66
132 · CRP SEWER (CAPITOL IMPROVEMENTS - SEWER - WAS 1199200)	983,511.67
135 · CRP WATER (CAPITOL IMPROVEMENTS - WATER - WAS 1199100)	249,148.33
114 · ACCOUNTS RECEIVABLE. (ACCOUNTS RECEIVABLE - WAS 1097...	351,149.26
115 · PRE-PAID INSURANCE (PRE-PAID INSURANCE - WAS 1097840)	15,474.00
<b>Total Other Current Assets</b>	<b>1,757,559.19</b>
<b>Total Current Assets</b>	<b>3,853,762.16</b>
<b>Fixed Assets</b>	
138 · USDA Water Improvements	480,862.55
128 · Sewer Infrstrcture & Rehab Proj (Phase 1 was the installation of the ...	2,790,074.71
121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of wate...	
121.1 · Sidewalk Project - District Exp	115,500.66
121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of w...	152,704.44
<b>Total 121 · Wtr Dist &amp; Wtr Storage Projects (Replacement or installation o...</b>	<b>268,205.10</b>
131 · Waste Water Plant	
131.1 · Pumps/Equipment	29,025.46
131 · Waste Water Plant - Other	57,768.09
<b>Total 131 · Waste Water Plant</b>	<b>86,793.55</b>
126 · Forcemain (phase 1) Cap. Imprv.	1,253,598.85
123 · USDA - Sewer Plant Cap Imprvmt	4,265,559.43
<b>USDA Project</b>	<b>238,835.93</b>
127 · Water Plant	
127.7 · Ozone System	12,785.71
127.6 · Swan AMI Turbiwell Monitor	25,079.10
127.5 · A/C installation for Filter Rm	750.00
127.4 · PH System	9,959.72
127.2 · Harvy Vault Chlor Inject Proj	1,408.61
127.1 · Major Equipment	177,077.82
127 · Water Plant - Other	220,402.17
<b>Total 127 · Water Plant</b>	<b>447,463.13</b>
120 · District General CRP (EQUIPMENT - WAS 1011181)	
120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - ...	1,921,549.25
120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)	31,171.49
120.90 · Vehicles/Generators/Trailers	274,809.73
120 · District General CRP (EQUIPMENT - WAS 1011181) - Other	96,503.11
<b>Total 120 · District General CRP (EQUIPMENT - WAS 1011181)</b>	<b>2,324,033.58</b>
122 · Bldgs/Grounds Cap Improvements	8,535,149.57

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**Clearlake Oaks County Water District**  
**Balance Sheet**  
 As of August 31, 2020

	Aug 31, 20
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - ...	
124.30 · Lift Stations	
124.31 · Lift Station 7 Bypass	66,042.23
124.30 · Lift Stations - Other	48,214.48
<b>Total 124.30 · Lift Stations</b>	<b>114,256.71</b>
124.50 · Mains	14,788.58
124.60 · Meters	700.00
124.90 · Water Tanks	5,215.04
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER ...	3,249,983.38
<b>Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEW...</b>	<b>3,384,943.71</b>
125 · Land - Dist. Cap. Improvements	300,478.61
129 · ALLOW. FOR DEPRECIATION	-8,856,056.00
<b>Total Fixed Assets</b>	<b>15,519,942.72</b>
<b>TOTAL ASSETS</b>	<b>19,373,704.88</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
200 · ACCOUNTS PAYABLE (ACCOUNTS PAYABLE - WAS 2097200)	85,251.66
<b>Total Accounts Payable</b>	<b>85,251.66</b>
<b>Other Current Liabilities</b>	
Annual Depreciation	249,035.55
224 · USDA Retainage	10,000.00
223.56 · FEDERAL PAYROLL TAX PENALTY (Failure to make a feder...	-3,322.77
280 · Loan	
280.02 · KS State Bank - 2019 Vac-Con	-59,371.76
280.12 · USDA Loan	651,317.29
280.10 · Bridge for I & I Rehab Project (Use LAIF until State Fund...	-1,072,000.00
<b>Total 280 · Loan</b>	<b>-480,054.47</b>
221 · Health Ins - EE Portion	-3,551.35
222 · Direct Deposit Liabilities (Direct Deposit Liabilities)	-91.35
223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL)	
223.17 · GARNISHMENT - LAKE CO SHERIFF (GARNISHMENT - L...	3,094.93
223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL) - Other	-2,936.17
<b>Total 223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL)</b>	<b>158.76</b>
223.45 · FICA & SOCIAL SEC PAYABLE (FICA & SOCIAL SEC PAYA...	-12.40
223.50 · MEDICARE TAX PAYABLE (MEDICARE TAX PAYABLE - WA...	-2.90
223.75 · PAYROLL DEDUCTION - INS CO-PAY (PAYROLL DEDUCTI...	78.42
223.80 · GASB 68 Pension ( - WAS 2097190)	16,533.00
223.85 · MISC DEDUCTIONS PAYABLE (MISC DEDUCTIONS PAYAB...	4,484.39
223.90 · COMPENSATED EMPLOYEE BENEFITS (COMPENSATED E...	54,922.20
24000 · Payroll Liabilities (Unpaid payroll liabilities. Amounts withhe...	-1,752.40
<b>Total Other Current Liabilities</b>	<b>-153,575.32</b>
<b>Total Current Liabilities</b>	<b>-68,323.66</b>
<b>Total Liabilities</b>	<b>-68,323.66</b>
<b>Equity</b>	
302 · RETAINED EARNINGS (RETAINED EARNINGS - WAS 3030300)	5,956,568.19
304 · Opening Balance Equity (Opening balances during setup post to thi...	-584,283.24
306 · Retained Earnings - OLD (Undistributed earnings of the corporation ...	13,957,078.64
Net Income	112,664.95
<b>Total Equity</b>	<b>19,442,028.54</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>19,373,704.88</b>

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Clearlake Oaks County Water District

Profit and Loss

July through August 2020

	Admin (GL)	Sewer (GL)	Water (GL)	Total GL	TOTAL
<b>Income</b>					
<b>Income</b>					
410 · Client Reg Pmt	0.00	162,221.42	210,255.93	372,477.35	372,477.35
430 · Penalty & Interest	0.00	2,065.46	4,228.64	6,294.10	6,294.10
440 · Misc Revenue	0.00	23,879.50	29,544.71	53,424.21	53,424.21
450 · Other - Non S/W Rev	0.00	9,794.18	11,140.18	20,934.36	20,934.36
<b>Total Income</b>	<b>0.00</b>	<b>197,960.56</b>	<b>255,169.46</b>	<b>453,130.02</b>	<b>453,130.02</b>
<b>Total Income</b>	<b>0.00</b>	<b>197,960.56</b>	<b>255,169.46</b>	<b>453,130.02</b>	<b>453,130.02</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>197,960.56</b>	<b>255,169.46</b>	<b>453,130.02</b>	<b>453,130.02</b>
<b>Expense</b>					
<b>Salaries &amp; EE Benefits</b>					
505 · Salaries & Wages	61,892.57	47,592.11	23,355.24	132,839.92	132,839.92
520 · FICA - District Share	4,626.99	3,507.13	1,656.26	9,790.38	9,790.38
530 · Medical Ins - Dist Share	13,086.14	14,654.40	8,295.16	36,035.70	36,035.70
540 · PERS - District Share	17,887.72	3,476.56	1,665.84	23,030.12	23,030.12
550 · Unemployment	1,668.71	0.00	0.00	1,668.71	1,668.71
560 · Workers Comp Ins	662.15	1,428.68	1,712.59	3,803.42	3,803.42
<b>Total Salaries &amp; EE Benefits</b>	<b>99,824.28</b>	<b>70,658.88</b>	<b>36,685.09</b>	<b>207,168.25</b>	<b>207,168.25</b>
<b>Services &amp; Supplies</b>					
610 · Bank Fees	3,993.49	0.00	0.00	3,993.49	3,993.49
620 · Communications & Inter...	459.57	2,449.00	1,652.18	4,560.75	4,560.75
640 · Fuel & Oil	0.00	1,371.30	985.98	2,357.28	2,357.28
645 · Insurance	0.00	8,569.89	8,569.89	17,139.78	17,139.78
657 · Lab	0.00	3,622.08	2,894.41	6,516.49	6,516.49
660 · Memberships & Subscrip...	145.06	747.74	747.73	1,640.53	1,640.53
670 · Postage & Shipping	1,000.00	0.00	0.00	1,000.00	1,000.00
675 · Professional Services	2,723.58	3,198.20	3,060.11	8,981.89	8,981.89
685 · Rents	2,360.75	0.00	0.00	2,360.75	2,360.75
690 · Safety & Security	284.92	873.01	1,421.68	2,579.61	2,579.61
700 · Tools & Instruments	0.00	197.75	72.09	269.84	269.84
703 · Supplies - Clothing & Per...	0.00	565.21	267.05	832.26	832.26
705 · Supplies - Office	477.08	158.70	141.75	777.53	777.53
715 · Supplies-Chemicals-Ope...	0.00	4,427.70	4,059.50	8,487.20	8,487.20
720 · Supplies - Inventory - Oth...	0.00	1,111.42	276.56	1,387.98	1,387.98
735 · Training/Classes/Certs/Cl...	0.00	0.00	1,351.28	1,351.28	1,351.28
750 · Utilities	1,184.52	18,304.84	34,419.86	53,909.22	53,909.22
760 · Waste Disposal	54.25	8,393.11	327.25	8,774.61	8,774.61
795 · Yolo Co	0.00	0.00	10,358.51	10,358.51	10,358.51
799 · Misc					
799.1 · Customer Refund - A...	0.00	0.00	599.32	599.32	599.32
<b>Total 799 · Misc</b>	<b>0.00</b>	<b>0.00</b>	<b>599.32</b>	<b>599.32</b>	<b>599.32</b>
<b>Total Services &amp; Supplies</b>	<b>12,683.22</b>	<b>53,989.95</b>	<b>71,205.15</b>	<b>137,878.32</b>	<b>137,878.32</b>
<b>Repairs &amp; Replacement</b>					
810 · R&R Buildings & Grounds	292.89	182.58	8.57	484.04	484.04
840 · R&R Vehicles	0.00	192.50	192.50	385.00	385.00
<b>Total Repairs &amp; Replacement</b>	<b>292.89</b>	<b>375.08</b>	<b>201.07</b>	<b>869.04</b>	<b>869.04</b>
<b>Total Expense</b>	<b>112,800.39</b>	<b>125,023.91</b>	<b>108,091.31</b>	<b>345,915.61</b>	<b>345,915.61</b>
<b>Net Income</b>	<b>-112,800.39</b>	<b>72,936.65</b>	<b>147,078.15</b>	<b>107,214.41</b>	<b>107,214.41</b>

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**Clearlake Oaks Co Water District  
PROJECTED BUDGET 2020-21**

2

Target % > **17%**

As of August 2020 Summary	<u>WATER</u>				<u>SEWER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
<b>Total Operating Revenue</b>	1,217,554	202,926	255,170	21%	1,157,800	192,967	197,960	17%
<b>Total Operating Expenses</b>	1,039,017	173,170	164,494	16%	1,193,337	198,889	181,424	15%
<b>Operating Balance (loss)</b>	<b>178,537</b>	<b>29,756</b>	<b>90,677</b>		<b>(35,537)</b>	<b>(5,923)</b>	<b>16,537</b>	
420 Connection Fees	10,000	1,667	-	0%	10,000	1,667	-	0%
435								
450 Other - Non S/W Rev	100,000	16,667	11,140	11%	100,000	16,667	9,794	10%
Reserves	150,000	25,000	-	0%	-	-	-	0%
<b>Net Change In Net Position (loss)</b>	<b>138,537</b>	<b>23,089</b>	<b>101,817</b>		<b>74,463</b>	<b>12,411</b>	<b>26,331</b>	

**Current Revenue Notes:**

440- Misc Water = Bulk Water

450 - Other - Non S/W Rev: ATT Lease and Tax Roll

**Past Revenue Notes**

General Ledger	\$495,793.00
District CRP	\$222,237.01
Paradise Cove CRP	\$12,321.74
Paradise Cove Escrow	\$12,321.74
Water Reserve	\$175,200.00
Sewer Reserve	\$5,000.00
LAIF Account	\$1,055,514.98
<b>Total</b>	<b>\$1,978,388.47</b>

As of August 2020 Operating Revenue	<u>WATER</u>				<u>SEWER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
410 Client Reg Pmt	1,182,554	197,092	210,256	18%	1,132,800	188,800	162,221	14%
430 Penalty & Interest	30,000	5,000	4,229	14%	25,000	4,167	2,065	8%
440 Misc	5,000	833	29,545	0%	0	0	23,880	0%
<b>Total Revenue &gt;</b>	<b>1,217,554</b>	<b>202,926</b>	<b>244,030</b>	<b>20%</b>	<b>1,157,800</b>	<b>192,967</b>	<b>188,166</b>	<b>16%</b>

As of August 2020 Operating Expenses	Budget				Actual			
	Annual	YTD	YTD	%	YTD	%	Spent	%
505 Salaries & Wages	318,237	53,040	54,302	17%	455,678	75,946	78,539	17%
520 FICA - District Share	26,341	4,390	3,970	15%	37,773	6,296	5,821	15%
530 Medical Ins - District Share	111,077	18,513	14,838	13%	166,616	27,769	21,197	13%
540 PERS - District Share	63,193	10,532	10,610	17%	73,976	12,329	12,421	17%
550 Unemployment	9,000	1,500	835	9%	9,000	1,500	835	9%
560 Workers Comp Ins	20,639	3,440	2,044	10%	26,543	4,424	1,760	7%
<b>Salaries and Employee Benefits &gt;</b>	<b>548,487</b>	<b>91,415</b>	<b>86,597</b>	<b>16%</b>	<b>769,587</b>	<b>128,264</b>	<b>120,571</b>	<b>16%</b>
605 Advertising	200	33	-	0%	200	33	-	0%
610 Bank Fees	10,010	1,668	1,997	20%	10,000	1,667	1,997	20%
620 Communications & Internet	13,000	2,167	1,882	14%	10,000	1,667	2,679	27%
622 Board Exp	3,750	625	-	0%	3,750	625	-	0%
625 Equip - Field (\$300-\$4999)	2,500	417	-	0%	4,000	667	-	0%
630 Equip - Office	1,500	250	-	0%	2,000	333	-	0%
640 Fuel & Oil	15,020	2,503	986	7%	16,300	2,717	1,371	8%
645 Insurance	30,000	5,000	8,570	29%	26,250	4,375	8,570	33%
650 Interest	-	-	-	0%	-	-	-	0%

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657	Lab	20,000	3,333	2,894	14%	15,000	2,500	3,622	24%
660	Memberships & Subscriptions	25,750	4,292	821	3%	29,750	4,958	820	3%
665	Mileage Reimb	750	125	-	0%	500	83	-	0%
670	Postage & Shipping	6,000	1,000	500	8%	6,000	1,000	500	8%
675	Professional Services	36,000	6,000	4,422	12%	19,000	3,167	4,560	24%
685	Rents	6,200	1,033	1,181	19%	6,200	1,033	1,181	19%
690	Safety & Security	2,500	417	1,565	63%	5,500	917	1,016	18%
700	Tools & Instruments	2,000	333	72	4%	2,500	417	197	8%
703	Supplies - Clothing & Personal	2,050	342	267	13%	2,300	383	565	25%
705	Supplies - Office	4,750	792	381	8%	5,250	875	398	8%
715	Treatment Chemicals	75,000	12,500	4,060	5%	48,000	8,000	4,428	9%
720	Supplies - Operating - Other	5,000	833	277	6%	22,000	3,667	1,111	5%
730	Taxes - Licenses	0	0	-	0%	0	0	-	0%
735	Training	3,750	625	1,351	36%	3,250	542	-	0%
745	Travel	1,000	167	-	0%	1,000	167	-	0%
750	Utilities	162,750	27,125	35,013	22%	125,750	20,958	18,898	15%
760	Waste Disposal	3,050	508	354	12%	52,250	8,708	8,420	16%
795	Yolo Co	48,000	8,000	10,359	22%				
799.1	Customer Refund	-	-	599	0%	-	-	-	0%
<b>Services and Supplies &gt;</b>		<b>480,530</b>	<b>80,088</b>	<b>77,548</b>	<b>16%</b>	<b>416,750</b>	<b>69,458</b>	<b>60,330</b>	<b>14%</b>
810	R&R Buildings & Grounds	7,000	1,167	156	2%	4,500	750	330	7%
815	R & R Damage Claims	0	0	-	0%	-	-	-	0%
820	R&R Lift Stations	-	-	-	0%	-	-	-	0%
830	R&R Equipment	0	0	-	0%	0	0	-	0%
832	R&R Mains/Service Lines	-	-	-	0%	-	-	-	0%
840	R&R Vehicles (\$2k/vehicle)	3,000	500	193	6%	2,500	417	193	8%
850	Maintenance Reserve Account	-	-	-		-	-	-	
<b>Repairs &amp; Replacement &gt;</b>		<b>10,000</b>	<b>1,667</b>	<b>349</b>	<b>3%</b>	<b>7,000</b>	<b>1,167</b>	<b>523</b>	<b>7%</b>
<b>Total Expenses &gt;</b>		<b>1,039,017</b>	<b>173,170</b>	<b>164,494</b>	<b>16%</b>	<b>1,193,337</b>	<b>198,889</b>	<b>181,424</b>	<b>15%</b>

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**Clearlake Oaks Co Water District  
PROJECTED BUDGET 2020-21**

2

Target % > **17%**

As of July 2020 Summary	<u>WATER</u>				<u>SEWER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
<b>Total Operating Revenue</b>	1,217,554	202,926	255,170	21%	1,157,800	192,967	197,960	17%
<b>Total Operating Expenses</b>	1,039,017	173,170	164,494	16%	1,193,337	198,889	181,424	15%
<b>Operating Balance (loss)</b>	<b>178,537</b>	<b>29,756</b>	<b>90,677</b>		<b>(35,537)</b>	<b>(5,923)</b>	<b>16,537</b>	
420 Connection Fees	10,000	1,667	-	0%	10,000	1,667	-	0%
435			-				-	
450 Other - Non S/W Rev	100,000	16,667	11,140	11%	100,000	16,667	9,794	10%
Reserves	150,000	25,000	-	0%	-	-	-	0%
<b>Net Change In Net Position (loss)</b>	<b>138,537</b>	<b>23,089</b>	<b>101,817</b>		<b>74,463</b>	<b>12,411</b>	<b>26,331</b>	

**Current Revenue Notes:**

440- Misc Water = Bulk Water

450 - Other - Non S/W Rev: ATT Lease and Tax Roll

**Past Revenue Notes**

General Ledger	\$0.00
District CRP	\$0.00
Paradise Cove CRP	\$0.00
Paradise Cove Escrow	\$0.00
Water Reserve	\$0.00
Sewer Reserve	\$0.00
LAIF Account	\$0.00
<b>Total</b>	<b>\$0.00</b>

As of July 2020 Operating Revenue	<u>WATER</u>				<u>SEWER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
410 Client Reg Pmt	1,182,554	197,092	210,256	18%	1,132,800	188,800	162,221	14%
430 Penalty & Interest	30,000	5,000	4,229	14%	25,000	4,167	2,065	8%
440 Misc	5,000	833	29,545	0%	0	0	23,880	0%
<b>Total Revenue &gt;</b>	<b>1,217,554</b>	<b>202,926</b>	<b>244,030</b>	<b>20%</b>	<b>1,157,800</b>	<b>192,967</b>	<b>188,166</b>	<b>16%</b>

As of July 2020 Operating Expenses	Budget				Actual			
	Annual	YTD	Amount	%	YTD	Spent	%	
505 Salaries & Wages	318,237	53,040	54,302	17%	455,678	75,946	78,539	17%
520 FICA - District Share	26,341	4,390	3,970	15%	37,773	6,296	5,821	15%
530 Medical Ins - District Share	111,077	18,513	14,838	13%	166,616	27,769	21,197	13%
540 PERS - District Share	63,193	10,532	10,610	17%	73,976	12,329	12,421	17%
550 Unemployment	9,000	1,500	835	9%	9,000	1,500	835	9%
560 Workers Comp Ins	20,639	3,440	2,044	10%	26,543	4,424	1,760	7%
<b>Salaries and Employee Benefits &gt;</b>	<b>548,487</b>	<b>91,415</b>	<b>86,597</b>	<b>16%</b>	<b>769,587</b>	<b>128,264</b>	<b>120,571</b>	<b>16%</b>
605 Advertising	200	33	-	0%	200	33	-	0%
610 Bank Fees	10,010	1,668	1,997	20%	10,000	1,667	1,997	20%
620 Communications & Internet	13,000	2,167	1,882	14%	10,000	1,667	2,679	27%
622 Board Exp	3,750	625	-	0%	3,750	625	-	0%
625 Equip - Field (\$300-\$4999)	2,500	417	-	0%	4,000	667	-	0%
630 Equip - Office	1,500	250	-	0%	2,000	333	-	0%
640 Fuel & Oil	15,020	2,503	986	7%	16,300	2,717	1,371	8%
645 Insurance	30,000	5,000	8,570	29%	26,250	4,375	8,570	33%
650 Interest	-	-	-	0%	-	-	-	0%

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657	Lab	20,000	3,333	2,894	14%	15,000	2,500	3,622	24%
660	Memberships & Subscriptions	25,750	4,292	821	3%	29,750	4,958	820	3%
665	Mileage Reimb	750	125	-	0%	500	83	-	0%
670	Postage & Shipping	6,000	1,000	500	8%	6,000	1,000	500	8%
675	Professional Services	36,000	6,000	4,422	12%	19,000	3,167	4,560	24%
685	Rents	6,200	1,033	1,181	19%	6,200	1,033	1,181	19%
690	Safety & Security	2,500	417	1,565	63%	5,500	917	1,016	18%
700	Tools & Instruments	2,000	333	72	4%	2,500	417	197	8%
703	Supplies - Clothing & Personal	2,050	342	267	13%	2,300	383	565	25%
705	Supplies - Office	4,750	792	381	8%	5,250	875	398	8%
715	Treatment Chemicals	75,000	12,500	4,060	5%	48,000	8,000	4,428	9%
720	Supplies - Operating - Other	5,000	833	277	6%	22,000	3,667	1,111	5%
730	Taxes - Licenses	0	0	-	0%	0	0	-	0%
735	Training	3,750	625	1,351	36%	3,250	542	-	0%
745	Travel	1,000	167	-	0%	1,000	167	-	0%
750	Utilities	162,750	27,125	35,013	22%	125,750	20,958	18,898	15%
760	Waste Disposal	3,050	508	354	12%	52,250	8,708	8,420	16%
795	Yolo Co	48,000	8,000	10,359	22%				
799.1	Customer Refund	-	-	599	0%	-	-	-	0%
<b>Services and Supplies &gt;</b>		<b>480,530</b>	<b>80,088</b>	<b>77,548</b>	<b>16%</b>	<b>416,750</b>	<b>69,458</b>	<b>60,330</b>	<b>14%</b>
810	R&R Buildings & Grounds	7,000	1,167	156	2%	4,500	750	330	7%
815	R & R Damage Claims	0	0	-	0%	-	-	-	0%
820	R&R Lift Stations	-	-	-	0%	-	-	-	0%
830	R&R Equipment	0	0	-	0%	0	0	-	0%
832	R&R Mains/Service Lines	-	-	-	0%	-	-	-	0%
840	R&R Vehicles (\$2k/vehicle)	3,000	500	193	6%	2,500	417	193	8%
850	Maintenance Reserve Account	-	-	-	-	-	-	-	-
<b>Repairs &amp; Replacement &gt;</b>		<b>10,000</b>	<b>1,667</b>	<b>349</b>	<b>3%</b>	<b>7,000</b>	<b>1,167</b>	<b>523</b>	<b>7%</b>
<b>Total Expenses &gt;</b>		<b>1,039,017</b>	<b>173,170</b>	<b>164,494</b>	<b>16%</b>	<b>1,193,337</b>	<b>198,889</b>	<b>181,424</b>	<b>15%</b>

2 Administration - Budget Variance Report July 1, 2020 through June 30, 2021 Target % > **16.7%** GL ADMIN

As of July 2020		2020-2021 Budget		Actual	%	Total
Expenses	Annual	YTD	YTD	Spent	Remaining	
505 Salaries & Wages	375,051	62,509	61,893	16.5%	313,158	
520 FICA - District Share	31,190	5,198	4,627	14.8%	26,563	
530 Medical Ins - District Share	95,550	15,925	13,086	13.7%	82,464	
540 PERS-District Share (incl unfunded Liab, 14.5K)	108,563	18,094	17,887	16.5%	90,676	
550 Unemployment	18,000	3,000	1,669	9.3%	16,331	
560 Workers Comp Ins	8,913	1,485	662	7.4%	8,251	
Salaries and Employee Benefits >	637,268	106,211	99,824	<b>15.7%</b>	537,444	
605 Advertising	400	67	-	0.0%	400	
610 Bank Fees	20,000	3,333	3,993	20.0%	16,007	
620 Communications & Internet	7,000	1,167	460	6.6%	6,540	
622 Board Exp	7,500	1,250		0.0%	7,500	
625 Equip - Field (up to \$4999)	0	0		0.0%	0	
630 Equip - Office	2,000	333		0.0%	2,000	
640 Fuel & Oil	0	0		0.0%	0	
645 Insurance	0	0		0.0%	0	
650 Interest	0	0		0.0%	0	
657 Outsource Lab / Internal Lab	0	0		0.0%	0	
660 Memberships & Subscriptions	1,500	250	145	9.7%	1,355	
665 Mileage Reimb	500	83		0.0%	500	
670 Postage & Shipping	12,000	2,000	1,000	8.3%	11,000	
675 Professional Services (Legal, IT, CUSI annual)	22,000	3,667	2,724	12.4%	19,276	
685 Rents	12,400	2,067	2,361	19.0%	10,039	
690 Safety & Security (boots)	1,000	167	285	28.5%	715	
700 Tools & Instruments	0	0		0.0%	0	
703 Supplies - Clothing & Personal	600	100		0.0%	600	
705 Supplies - Office	7,500	1,250	477	6.4%	7,023	
715 Treatment Chemicals	0	0		0.0%	0	
720 Supplies - Operating - Other	0	0		0.0%	0	
730 Taxes - Licenses	0	0		0.0%	0	
735 Training, Certs (Classes, books)	3,500	583		0.0%	3,500	
745 Travel / Lodging	1,000	167		0.0%	1,000	
750 Utilities	5,500	917	1,185	21.5%	4,315	
760 Waste Disposal	500	83	54	10.8%	446	
795 Yolo Co	0	0		0.0%	0	
799 Misc	0	0		0.0%	0	
Services and Supplies >	104,900	17,483	12,684	<b>12.1%</b>	92,216	
810 R&R Buildings & Grounds	4,000	667	293	7.3%	3,707	
815 R & R Damage Claims	0	0		0.0%	0	
820 R&R Lift Stations	-	-		0.0%	-	
830 R&R Equipment	0	0		0.0%	0	
832 R&R Mains/Service Lines	0	0		0.0%	0	
840 R&R Vehicles (\$2k/vehicle)	0	0		0.0%	0	
Repairs & Replacement >	4,000	667	293	<b>7.3%</b>	3,707	
<b>Total Expenses &gt;</b>	<b>746,168</b>	<b>124,361</b>	<b>112,801</b>	<b>15.1%</b>	<b>633,367</b>	

**Expense Notes**

505 Salaries & Wages Three payrolls in the month of July

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2 Sewer - Budget Variance Report July 1, 2020 through June 30, 2021 Target % > 16.7% GL SEWER

As of July 2020		2020-2021 Budget		Actual	16.7%	GL SEWER
Expenses	Annual	YTD	YTD	% Spent	Total Remaining	
505 Salaries & Wages	268,152	44,692	47,592	17.7%	220,560	
520 FICA - District Share	22,178	3,696	3,507	15.8%	18,671	
530 Medical Ins - District Share	118,841	19,807	14,654	12.3%	104,187	
540 PERS - District Share (\$14.5K Unfunded)	19,694	3,282	3,477	17.7%	16,217	
550 Unemployment	0	0		0.0%	0	
560 Workers Comp Ins	22,087	3,681	1,429	6.5%	20,658	
Salaries and Employee Benefits >	450,952	75,159	70,659	15.7%	380,293	
605 Advertising	0	0		0.0%	0	
610 Bank Fees	0	0		0.0%	0	
620 Communications & Internet	4,000	667	2,449	61.2%	1,551	
622 Board Exp	0	0		0.0%	0	
625 Equip - Field (up to \$4999)	1,500	250		0.0%	1,500	
630 Equip - Office	1,000	167		0.0%	1,000	
640 Fuel & Oil (Schaeffers)	13,500	2,250	1,371	10.2%	12,129	
645 Insurance	26,250	4,375	8,570	32.6%	17,680	
650 Interest	0	0		0.0%	0	
657 Outsource Lab / Internal Lab	15,000	2,500	3,622	24.1%	11,378	
660 Memberships & Subscriptions	29,000	4,833	747	2.6%	28,253	
665 Mileage Reimb	250	42		0.0%	250	
670 Postage & Shipping	0	0		0.0%	0	
675 Professional Services (SCADA)	8,000	1,333	3,198	40.0%	4,802	
685 Rents	0	0		0.0%	0	
690 Safety & Security (includes boots)	5,000	833	873	17.5%	4,127	
700 Tools & Instruments	2,500	417	197	7.9%	2,303	
703 Supplies - Clothing & Personal	2,000	333	565	28.3%	1,435	
705 Supplies - Office	1,500	250	159	10.6%	1,341	
715 Treatment Chemicals	48,000	8,000	4,428	9.2%	43,572	
720 Supplies-Operating-Other-Titan Tubes	22,000	3,667	1,111	5.1%	20,889	
730 Taxes - Licenses	-	-			-	
735 Training, Certs (classes, books)	1,500	250		0.0%	1,500	
745 Travel / Lodging	500	83		0.0%	500	
750 Utilities	123,000	20,500	18,305	14.9%	104,695	
760 Waste Disposal	52,000	8,667	8,393	16.1%	43,607	
795 Yolo Co	0	0		0.0%	0	
799 Misc	0	0		0.0%	0	
799.1 Customer Refund						
Services and Supplies >	356,500	59,417	53,988	15.1%	302,512	
810 R&R Buildings & Grounds	2,500	417	183	7.3%	2,317	
815 R & R Damage Claims	0	0		0.0%	0	
820 R&R Lift Stations	0	0		0.0%	0	
830 R&R Equipment	0	0		0.0%	0	
832 R&R Mains/Service Lines	0	0	-	0.0%	-	
840 R&R Vehicles	2,500	417	193	7.7%	2,307	
	-	-		0.0%	-	
Repairs & Replacement >	5,000	833	376	7.5%	4,624	
<b>Total Expenses &gt;</b>	<b>812,452</b>	<b>135,409</b>	<b>125,023</b>	<b>15.4%</b>	<b>687,429</b>	

Expense Notes

620 Communications and Internet

675 Professional Services

New Ipads w/monthly data for SCADA, drawings and Internet

Annual Audit 50% due now

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**Clearlake Oaks County Water District**  
**CRP/CIP Profit and Loss**  
**July through August 2020**

	PC (CRP)	Water (CRP)	Sewer (CRP)	Total CRP	TOTAL
<b>Income</b>					
<b>Income</b>					
425 · CRP (Capital Replacment Plan)	3,084.88	64,435.47	60,577.14	128,097.49	128,097.49
430 · Penalty & Interest	33.68	1,321.16	999.17	2,354.01	2,354.01
<b>Total Income</b>	<u>3,118.56</u>	<u>65,756.63</u>	<u>61,576.31</u>	<u>130,451.50</u>	<u>130,451.50</u>
<b>Total Income</b>	<u>3,118.56</u>	<u>65,756.63</u>	<u>61,576.31</u>	<u>130,451.50</u>	<u>130,451.50</u>
<b>Gross Profit</b>	<u>3,118.56</u>	<u>65,756.63</u>	<u>61,576.31</u>	<u>130,451.50</u>	<u>130,451.50</u>
<b>Expense</b>					
<b>Salaries &amp; EE Benefits</b>					
505 · Salaries & Wages	0.00	13,291.90	43,391.78	56,683.68	56,683.68
520 · FICA - District Share	0.00	997.46	3,205.21	4,202.67	4,202.67
530 · Medical Ins - Dist Share	0.00	1,773.64	4,953.26	6,726.90	6,726.90
540 · PERS - District Share	0.00	615.70	2,008.31	2,624.01	2,624.01
550 · Unemployment	0.00	0.00	3,337.44	3,337.44	3,337.44
560 · Workers Comp Ins	0.00	1,312.62	1,312.62	2,625.24	2,625.24
<b>Total Salaries &amp; EE Benefits</b>	<u>0.00</u>	<u>17,991.32</u>	<u>58,208.62</u>	<u>76,199.94</u>	<u>76,199.94</u>
<b>Services &amp; Supplies</b>					
620 · Communications & Internet	0.00	217.64	217.60	435.24	435.24
640 · Fuel & Oil	0.00	940.99	940.97	1,881.96	1,881.96
690 · Safety & Security	0.00	4,041.20	223.28	4,264.48	4,264.48
703 · Supplies - Clothing & Personal	0.00	349.94	300.00	649.94	649.94
715 · Supplies-Chemicals-Operating	0.00	1,473.23	0.00	1,473.23	1,473.23
<b>Total Services &amp; Supplies</b>	<u>0.00</u>	<u>7,023.00</u>	<u>1,681.85</u>	<u>8,704.85</u>	<u>8,704.85</u>
<b>Repairs &amp; Replacement</b>					
810 · R&R Buildings & Grounds	0.00	79.00	2,600.00	2,679.00	2,679.00
820 · R&R Lift Stations	0.00	0.00	500.00	500.00	500.00
830 · R&R Equipment	127.66	5,972.60	3,011.50	9,111.76	9,111.76
832 · R&R Mains and Sewer Lines	0.00	1,065.78	1,065.76	2,131.54	2,131.54
840 · R&R Vehicles	0.00	2,877.61	468.84	3,346.45	3,346.45
<b>Total Repairs &amp; Replacement</b>	<u>127.66</u>	<u>9,994.99</u>	<u>7,646.10</u>	<u>17,768.75</u>	<u>17,768.75</u>
<b>Total Expense</b>	<u>127.66</u>	<u>35,009.31</u>	<u>67,536.57</u>	<u>102,673.54</u>	<u>102,673.54</u>
<b>Net Income</b>	<u><u>2,990.90</u></u>	<u><u>30,747.32</u></u>	<u><u>-5,960.26</u></u>	<u><u>27,777.96</u></u>	<u><u>27,777.96</u></u>

Clearlake Oaks Co Water District  
**Budget Variance Report July 1, 2020 through June 30, 2021**

2 Target % > **16.7%** **CRP-PC**  
**As of July 2020**

Summary	Budget Annual	YTD	Actual YTD Amount	%
PC CRP Revenue	19,536	3,256	3,119	16.0%
PC CRP Expenses	0	0	128	0.0%

Expenses	2020-2021 Budget Annual	YTD	Actual YTD	% Spent	Total emaining
<b>Salaries and Employee Benefits &gt;</b>	-	-	-	<b>0.0%</b>	-
605 Advertising	-	-	-	0.0%	-
610 Bank Fees	-	-	-	0.0%	-
620 Communications & Internet	-	-	-	0.0%	-
622 Board Exp	-	-	-	0.0%	-
625 Equip - Field (up to \$4999)	-	-	-	0.0%	-
630 Equip - Office	-	-	-	0.0%	-
640 Fuel & Oil	-	-	-	0.0%	-
645 Insurance	-	-	-	0.0%	-
650 Interest	-	-	-	0.0%	-
657 Outsource Lab / Internal Lab	-	-	-	0.0%	-
660 Memberships & Subscriptions	-	-	-	0.0%	-
665 Mileage Reimb	-	-	-	0.0%	-
670 Postage & Shipping	-	-	-	0.0%	-
675 Professional Services (SCADA)	-	-	-	0.0%	-
685 Rents	-	-	-	0.0%	-
690 Safety & Security (includes bc	-	-	-	0.0%	-
700 Tools & Instruments	-	-	-	0.0%	-
703 Supplies - Clothing & Personal	-	-	-	0.0%	-
705 Supplies - Office	-	-	-	0.0%	-
715 Treatment Chemicals	-	-	-	0.0%	-
720 Supplies - Operating - Other	-	-	-	0.0%	-
730 Taxes - Licenses	-	-	-	0.0%	-
735 Training, Certs (classes, book:	-	-	-	0.0%	-
745 Travel / Lodging	-	-	-	0.0%	-
750 Utilities	-	-	-	0.0%	-
760 Waste Disposal	-	-	-	0.0%	-
795 Yolo Co	-	-	-	0.0%	-
799 Misc	0	0	-	0.0%	0
<b>Services and Supplies &gt;</b>	<b>0</b>	<b>0</b>	-	<b>0.0%</b>	<b>0</b>
810 R&R Buildings & Grounds	-	-	-	0.0%	-
815 R & R Damage Claims	0	0	-	0.0%	0
820 R&R Lift Stations	-	-	-	0.0%	-
830 R&R Equipment	-	-	128	0.0%	(128)
832 R&R Mains/Laterals	-	-	-	0.0%	-
840 R&R Vehicles	-	-	-	0.0%	-
<b>Repairs &amp; Replacement &gt;</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>0.0%</b>	<b>(128)</b>
<b>Total Expenses &gt;</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>0.0%</b>	<b>(128)</b>

**830 Dosage tank repair**

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Clearlake Oaks Co Water District  
**Budget Variance Report July 1, 2020 through June 30, 2021**

2

Target % > **16.7%** **CRP-WATER**

<b>As of July 2020</b>		<b>WATER - CRP</b>				
<b>Summary</b>	<b>Budget</b>			<b>Actual YTD</b>		
	<b>Annual</b>	<b>YTD</b>		<b>Amount</b>	<b>%</b>	
<b>WATER CRP Revenue</b>	411,876	68,646	65,757	16.0%	0%	
<b>WATER CRP Expenses</b>	265,148	44,191	35,012	13.2%	0%	
USDA Payment 1st year	140,000	23,333				
<b>Operating Balance</b>	<b>6,728</b>	<b>1,121</b>	<b>30,745</b>			
		<b>2020-2021 Budget</b>	<b>Actual</b>	<b>%</b>	<b>Total</b>	
	<b>Expenses</b>	<b>Annual</b>	<b>YTD</b>	<b>YTD</b>	<b>Spent</b>	<b>Remaining</b>
505	Salaries & Wages	91,124	15,187	13,292	14.6%	77,832
520	FICA - District Share	7,480	1,247	998	13.3%	6,482
530	Medical Ins - District Share	43,595	7,266	1,774	4.1%	41,821
540	PERS - District Share	6,670	1,112	616	9.2%	6,054
550	Unemployment	0	0		0.0%	0
560	Workers Comp Ins	8,779	1,463	1,313	15.0%	7,466
	<b>Salaries and Employee Benefits &gt;</b>	<b>157,648</b>	<b>26,275</b>	<b>17,993</b>	<b>11.4%</b>	<b>139,655</b>
605	Advertising	0	0	-	0.0%	0
610	Bank Fees	0	0	-	0.0%	0
620	Communications & Internet	5,000	833	218	4.4%	4,782
622	Board Exp	0	0		0.0%	0
625	Equip - Field (up to \$4999)	1,250	208		0.0%	1,250
630	Equip - Office	-	-		0.0%	-
640	Fuel & Oil	6,500	1,083	941	14.5%	5,559
645	Insurance	0	0		0.0%	0
650	Interest	0	0		0.0%	0
657	Outsource Lab / Internal Lab	2,500	417		0.0%	2,500
660	Memberships & Subscriptions	0	0		0.0%	0
665	Mileage Reimb	0	0		0.0%	0
670	Postage & Shipping	0	0		0.0%	0
675	Professional Services Leak Chk	-	-		0.0%	-
685	Rents	0	0		0.0%	0
690	Safety & Sec (includes boots)	3,500	583	4,041	0.0%	(541)
700	Tools & Instruments	750	125		0.0%	750
703	Supplies - Clothing & Personal	1,500	250	350	0.0%	1,150
705	Supplies - Office	150	25		0.0%	150
715	Treatment Chemicals	0	0	1,473	0.0%	(1,473)
720	Supplies - Operating - Other	7,500	1,250		0.0%	7,500
730	Taxes - Licenses	0	0		0.0%	0
735	Training, Certs (classes, books)	750	125		0.0%	750
745	Travel / Lodging	600	100		0.0%	600
750	Utilities	0	0		0.0%	0
760	Waste Disposal	0	0		0.0%	0
795	Yolo Co	0	0		0.0%	0
799	Misc	0	0		0.0%	0
	<b>Services and Supplies &gt;</b>	<b>30,000</b>	<b>5,000</b>	<b>7,023</b>	<b>23.4%</b>	<b>22,977</b>
810	R&R Buildings & Grounds	7,500	1,250	79	1.1%	7,421
815	R & R Damage Claims	0	0		0.0%	0
820	R&R Lift Stations	0	0		0.0%	0
830	R&R Equipment	25,000	4,167	5,973	23.9%	19,027
832	R&R Mains/Service Lines/Tanks	25,000	4,167	1,066	4.3%	23,934
840	R&R Vehicles	20,000	3,333	2,878	14.4%	17,122
	<b>Repairs &amp; Replacement &gt;</b>	<b>77,500</b>	<b>12,917</b>	<b>9,996</b>	<b>12.9%</b>	<b>67,504</b>
	<b>Total Expenses &gt;</b>	<b>265,148</b>	<b>44,191</b>	<b>35,012</b>	<b>13.2%</b>	<b>230,136</b>

**Expense Notes**

**840 V-27 Transmission Repair**

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**Clearlake Oaks Co Water District**  
**Budget Variance Report July 1, 2020 through June 30, 2021**

2 **SEWER-CRP** Target % > **16.7%** **CRP-SEWER**

As of July 2020

Summary	Budget		Actual YTD			
	Annual	YTD	Amount	%		
<b>SEWER CRP Revenue</b>	396,097	66,016	61,576	15.5%	0%	
<b>SEWER CRP Expenses</b>	430,722	71,787	67,537	15.7%	0%	
bridge Loan Interest	-	-	-			
USDA Annual Payment	105,280	17,547				
	-	-	-			
	-	-	-			
<b>Operating Balance (loss)</b>	<b>(139,905)</b>	<b>(23,317)</b>	<b>(5,961)</b>			

Expenses	2020-2021 Budget		Actual YTD	%	Total Remaining
	Annual	YTD			
505 Salaries & Wages	210,135	35,022	43,392	20.6%	166,743
520 FICA - District Share	17,317	2,886	3,205	18.5%	14,112
530 Medical Ins - District Share	59,719	9,953	4,953	8.3%	54,766
540 PERS - District Share	7,884	1,314	2,008	25.5%	5,876
550 Unemployment	-	-	3,337	0.0%	(3,337)
560 Workers Comp Ins	20,716	3,453	1,313	6.3%	19,403
<b>Salaries and Employee Benefits &gt;</b>	<b>315,772</b>	<b>52,629</b>	<b>58,208</b>	<b>18.4%</b>	<b>257,564</b>
605 Advertising	0	0	-	0.0%	0
610 Bank Fees	0	0	-	0.0%	0
620 Communications & Internet	5,000	833	218	4.4%	4,782
622 Board Exp	0	0	-	0.0%	0
625 Equip - Field (up to \$4999)	1,250	208	-	0.0%	1,250
630 Equip - Office	-	-	-	0.0%	-
640 Fuel & Oil	6,500	1,083	941	14.5%	5,559
645 Insurance	0	0	-	0.0%	0
650 Interest	0	0	-	0.0%	0
657 Outsource Lab / Internal Lab	0	0	-	0.0%	0
660 Memberships & Subscriptions	0	0	-	0.0%	0
665 Mileage Reimb	0	-	-	0.0%	0
670 Postage & Shipping	0	0	-	0.0%	0
675 Professional Services (SCADA)	0	0	-	0.0%	0
685 Rents	-	-	-	0.0%	-
690 Safety & Security (includes boots)	1,500	250	223	0.0%	1,277
700 Tools & Instruments	200	33	-	0.0%	200
703 Supplies - Clothing & Personal	300	50	300	0.0%	-
705 Supplies - Office	100	17	-	0.0%	100
715 Treatment Chemicals	0	0	-	0.0%	0
720 Supplies - Operating - Other	7,500	1,250	-	0.0%	7,500
730 Taxes - Licenses	0	0	-	0.0%	0
735 Training, Certs (classes, books)	1,200	200	-	0.0%	1,200
745 Travel / Lodging	400	67	-	0.0%	400
750 Utilities	0	0	-	0.0%	0
760 Waste Disposal	0	0	-	0.0%	0
795 Yolo Co	0	0	-	0.0%	0
799 Misc	0	0	-	0.0%	0
<b>Services and Supplies &gt;</b>	<b>23,950</b>	<b>3,992</b>	<b>1,682</b>	<b>7.0%</b>	<b>22,268</b>
810 R&R Buildings & Grounds	10,000	1,667	2,600	26.0%	7,400
815 R & R Damage Claims	0	0	-	0.0%	0
820 R&R Lift Stations	20,000	3,333	500	2.5%	19,500
830 R&R Equipment	25,000	4,167	3,012	12.0%	21,988
832 R&R Mains/Laterals	25,000	4,167	1,066	4.3%	23,934
840 R&R Vehicles	11,000	1,833	469	4.3%	10,531
	-	-	-	0.0%	-
<b>Repairs &amp; Replacement &gt;</b>	<b>91,000</b>	<b>15,167</b>	<b>7,647</b>	<b>8.4%</b>	<b>83,353</b>
<b>Total Expenses &gt;</b>	<b>430,722</b>	<b>71,787</b>	<b>67,537</b>	<b>15.7%</b>	<b>363,185</b>

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## Clearlake Oaks County Water District Capital Improvements As of August 31, 2020

Date	Name	Memo	Class	Amount
<b>130 · Const In Progress - Studies</b>				
08/03/2020	Badger Meter	2 ea. IR Communica...	Loan/Grant:...	195.87
Total 130 · Const In Progress - Studies				195.87
<b>138 · USDA Water Improvements</b>				
07/05/2020	MC Engineering, Inc	USDA Water Improv...	Loan/Grant:...	37,570.58
07/15/2020	BKF Engineers	Services May 25, 20...	Loan/Grant:...	960.00
08/01/2020	AES - Analytical Envir...	Professional service...	Loan/Grant:...	1,182.50
08/05/2020	MC Engineering, Inc	USDA Water Improv...	Loan/Grant:...	26,802.80
08/06/2020	BKF Engineers	Services 6/29/2020 -...	Loan/Grant:...	1,440.00
Total 138 · USDA Water Improvements				67,955.88
<b>128 · Sewer Infrstrcture &amp; Rehab Proj (Phase 1 was the installation of the Force Main)</b>				
Total 128 · Sewer Infrstrcture & Rehab Proj (Phase 1 was the installation of the F...				
121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of water distrib...				
<b>131 · Waste Water Plant</b>				
<b>131.1 · Pumps/Equipment</b>				
08/20/2020	Commercial Pump & ...	WWTP - Effluent Pu...	CRP:Sewer	9,680.00
Total 131.1 · Pumps/Equipment				9,680.00
<b>131 · Waste Water Plant - Other</b>				
Total 131 · Waste Water Plant - Other				
Total 131 · Waste Water Plant				9,680.00
<b>126 · Forcemain (phase 1) Cap. Imprv.</b>				
Total 126 · Forcemain (phase 1) Cap. Imprv.				
<b>123 · USDA - Sewer Plant Cap Imprvmt</b>				
Total 123 · USDA - Sewer Plant Cap Imprvmt				
<b>127 · Water Plant</b>				
<b>127.6 · Swan AMI Turbiwell Monitor</b>				
Total 127.6 · Swan AMI Turbiwell Monitor				
<b>127.5 · A/C installation for Filter Rm</b>				
Total 127.5 · A/C installation for Filter Rm				
<b>127.4 · PH System</b>				
Total 127.4 · PH System				
<b>127.2 · Harvy Vault Chlor Inject Proj</b>				
Total 127.2 · Harvy Vault Chlor Inject Proj				
<b>127.1 · Major Equipment</b>				
Total 127.1 · Major Equipment				
<b>127 · Water Plant - Other</b>				
Total 127 · Water Plant - Other				
Total 127 · Water Plant				
<b>120 · District General CRP (EQUIPMENT - WAS 1011181)</b>				
<b>120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - WAS 1011190)</b>				
Total 120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - ...				
<b>120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)</b>				
Total 120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)				
<b>120.90 · Vehicles/Generators/Trailers</b>				
Total 120.90 · Vehicles/Generators/Trailers				
<b>120 · District General CRP (EQUIPMENT - WAS 1011181) - Other</b>				
Total 120 · District General CRP (EQUIPMENT - WAS 1011181) - Other				
Total 120 · District General CRP (EQUIPMENT - WAS 1011181)				
<b>122 · Bldgs/Grounds Cap Improvements</b>				
Total 122 · Bldgs/Grounds Cap Improvements				
<b>124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS 1011161)</b>				

**Clearlake Oaks County Water District  
 Capital Improvements  
 As of August 31, 2020**

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Class</u>	<u>Amount</u>
<b>124.30 · Lift Stations</b>				
<b>124.31 · Lift Station 7 Bypass</b>				
Total 124.31 · Lift Station 7 Bypass				
<b>124.30 · Lift Stations - Other</b>				
08/04/2020	Southport Control Sol...	Lift station PLC and ...	CRP:Sewer	1,950.00
Total 124.30 · Lift Stations - Other				<u>1,950.00</u>
Total 124.30 · Lift Stations				1,950.00
<b>124.50 · Mains</b>				
Total 124.50 · Mains				
<b>124.60 · Meters</b>				
Total 124.60 · Meters				
<b>124.90 · Water Tanks</b>				
Total 124.90 · Water Tanks				
<b>124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS 1011161) - Other</b>				
07/28/2020	Pace	Hydrant supplies for ...	CRP:Water	3,612.17
07/28/2020	Pace	Fire hydrant	CRP:Water	3,233.20
Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWE...				<u>6,845.37</u>
Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - ...				8,795.37
<b>125 · Land - Dist. Cap. Improvements</b>				
Total 125 · Land - Dist. Cap. Improvements				
<b>129 · ALLOW. FOR DEPRECIATION</b>				
Total 129 · ALLOW. FOR DEPRECIATION				
<b>TOTAL</b>				<u><u>86,627.12</u></u>

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### Accounts

[Transfer Settings](#)

#### CRP PC \*6192

Available	**\$12,321.74
Current	\$12,321.74

#### CRP SEWER \*3745

Available	**\$87,603.22
Current	\$87,603.22

#### GENERAL LEDGER \*9122

Available	**\$495,793.00
Current	\$480,407.77

#### PC ESCROW \*6184

Available	**\$182,704.82
Current	\$182,704.82

#### PUBLIC REGULAR CHK \*8503

Available	**\$175,200.00
Current	\$175,200.00

#### PUBLIC REGULAR CHK \*9592

Available	**\$5,000.00
Current	\$5,000.00

### Make a Payment

Make paying bills fast and easy

Pay your bills on one screen in seconds.

[Sign up for payments](#)

### Purchase Rewards

You currently have no rewards available. Check back soon.



\*6192-CRP PC

[change account](#) ▼

[How does this work?](#)

### Money Management

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CRP WATER \*6990

Available \*\*\$134,633.79

Current \$134,633.79

### BALANCE TOTALS

Total Deposit Accounts \$1,077,871.34

\*\*This balance may include overdraft or line of credit funds

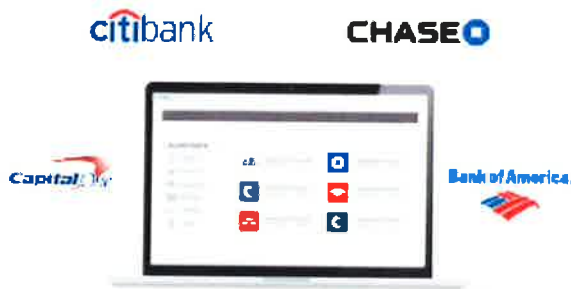
## Budgets made easy!



Every transaction is automatically categorized and put into a budget to help you stay on track.

Start now

### Outside Accounts



No outside accounts added.

Add account

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# California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

September 14, 2020

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

## CLEARLAKE OAKS COUNTY WATER DISTRICT

AUDITOR/SECRETARY  
P.O. BOX 709  
12952 HIGHWAY 20  
CLEARLAKE OAKS, CA 95423-0709

[Tran Type Definitions](#)

**Account Number:** 90-17-001

August 2020 Statement

### Account Summary

Total Deposit:	0.00	Beginning Balance:	1,055,514.98
Total Withdrawal:	0.00	Ending Balance:	1,055,514.98

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**Aged Accounts Receivable**  
**As of 09/14/2020**

0-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days	Total Balance
\$103,047.95	\$25,918.24	\$16,625.75	\$11,540.74	\$179,556.23	<b><u>\$336,688.91</u></b>

Total number of accounts with open balances: 913

These totals include all accounts on the Tax Roll

<b>Water</b>	\$87,670.66
<b>Water Penalty</b>	\$6,322.77
<b>Sewer</b>	\$140,249.85
<b>Sewer Penalty</b>	\$9,157.60
<b>CRP Water</b>	\$37,420.92
<b>CRP Water Penalty</b>	\$1,356.69
<b>CRP Sewer</b>	\$51,288.87
<b>CRP Sewer Penalty</b>	\$2,516.69
<b>CRP PC</b>	\$692.05
<b>CRP PC Penalty</b>	\$12.81
<b>Total Balance:</b>	<b>\$336,688.91</b>

**Clearlake Oaks County Water District**  
**Payroll Summary**  
**August 2020**

	Hours	Rate	Aug 20
<b>Employee Wages, Taxes and Adjustments</b>			
<b>Gross Pay</b>			
CTO Saved	-39	39.48	-1,630.42
CTO Used	51	22.66	1,735.26
Overtime (x1.5)	133.75	39.14	5,603.16
PTO	172.25	26.09	5,476.73
Straight	2,092.25	26.09	58,966.56
Duty Pay			4,025.00
Retro Pay			1,448.00
<b>Total Gross Pay</b>	<b>2,410.25</b>		<b>75,624.29</b>
<b>Deductions from Gross Pay</b>			
ACWA (pre-tax)			-2,683.30
AFLAC (pre-tax)			-430.62
AFLAC (taxable) AFTER TAX			-161.64
CALPers 457			-400.00
CALPers EE (Pretax)			-3,907.91
<b>Total Deductions from Gross Pay</b>			<b>-7,583.47</b>
<b>Adjusted Gross Pay</b>	<b>2,410.25</b>		<b>68,040.82</b>
<b>Taxes Withheld</b>			
Federal Withholding			-5,232.00
Medicare Employee			-1,051.40
Social Security Employee			-4,495.65
CA - Withholding			-2,005.14
CA - Disability			-725.07
<b>Total Taxes Withheld</b>			<b>-13,509.26</b>
<b>Deductions from Net Pay</b>			
Miscellaneous Deduction			-100.00
Wage Garnishment			-354.22
<b>Total Deductions from Net Pay</b>			<b>-454.22</b>
<b>Net Pay</b>	<b>2,410.25</b>		<b>54,077.34</b>
<b>Employer Taxes and Contributions</b>			
Medicare Company			1,051.40
Social Security Company			4,495.65
<b>Total Employer Taxes and Contributions</b>			<b>5,547.05</b>

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Clearlake Oaks County Water District

Trial Balance

As of August 31, 2020

09/11/20

Accrual Basis

	Aug 31, 20	
	Debit	Credit
102.13 · SEWER RESERVES-9592	5,000.00	
102.11 · PC ESCROW - 6184	182,704.82	
102.10 · CRP PC - 6192	11,047.39	
102.12 · WATER RESERVES- 8503	162,700.00	
102.001 · GL - 9122	461,592.73	
102.04 · DWR - CHECKING	0.00	
101 · LAIF - CASH IN BANK	866,515.00	
101 · LAIF - CASH IN BANK:CIP Deposits 2014	189,000.00	
102.01 · WEST AMERICA - REGULAR CHECKING	88.98	
102.02 · CRP Water - 6990	116,974.78	
102.03 · CRP Sewer - 3745	100,579.27	
CUSI Accounts Receivable	0.00	
103 · PETTY CASH	306.59	
104 · COUNTY TREASURY	29,609.68	
130 · Const In Progress - Studies	128,359.66	
130 · Const In Progress - Studies:130.75 · SCADA	0.00	
132 · CRP SEWER	983,511.67	
132 · CRP SEWER:132.05 · CIP SEWER LABOR	0.00	
135 · CRP WATER	249,148.33	
135 · CRP WATER:135.02 · Aircon Project	0.00	
135 · CRP WATER:135.05 · Backwash Pump Filters #2-#3	0.00	
135 · CRP WATER:135.10 · High Valley Project 2013	0.00	
135 · CRP WATER:135.20 · CIP WATER LABOR	0.00	
111 · INVENTORY - WATER	0.00	
114 · ACCOUNTS RECEIVABLE.	351,149.26	
115 · PRE-PAID INSURANCE	15,474.00	
1890 · ACCOUNTS RECEIVABLE - OTHER	0.00	
12000 · Undeposited Funds	0.00	
138 · USDA Water Improvements	480,862.55	
128 · Sewer Infrstructure & Rehab Proj	2,790,074.71	
121 · Wtr Dist & Wtr Storage Projects	152,704.44	
121 · Wtr Dist & Wtr Storage Projects:121.1 · Sidewalk Project - Dist...	115,500.66	
131 · Waste Water Plant	57,768.09	
131 · Waste Water Plant:131.1 · Pumps/Equipment	29,025.46	
126 · Forcemain (phase 1) Cap. Imprv.	1,253,598.85	
123 · USDA - Sewer Plant Cap Imprvmt	4,265,559.43	
USDA Project	238,835.93	
127 · Water Plant	220,402.17	
127 · Water Plant:127.7 · Ozone System	12,785.71	
127 · Water Plant:127.6 · Swan AMI Turbiwell Monitor	25,079.10	
127 · Water Plant:127.5 · A/C installation for Filter Rm	750.00	
127 · Water Plant:127.4 · PH System	9,959.72	
127 · Water Plant:127.2 · Harvy Vault Chlor Inject Proj	1,408.61	
127 · Water Plant:127.1 · Major Equipment	177,077.82	
120 · District General CRP	96,503.11	
120 · District General CRP:120.01 · General Equipment/Tools	1,921,549.25	
120 · District General CRP:120.60 · Office	31,171.49	
120 · District General CRP:120.75 · SCADA	0.00	
120 · District General CRP:120.90 · Vehicles/Generators/Trailers	274,809.73	
122 · Bldgs/Grounds Cap Improvements	8,535,149.57	
124 · D/C System Cap Improvements	3,249,983.38	
124 · D/C System Cap Improvements:124.30 · Lift Stations	48,214.48	
124 · D/C System Cap Improvements:124.30 · Lift Stations:124.31 · ...	66,042.23	
124 · D/C System Cap Improvements:124.50 · Mains	14,788.58	
124 · D/C System Cap Improvements:124.60 · Meters	700.00	
124 · D/C System Cap Improvements:124.90 · Water Tanks	5,215.04	
125 · Land - Dist. Cap. Improvements	300,478.61	
129 · ALLOW. FOR DEPRECIATION		8,856,056.00
200 · ACCOUNTS PAYABLE		94,102.85
211 · WAB Credit Card:211.15 · WAB - Kurt - 9133	0.00	
211 · WAB Credit Card:211.14 · WAB - Dianna - 3226	0.00	
211 · WAB Credit Card:211.13 · WAB - Jeremy - 2499	0.00	
211 · WAB Credit Card:211.12 · WAB- Francisco - 2481	0.00	
211 · WAB Credit Card:211.11 · WAB - Dan - 2507	0.00	
211 · WAB Credit Card:211.10 · WAB - Dianna - 2473	0.00	
210 · Cal Card	0.00	
210 · Cal Card:210-09 · Cal Card - 5855	0.00	
210 · Cal Card:210-08 · Cal Card - 5848	0.00	

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Clearlake Oaks County Water District
Trial Balance
As of August 31, 2020

Table with columns: Description, Debit, Credit. Includes entries like '210 · Cal Card:210-07 · Cal-Card', 'Annual Depreciation', '224 · USDA Retainage', '223.56 · FEDERAL PAYROLL TAX PENALTY', etc.

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**Clearlake Oaks County Water District**  
**Trial Balance**  
**As of August 31, 2020**

	Aug 31, 20	
	Debit	Credit
Salaries & EE Benefits:560 · Workers Comp Ins	6,428.66	
Services & Supplies:610 · Bank Fees	4,013.49	
Services & Supplies:620 · Communications & Internet	4,995.99	
Services & Supplies:640 · Fuel & Oil	4,239.24	
Services & Supplies:645 · Insurance	17,139.78	
Services & Supplies:657 · Lab	6,516.49	
Services & Supplies:660 · Memberships & Subscription	1,640.53	
Services & Supplies:670 · Postage & Shipping	1,000.00	
Services & Supplies:675 · Professional Services	12,506.89	
Services & Supplies:685 · Rents	2,360.75	
Services & Supplies:690 · Safety & Security	6,844.09	
Services & Supplies:700 · Tools & Instruments	269.84	
Services & Supplies:703 · Supplies - Clothing & Personal	1,482.20	
Services & Supplies:705 · Supplies - Office	777.53	
Services & Supplies:715 · Supplies-Chemicals-Operating	9,960.43	
Services & Supplies:720 · Supplies - Inventory - Other	1,387.98	
Services & Supplies:735 · Training/Classes/Certs/ClassB	1,351.28	
Services & Supplies:750 · Utilities	53,909.22	
Services & Supplies:760 · Waste Disposal	8,774.61	
Services & Supplies:795 · Yolo Co	10,358.51	
Services & Supplies:799 · Misc:799.1 · Customer Refund - Acct clos...	599.32	
Repairs & Replacement:810 · R&R Buildings & Grounds	3,163.04	
Repairs & Replacement:820 · R&R Lift Stations	500.00	
Repairs & Replacement:830 · R&R Equipment	9,111.76	
Repairs & Replacement:832 · R&R Mains and Sewer Lines	2,131.54	
Repairs & Replacement:840 · R&R Vehicles	3,731.45	
66000 · Payroll Expenses	0.00	
<b>TOTAL</b>	<b><u>30,409,219.37</u></b>	<b><u>30,409,219.37</u></b>

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**Clearlake Oaks County Water District  
A/P Aging Summary  
As of September 14, 2020**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Alpha Analytical Labs	2,567.00	0.00	0.00	0.00	0.00	2,567.00
California State Disbursement Unit	177.11	0.00	0.00	0.00	0.00	177.11
Clearlake Lava	68.64	0.00	0.00	0.00	0.00	68.64
Commercial Pump & Mechanical, Inc.	9,680.00	0.00	0.00	0.00	0.00	9,680.00
Corrpro - BBVA Compass Bank	3,525.00	0.00	0.00	0.00	0.00	3,525.00
Deeper Cleaning	350.00	0.00	0.00	0.00	0.00	350.00
Eureka Oxygen	167.56	0.00	0.00	0.00	0.00	167.56
Hayden Solar, LLC	4,782.87	0.00	0.00	0.00	0.00	4,782.87
Lake County Waste Solutions	708.75	0.00	0.00	0.00	0.00	708.75
Lake Express Lube	72.17	0.00	0.00	0.00	0.00	72.17
Lou's Gloves	0.00	0.00	202.00	0.00	0.00	202.00
MC Engineering, Inc	37,731.02	0.00	0.00	0.00	0.00	37,731.02
MCHC - Lakeview Health Center	470.00	0.00	0.00	0.00	0.00	470.00
Mendo Mill	384.52	0.00	0.00	0.00	0.00	384.52
N & S Tractor	658.00	0.00	0.00	0.00	0.00	658.00
Napa Auto Parts	127.16	0.00	0.00	0.00	0.00	127.16
Nave Law Office, P.C.	494.50	0.00	0.00	0.00	0.00	494.50
People Services Inc	110.89	0.00	0.00	0.00	0.00	110.89
Quill	69.11	0.00	0.00	0.00	0.00	69.11
Redwood Coast Fuels	701.69	1,530.89	0.00	0.00	0.00	2,232.58
T & S Construction Co. Inc.	0.00	0.00	0.00	0.00	75,571.66	75,571.66
Terminix	220.00	0.00	0.00	0.00	0.00	220.00
Tire Pro	0.00	461.57	0.00	0.00	0.00	461.57
Tri-Cities Answering Service	149.10	0.00	0.00	0.00	0.00	149.10
USA BlueBook	206.04	0.00	0.00	0.00	0.00	206.04
Yolo County Flood Control	0.00	5,281.13	0.00	0.00	0.00	5,281.13
<b>TOTAL</b>	<b>63,421.13</b>	<b>7,273.59</b>	<b>202.00</b>	<b>0.00</b>	<b>75,571.66</b>	<b>146,468.38</b>

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## Account Payable Breakdown

Date: 9/14/2020

	<u>QuickBooks</u>	<u>WAB Balance</u>	<u>WAB Available</u>
General Ledger - 9122	\$550,402.68	\$480,407.77	\$495,793.00
CRP Water - 6990	\$134,633.79	\$134,633.79	\$134,633.79
CRP Sewer - 3745	\$87,603.22	\$87,603.22	\$87,603.22
CRP PC - 6192	\$777.41	** \$12,321.74	\$12,321.74
** Transferred \$11,544.33 to pay expenses from Sept. 2019			
PC Escrow	\$182,704.82	\$182,704.82	\$182,704.82
Water Reserve - 8503	\$175,200.00	\$175,200.00	\$175,200.00
Sewer Reserve - 3745	\$5,000.00	\$5,000.00	\$5,000.00
LAIF Balance	\$1,055,515.00	\$1,055,514.98	\$0.02 Laif dropped (.02)
Current A/P Aging	\$146,468.38		
Kansas State Bank-VacCon	\$7,421.47		
ACWA - Health Ins	\$24,072.65	Estimated	
Credit Card	\$4,091.91	Estimated	
TOTAL	\$182,054.41		

**CLEARLAKE OAKS COUNTY WATER DISTRICT  
MINUTES  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

Clearlake Oaks County Water District Administration Building  
12952 E. Hwy. 20 Clearlake Oaks, CA 95423 (707) 998-3322

**August 27, 2020**

**This meeting is the re-scheduled Regular Meeting from August 20, 2020**

This meeting will be conducted by Roberts Rule of Order.

Where appropriate or deemed necessary, the Board may take action on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item either before or during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments will be subject to reasonable time limits of three minutes.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**AGENDA**

**Call to Order – 2:00 p.m.**

**Pledge of Allegiance**

**Roll Call**

√ Mrs. Margaret Medeiros, President √ Mr. Stanley Archacki, Vice President  
√ Mr. Samuel Boucher, Director √ Mrs. Barbara Higman, Director, √ Mr. Michael Herman, Director  
√ Mrs. Dianna Mann – General Manager / Interim Board Secretary, □ Mrs. Olivia Mann – Board Secretary,  
EXCUSED

In the audience, our Chief Operators

√ Mr. Francisco Castro, Wastewater √ Mr. Kurt Jensen, Water √ Mr. Jeremy Backus, Distribution

**Public comment on non-agenda items**

This is the opportunity for the public to comment on non-agenda items within the Board's jurisdiction. Comments are limited to three (3) minutes

**Consent Items**

The Board will be asked to approve all Consent Items at one time without discussion. Consent Items are expected to be routine and non-controversial. If any Director, staff, or interested person requests that an item be removed from the Consent Items, it will be considered with the action items.

**1. Staff Written Operational Reports**

- a. Customer Service
- b. Chief Distribution Operator
- c. Water Plant Chief Operator
- d. Wastewater Plant Chief Operator
- e. General Manager

**2. Financial Reports for review and approval**

- a. July 2020, QB balance sheet and profit & loss statements
- b. Bank account balances and accounts receivable
- c. Employee payroll report
- d. Aged trial balance summary
- e. Vendor aging report, accounts payable breakdown

3. **Minutes of previous meeting for review and approval**

- a. Minutes of Regular Meeting 07-16-2020

4. **Bills**

- a. MC Engineering invoice number 1971, dated 8/5/2020, in the amount of \$26,802.80 for the USDA Water Projects

**Action Taken: Motion to approve consent items**

**ARCHACKI/BOUCHER M/S/C**

**AYES: UNANIMOUS**

**Old Business**

5. **Agenda (Old Business)**

- a. Discussion of Coronavirus (COVID-19)

**Action Taken: No Action**

- b. Discussion and re-consideration of rebuilding pump #3 effluent pump at the Waste Water Treatment Plant using CPM in the amount of \$29,962.83

**Action Taken: Motion to approve \$30,000 to rebuild pump #3 using CPM**

**HIGMAN/HERMAN M/S/C**

**AYES: UNANIMOUS**

6. **Agenda (New Business)**

- a. Discussion and consideration of replacing / repairing fire hydrants district wide. Hydrants range in cost from \$3,500 to \$6,000 depending if valves need replaced also

**Action Taken: No Action**

- b. Discussion and consideration of Resolution 20-13, Requesting Transfer of Delinquent Account Balances to the County of Lake for Inclusion with the County's Secured Tax Collections

**Action Taken: Motion to adopt Resolution 20-13**

**ARCHACKI/BOUCHER M/S/C**

**AYES: UNANIMOUS**

- c. Discussion and consideration of Resolution 20-14, Adopting a Water Usage and Conservation Policy

**Action Taken: Motion to adopt Resolution 20-14**

**ARCHACKI/HERMAN M/S/C**

**AYES: UNANIMOUS**

- d. Discussion and consideration of bids to re-coat the PC tank from Marine Industrial Tank in the amount of \$71,932.96 and Pittsburg Tank Tower Group in the amount of \$99,995.00

**Action Taken: Motion to approve Pittsburg Tank Tower Group to re-coat PC holding tank**

**BOUCHER/HIGMAN M/S/C**

**AYES: UNANIMOUS**

- e. Discussion and approval of a bid from Medora Corporation to remove, store, and re-install the aeration system in the PC tank for the re-coating process in the amount of \$16,885.00

**Action Taken: Motion to approve Medora Corporation to handle the necessary steps for the aeration system in PC tank during the re-coating**

**BOUCHER/ARCHACKI M/S/C**

**AYES: UNANIMOUS**

- f. Discussion and consideration of allowing staff to start shopping for a water truck

**Action Taken: It is the consensus of the Board to allow staff to start shopping for a water truck**

**Motion by Director Boucher and a second by Vice President Archacki to adjourn the meeting at 3:17 p.m.**

**SIGNED: \_\_\_\_\_**  
**Margaret Medeiros, President**

**ATTESTED TO: \_\_\_\_\_**  
**Dianna Mann, Pro-Tem Board Sec**



MC Engineering, Inc.  
 9294 Madison Ave  
 Orangevale, CA 95662

# Invoice

Date	Invoice #
9/5/2020	1984

**Bill To**

Clearlake Oaks Water District  
 12545 Highway 20  
 Clearlake Oaks, CA 95423

P.O. No.	Terms	Due Date	Project	
	Net 30	10/5/2020	USDA Meters and Water Tank PER	
Description	Qty	Rate	Amount	
Project Engineer 2, Richard Relyea	66	130.00	8,580.00	
Operations Management Engineer, John Pedri, PE	10	160.00	1,600.00	
Project Manager, Mark Carey, PE	6	165.00	990.00	
Assistant Engineer, Jared P. Nelson	4	130.00	520.00	
Administrative Support	2	65.00	130.00	
BFK Inv 20080395	1.13	8,258.18	9,331.74	
RGH Consultants Inv 1219187	1.13	1,973.55	2,230.11	
EDEA Revision for July Invoice 1076R	1.13	3,762.50	4,251.63	
EDEA 1081	1.13	3,547.00	4,008.11	
<i>138. 1/6 USDA WTR Proj</i>				
<i>DM</i>				
<b>Total</b>			<b>\$31,641.59</b>	
<b>Payments/Credits</b>			<b>\$0.00</b>	
<b>Balance Due</b>			<b>\$31,641.59</b>	

Phone #	Fax #	E-mail
916-546-7898	916-860-1863	markacarey@msn.com

RECEIVED 24 1996

RECORDED AT RECORDER

*Green*

RECORDING REQUESTED; WHEN RECORDED RETURN TO:  
Yolo County Flood Control and  
Water Conservation District  
34274 State Highway 16  
Woodland, CA 95695

DOCUMENT NUMBER  
96-014436

96 AUG 25 PM 3:21

ASSASSINATOR  
ASSESSOR-RECORDER  
DAN L. IRWIN

NO FEE *CF*

**STANDARD AGREEMENT FOR SALE OF WATER  
(NON-AGRICULTURAL WATER)**

THIS AGREEMENT is entered into this 8<sup>th</sup> day of July, 1996, by and between the YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter referred to as the "District") and the Clearlake Oaks County Water District (hereinafter referred to as "Water User").

**RECITALS**

- A. The District is holder of rights to store and divert water from Clear Lake for irrigation, domestic, municipal, and other beneficial uses.
- B. The District, as successor to the Clear Lake Water Company, has an obligation to offer water for sale from Clear Lake to serve the dedicated service area of the Clear Lake Water Company, which includes the area proposed to be served by the Water User.
- C. To the extent that the District has water supplies available from Clear Lake sufficient to meet Water User's ultimate needs, the District will allow water to be diverted by Water User as set forth in this Agreement. In the event that there is a shortage of water available from Clear Lake, municipal water use around Clear Lake shall have priority over other uses.
- D. The District withdraws water from Clear Lake pursuant to the operating criteria set forth in that certain Stipulation and Consent to Entry Judgement and Decree, filed March 27, 1978,

in the Case County of Lake v. Yolo County Flood Control and Water Conservation District (Solano County Superior Court No. 58122).

E. Pursuant to Paragraph 3 of the Stipulation, the operating criteria regulating withdrawals of water from Clear Lake do not limit the District's right, under any condition, to withdraw water from Clear Lake for municipal use within Lake County.

F. Water User claims it owns certain littoral water rights to Clear Lake. These claimed littoral lands are listed by Lake County Assessor's Parcel Numbers (APNs), attached as Exhibit "A" and incorporated herein, and hereinafter referred to as "Littoral Lands". This list will be updated to reflect changes APNs and littoral status, as necessary.

G. The District and Water User recognize that all withdrawals of water from Clear Lake have an impact on the amount of water available to the District for other purposes and that, therefore, all withdrawals by Water User from Clear Lake, other than for use on Littoral Lands, shall be paid for pursuant to the provisions of this Agreement.

NOW, THEREFORE, based on the considerations recited above and the terms and conditions set forth below, the District and Water User agree as follows:

1. To the extent that the District has water supplies available from Clear Lake sufficient to meet Water User's needs, the District agrees to allow Water User to purchase up to 660 acre feet annually of untreated water each year for municipal, industrial, or other non-agricultural use within its service area and the Elem Colony, as shown on Exhibit "B", attached hereto. Water User shall be under no obligation to take any particular amount of water in any year, but shall pay for all water diverted from Clear Lake pursuant to this Agreement, except for water diverted for use on Littoral

Lands, as provided in Paragraph 8. Water diverted by Water User pursuant to this Agreement shall only be used within the service area of Water User and the Elem Colony, as shown on Exhibit "B" (as modified by annexations from time to time which have been approved by the District), and shall not be used in, or delivered to, areas outside such specified area.

2. Water User agrees that it will not divert water from Clear Lake at any location other than that set forth in Exhibit "B" without the prior written consent of the District. To the extent it is authorized to do so, Water User shall prohibit all other diversions from Clear Lake within its service area, except through the diversion point set forth on Exhibit "B". Water User shall pay all costs of diverting water from Clear Lake.

3. Water User, at its sole cost, agrees to place a measuring device approved by the District on its water diversion facility and to account to the District on a monthly basis for the quantities of water diverted. Water User shall, at its sole cost, keep and maintain the measuring device in good working condition. The measuring device installed by Water User shall be available for District inspection, upon reasonable request. Water User shall provide the District a monthly Statement of Water Usage (on forms available from the District) so that it is received by the District within 30 days of the end of each month. Within 30 days from the date of District's written request, Water User shall provide the District copies of all supporting data which may be necessary to confirm the quantities of water diverted. If a Statement of Water Usage or supporting data requested by the District is not received by the District within this 30 day period, the parties agree the District shall assume that Water User diverted not less than 55 acre feet of water that month, which is one-twelfth of 660 acre feet (the allowable annual use) and shall be billed accordingly. The assumed amount diverted for purposes of the preceding sentence shall be subject to increase if Water User

actually diverts more water.

4. Water User agrees to pay the District for all water diverted from Clear Lake, other than for use upon Littoral Lands at the water rates established by the District, as set by the District from time to time.

5. Water User shall remit to the District payment of water charges at the time of submittal of its monthly Statement of Water Usage. All charges remaining unpaid thereafter will become delinquent and bear interest and incur penalties at the rates applicable to water users within the District, as set by the District from time to time.

6. The parties recognize that District may find it necessary to increase its water rates from time to time. The parties agree that an annual increase of not more than the greater of (a) 5%, or (b) the average percentage increase to District water users within the District, shall be considered reasonable. Only adjustments in excess of the greater of those annual percentages shall be subject to objection and binding arbitration as hereinafter provided. The District shall provide 30 days' prior written notice of any proposed increase in rates. Water User shall have 60 days from the date of such notice to determine whether to arbitrate the rate increase. During the 30 days between the effective date of the increase and the deadline for deciding whether to seek arbitration, Water User shall pay applicable water charges, but may pay the water charges under protest and receive a refund, plus the legal rate of interest, if it prevails in the arbitration.

7. If Water User elects not to accept the rate adjustment contemplated in the preceding paragraph, the parties agree to binding arbitration under the rules and procedures of the American Arbitration Association, or any lawful successor thereof. Any arbitrator selected shall not be a resident of either Lake County or Yolo County, or a property owner or leaseholder therein, unless

the parties agree otherwise. The parties intend such arbitration to be binding because of the delay and expense attendant upon court proceedings. If hereafter the State of California or any of its political subdivisions establish a regulatory body having jurisdiction over such contracts as this, the parties agree that, in lieu of arbitration, such body shall have jurisdiction to determine the fairness of any such rate increase, consistent with the terms of this Agreement. Each party shall pay one-half of the fees and charges of arbitration therefor, except each party shall pay its own attorney fees in such connection.

8. Water User shall be entitled to divert water from Clear Lake for use on Littoral Lands pursuant to its claimed littoral water right. Water User shall not be required to pay the District for this amount of water. Water taken pursuant to Water User's claimed littoral water right may be used only on the Littoral Lands and only for proper littoral uses. Although Water User shall not be required to pay for water taken pursuant to this paragraph, Water User shall report the amount of water so used.

9. Water User agrees that it is fully responsible for the carriage, treatment, and use of all water after it is diverted by Water User from Clear Lake, and Water User shall indemnify, hold the District harmless from, and defend it against any and all claims, lawsuits, or damages arising from Water User's diversion, sales, and use of the water covered by this Agreement.

10. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which it may be entitled, except as provided by Paragraph 7 of this Agreement.

11. This Agreement shall remain in effect until December 31, 2020, and shall be binding on and inure to the benefit of the successors and assigns of the parties, except that, this Agreement

may be terminated by Water User, upon written notice to District, only if and upon a final decision of a court of competent jurisdiction, that District has no appropriate right to the waters of Clear Lake.

12. After December 31, 2020, this Agreement shall automatically be renewed for a successive ten year term or terms, until such time as either party shall give notice to the other party of its desire not to renew. Such notice shall be made in writing no less than 60 days in advance of the scheduled renewal date.

CLEARLAKE OAKS COUNTY  
WATER DISTRICT:

YOLO COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT:

By: Bob White  
Robert E. White  
Bob White, President

Robert M. Hagan  
Robert M. Hagan, Chairman

Attested  
By:

Harry Zitel  
Harry Zitel, Auditor/Sec.

Attest:

James F. Egan  
James F. Egan, Secretary

Dated: 7/8/96

Dated: 8-8-96

**ALL SIGNATURES MUST BE NOTARIZED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Lake

On July 8, 1996 before me, ALTA F. WILSON, NOTARY PUBLIC  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Bob White and Harry Zielski  
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Alta F. Wilson  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

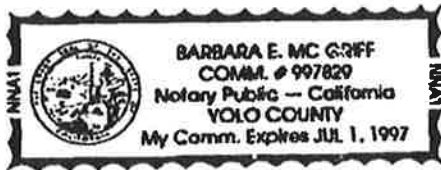
State of California

County of Yolo

On August 7, 1996 before me, Barbara E. McGriff  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James F. Eagan \*\*\*\*\*  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

*Barbara E. McGriff*  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: Secretary

**DESCRIPTION OF ATTACHED DOCUMENT**

Standard Agreement for Sale of Water (Non-Agricultural Water)  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

July 8, 1996  
DATE OF DOCUMENT

Clearlake Oaks County Water District  
Bob White, President  
Harry Zielski, Auditor/Sec.  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
Yolo County Flood Control & Water Conservation District

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**CLEARLAKE OAKS C.W.D.  
DISTRICT BOUNDARIES**

**CLEARLAKE OAKS COUNTY WATER DISTRICT**

**LAKEFRONT PROPERTY BY AP#**

**◆ = CURRENT ACCOUNTS**

<u>06-013-39</u>	35-231-13◆	35-273-02◆	35-701-13◆	35-771-13◆
06-031-03◆	35-231-15◆	35-273-09◆	35-701-14◆	35-771-14◆
06-031-12◆	35-231-18◆	35-273-10◆	35-701-15◆	35-771-15◆
06-031-14	35-231-26◆	35-273-12	35-701-16◆	35-771-16◆
06-031-15	35-231-34◆	35-273-14	35-701-17◆	35-771-17
06-031-17◆	35-231-35◆	35-273-16◆	35-701-18◆	35-771-18
06-031-18◆	35-231-36◆	35-273-17◆	35-701-19◆	<u>35-771-19</u>
06-031-19◆	35-231-37◆	<u>35-273-18◆</u>	35-701-20	35-781-17
06-031-20◆	35-231-38◆	35-284-10	35-701-21◆	35-781-18◆
06-031-21	35-231-39◆	<u>35-284-11</u>	35-701-22◆	<u>35-781-51◆</u>
<u>06-031-22</u>	35-231-41	35-304-01	35-701-23◆	35-791-19◆
06-520-09	35-231-46◆	<u>35-304-02</u>	<u>35-701-24◆</u>	35-791-20◆
06-520-10	35-231-47◆	35-433-01◆	35-711-02◆	35-791-21◆
<u>06-520-12</u>	35-231-48◆	35-433-05	35-711-11◆	35-791-66◆
<u>35-092-01◆</u>	35-231-49◆	35-433-06	35-711-12◆	<u>35-791-67</u>
35-111-23◆	<u>35-231-50</u>	35-433-08	35-711-13◆	35-811-23
35-111-24	35-240-03◆	<u>35-433-09</u>	<u>35-711-14◆</u>	35-811-24◆
35-111-25◆	35-240-04	35-551-04◆	35-731-12◆	<u>35-811-25</u>
35-111-30	35-240-07◆	35-551-05◆	35-731-13◆	35-812-22◆
35-111-33	35-240-08◆	35-551-06◆	35-731-14◆	<u>35-812-23◆</u>
<u>35-111-34</u>	35-240-10◆	35-551-07◆	<u>35-731-15◆</u>	35-821-01
35-221-03◆	35-240-13◆	35-551-08	35-751-08◆	35-821-02◆
35-221-04	35-240-14◆	35-551-09◆	35-751-09◆	35-821-03
35-221-05◆	35-240-15	35-551-10◆	35-751-29◆	35-821-04◆
35-221-16◆	35-240-16	<u>35-551-11◆</u>	35-751-30◆	35-821-05◆
35-221-18	<u>35-240-17</u>	35-561-02◆	<u>35-751-31◆</u>	35-821-06◆
35-221-19◆	35-263-01	35-561-06◆	35-762-01	35-821-07◆
35-221-20◆	35-263-02◆	35-561-16◆	35-762-02◆	35-821-08
35-221-23◆	35-263-09◆	35-561-17◆	35-762-03◆	<u>35-821-09</u>
35-221-24	35-263-10◆	35-561-18◆	35-762-04	35-822-01◆
35-221-25◆	35-263-11◆	35-561-19◆	35-762-05	35-822-02◆
35-221-27	35-263-12◆	35-561-20◆	35-762-06	35-822-03◆
35-221-28	35-263-13◆	<u>35-561-24</u>	35-762-07◆	35-822-04◆
35-221-29	35-263-14◆	35-701-01◆	35-762-08	35-822-05◆
35-221-30	35-263-15◆	35-701-04◆	35-762-09◆	35-822-06◆
35-221-32	35-263-16◆	35-701-05◆	35-762-10◆	35-822-07◆
<u>35-221-33</u>	35-263-19◆	35-701-06◆	35-762-11◆	35-822-08◆
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35-231-10	35-263-25◆	35-701-10	35-771-10◆	35-822-12◆
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**ELEM**  
**COLONY**

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END OF DOC 12

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## COMMERCIAL BATTERY ENERGY STORAGE SYSTEM (BESS) INSTALLATION Memorandum of Understanding at SGIP Application

<b>GSR Energy</b> 1 Clipper Cove San Francisco, CA 94130 Phone: 925.548.8826	<b>Clearlake Oaks County Water District</b> PO Box 709 12952 East Highway 20 Clearlake Oaks, CA 95423 (707) 998-3322
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<b>INSTALLATION ADDRESS (the “Premises”)</b>
See section 1.2 for description of two sites

This agreement (the “**MOU**”) is entered into by and between Clearlake Oaks County Water District, a California government agency (“**Client**”) and GSR Energy (“**GSR Energy**”) to memorialize the initial steps toward the installation of a battery energy storage system to be installed by GSR Energy (the “**BESS**”). GSR Energy is licensed in California and any subcontractors that perform work of a material nature will also be licensed in California. This MOU provides an overview of our agreement and will be followed up with a detailed Contract negotiated by the parties that describes all commercial and technical aspects of the BESS (the “**Contract**”), that shall be signed by Client and GSR Energy within 90 days of the date of this MOU.

### MOU TERMS

#### 1.1 Contract Price and Rebate Amount

The total price for GSR Energy to complete the Project shall be \$1,786,063 and the calculated California Self Generation Incentive Program (SGIP) rebate is \$1,786,063<sup>1</sup>. This price shall cover all project costs including materials and labor, paid at the prevailing wage rate, for installation of the battery energy storage system, including system sizing based on Client provided information, managing all aspects of the Self Generation Incentive Program (SGIP) incentive mechanism, design and engineering, interconnection, sales tax, shipping and handling

<sup>1</sup> Note to Dianna – we have \$685,560 for 12545 Island Drive and \$1,100,503 for 12705 Jensen Road. The figure for 12705 Jensen Road still must be confirmed (as discussed, GSR Energy would like to refine our analysis with actual energy production data from the existing solar facility).

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of all equipment and materials, site preparation, construction, and clean up. The total price and SGIP rebate amount may change upon further site investigation. If the price and/or the SGIP rebate amount change and the SGIP rebate does not cover 100% of the price, this MOU shall be voidable by either Client or GSR Energy.

## 1.2 Description of BESS Installation Project

The Project shall be completed in accordance with the following Project description:

### **Project Size:**

12705 Jensen Road 261.6kw/ 1,046.4 kwh

12545 Island Drive 174kW/696kWh battery storage

**Technology:** Tesla Energy Powerpack 2.5, each 58kw/ 232kwh. For 12705 Jensen Road, possible that Tesla Energy Megapack will be preferred solution (this to be confirmed during engineering site visit and conversations with Client personnel)

### **Expected Energy Savings:**

12705 Jensen Road approx \$12,230<sup>2</sup>

12545 Island Drive approx \$19,064

**Operations and Warranty:** Operated and Warranted by GSR Energy for 10 years

### **Project Location, Account(s), and Meter(s):**

Facility name: 12705 Jensen Road Service Account: 1324698862 Meter: 1009905069

Facility name: 12545 Island Drive Service Account: 1324698838 Meter: 1010100835

### **Description of back-up capabilities:**

GSR Energy will design and install a state-of-the-art BESS to provide back-up power capabilities upon loss of normal power from Client's utility provider during weather events, planned Public Safety Power Shutoffs and other grid reliability issues.

The duration (i.e., number of hours) of back-up power will depend on final system design, average load and daily energy consumption. As part of the project design, GSR Energy will ensure that the facility's circuits that are backed up during an outage are isolated from the grid through the use of an Automatic Transfer Switch. This is to ensure that during an outage, your facility's system will still operate and power the circuits/appliances being backed up while not posing a safety risk to the utility. The duration of power during the power outage will vary depending on consumption and GSR Energy recommends energy conservation during outage events

## 1.3 Additional Terms

Client authorizes GSR Energy to act as its Incentive Provider to facilitate qualifying the BESS for the Self Generation Incentive Program ("SGIP") rebate provided by California. GSR Energy shall submit a Refundable Deposit with the SGIP rebate application for the projects in the amount of 5% of the calculated SGIP rebate or \$89,303<sup>3</sup>. Client shall work in good faith to permit GSR Energy to prepare and submit required rebate forms, execute the contract, and complete the Project by required SGIP rebate deadlines. GSR Energy agrees to secure financing to pay for the capital

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<sup>2</sup> To be confirmed, as per footnote #1

<sup>3</sup> To be confirmed, as per footnote #1

expense of the BESS, at no cost to Client and that Client shall assign complete and submit all forms required to assign the SGIP rebate to GSR Energy.

Client or GSR Energy may cancel this MOU at any time within 90 days, except that Client may not cancel for the purposes of proceeding with the installation of a BESS at the Project Location with another contractor or vendor for 12 months.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**CLIENT:**

**GSR ENERGY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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# Southport Control Solutions

1683 Chinook Rd.

West Sacramento, CA 95691

(916)742-3795

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## Proposal #Q20200902

September 14, 2020

Dianna Mann  
Clearlake Oaks County Water District  
12545 E Highway 20  
PO Box 709  
Clearlake Oaks, CA 95423

Dear Dianna:

Per your request, this is a proposal to provide a control system upgrade to Lift Station 12. Lift Station 12 had a recent power issue due to lightning strike which caused damage to several components of the control system including the Eaton logic controller and sump level sensor. The lift station is currently running in backup mode which allows it to operate with 3 level floats interfaced to hardwired relays to control vacuum pumps and main lift station pump motors.

I propose to upgrade the Lift Station 12 control system with an Allen-Bradley controller and a radio link back to the wastewater treatment plant in order to get it onto the Ignition SCADA system, similar to the way all of the other lift stations are (with the exception of LS2).

Southport Control Solutions, LLC will provide Electrical design, Parts Specification, PLC and SCADA system programming, radio configuration, and startup services for Lift Station 12.

We appreciate the opportunity to submit this proposal and look forward to serving your needs. Should you have any questions, please call.

Very truly yours,

**SOUTHPORT CONTROL SOLUTIONS**

Joe Matella,

Project Manager/Controls Engineer

## I: SCOPE OF WORK

- **Lift Station 12**

The scope of work is to provide control system electrical design interface, PLC and SCADA programming, radio configuration, and startup services.

- Provide electrical design and drawings that show the electrical interface of the Allen-Bradley MicroLogix 1400 PLC controller to the existing lift station devices such as level and temperature sensors, hand-off-auto switches, vacuum pumps, main motor starters for Pump 1 and Pump2, feedback devices, etc.
  - Configure and program the Allen-Bradley MicroLogix 1400 PLC and radio for Lift Station 12. The PLC will be programmed to provide automatic control and SCADA interface to the lift station. The PLC will be programmed to allow for data exchange and communication over the radio to the central SCADA system.
  - Configure and program the existing Ignition SCADA system to provide an operator interface to the lift station 12 PLC. Develop SCADA screens to allow the operator to monitor and control the lift station in a similar way to the other lift stations. Add lift station 12 to the overview screen, add a lift station 12 detail screen, a trending screen to show lift station pump run cycles and level over time. Also add lift station alarms and alarm notification to the SCADA system. Display metering information to show motor run times and number of motor starts.
  - Work with Clearlake Oaks contract electrician to install and terminate inputs and outputs to the PLC. Provide field startup and commissioning of the Control System. Test PLC electrical interface to all input and output devices. Calibrate analog level sensor.
  - Provide Performance Reliability and Operational testing. Test the entire control system under standard operating conditions. Test and verify each system function.
- **Telemetry from lift station to WWTP SCADA system**  
Coordinate system configuration with the Verizon wireless engineers. Coordinate with the district to establish cellular service to the lift station. Configure and test the Airlink Raven RV50X Verizon wireless radio link from lift station PLC to the Ignition SCADA server. Configure network equipment to allow Verizon IP address interface to the SCADA server.

**Note 1:** Cost of Coastal Electric Electrician not included in this proposal. I estimate He will be needed for one day to one day and a half. I recommend Mike for panel terminations.

## II: SERVICES TO BE PROVIDED

- A. Create electrical design and interface drawings in AutoCAD
- B. Specify and order parts needed
- C. Program Allen-Bradley MicroLogix 1400 PLC
- D. Develop, Program & Configure Ignition Interface
- E. Coordinate and configure radio communications
- F. Work with electrician to mount and terminate PLC and Radio  
(I estimate that I will need Coastal Mountain Electrician for 1 – 1.5 days)
- G. Startup and Test System

This Item is to provide the engineering services per the scope section above.

**Engineering Services 90 hours @ \$158.00 per hour:                      \$14,220**

## PARTS

The control system parts needed for this project

1. Allen-Bradley MicroLogix 1400 Controller
2. MicroLogix memory module
3. Analog Input Module
4. Sierra Wireless Raven RV50X Radio
5. Small Antenna
6. Relays and Relay sockets
7. 16 AWG wire, wire labels, din rail, circuit breakers
8. UPS Battery Backup

**Parts Cost:                      \$3,110**

**TOTAL PROJECT COST:                      \$17,330**

**Note 2:** Analog Level Sensor is Defective, Jesse of Collections said you have a spare. In the case other sensors or devices are found defective, we may need to add a budget contingency for the cost of those parts. Recommend contingency for budget \$1,000.

**III: TERMS OF ACCEPTANCE**

The prices quoted in this agreement are firm if accepted within thirty (30) days.

Terms of Installation:

Installation and testing of the programming modifications can be scheduled after receipt of purchase order.

Proposal Acceptance:

\_\_\_\_\_

Client

\_\_\_\_\_

Southport Control Solutions, LLC

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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## IV. TERMS AND CONDITIONS OF SALE

- 1. Applicability:** Seller's sale of products and services pursuant to the parties' Agreement is expressly conditioned upon the terms and conditions contained herein. All quotations offers to sell, proposals, acknowledgments and acceptances of orders by Seller comprising the Agreement are subject to these Terms and Conditions. And acceptance by Purchaser is expressly limited to them. Seller agrees to perform the Services defined in the Agreement (the "Services"), and provide the goods and products defined therein. The phrase "goods and products" includes all OEM Equipment (as defined below). Any conflicting terms and conditions set forth in any purchase order or similar communication submitted to Seller by Purchaser are objected to, and are deemed proposals for addition to the contract of sale, and do not become part of sale between Seller and Purchaser unless expressly and separately agreed to in writing by Seller. Authorization by Purchaser, whether written or oral, for Seller to supply the products and services will constitute acceptance of these Terms and Conditions.
- 2. Prices:** Prices quoted by Seller are valid for the stated period. If no period is stated. Then any proposal shall expire without notice 30 calendar days after issuance, unless terminated earlier by prior written notice. Prices quoted do not include any federal, state, local or other taxes, including but not limited to sales and use taxes, turnover taxes, duties, fees, or other specific assessments which may be levied against the produces, and Purchaser agrees to pay any and all such taxes which Seller may be required by law to pay or collect on account of the manufacture or sale of goods and performance of any Services for Purchaser. All licenses or other approvals required shall be obtained by Purchaser, at Purchaser's expense.
- 3. Payment:** Payment terms specific to the goods and Services to be provided are defined in Seller's Proposal. Seller may suspend its work upon providing written notice to Purchaser any time payment is overdue. If any payment from Purchaser remains due more than 50 days after Purchaser's receipt of Seller's invoice, Seller may terminate this Agreement. Purchaser agrees to pay for all work through termination. Plus, termination and collection costs, including reasonable attorney's fees and expenses.
- 4. Specifications:** Specifications are as stated in Seller's written quotation. No other specifications may be deemed part of the contract between the Seller and Purchaser unless specifically identified as such in a writing made part of the contract and signed by the Seller. After the contract of sale becomes effective, specification changes requested by Purchaser and agreed to by Seller may became part of the contract only by separate written agreement signed by Seller in which event the price is quoted in connection with the original specifications will be subject to change. Seller reserves the right, without obtaining Purchaser's approval, to make changes in the design and specifications of the products sold here under, or of any component part, which changes do not affect the performance of the goods sold.
- 5. Changes:** The scope of the services and the provision of goods and products may only be modified by a change order fully executed by both Purchaser and Seller.
- 6. Force Majeure; Purchaser's Rights In The Event Of Delays:** Seller shall not be held responsible for any delay or failure in performance of any part of its obligations to Purchaser, to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the parties' control. Seller shall not be liable to Purchaser for any damages purported to be due to delays of shipment of goods or provision of Services, regardless of the causes of the delays. Purchaser may cancel the contract due to delays only if (a) shipment or provision of services is delayed from time scheduled for more than 120 days by delays caused by Seller, (b) after any such 120 day delay period, Purchaser gives Seller notice in writing of Purchaser's intent to cancel the contract unless shipment or provision of Services is made within 30 days of Purchaser's written notice, (c) Seller fails to ship or provide Services within 30 days after Purchaser's written notice, and (d) Purchaser provides Seller with written notice canceling the contract after the expiration of the 30 days without shipment or provision of Services. If Purchaser cancels the contract in accordance with the forgoing, then Seller shall refund to Purchaser all funds paid by Purchaser for the products and services and shall have no further liability of any kind to Purchaser.
- 7. Clarification of Seller's Responsibility:** Seller will not be responsible for the acts or omissions of others, except for its employees and sub-consultants. Seller will not supervise, direct, or have control over any contractor's work. Seller will not have authority over or responsibility for the manner, means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws.
- 8. Disputes:** Any Claim arising out of or related to this Agreement or the Services or goods and products shall be subject to mediation as a condition precedent to arbitration. Purchaser and Seller shall endeavor to resolve their Claims by mediation, which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") currently in effect at the time of the mediation. Mediation shall be completed within 45 days after written demand for mediation is served upon the other party. If mediation has not been completed in this time frame, either party may proceed to file for arbitration, and the parties shall have no further obligation too mediate their Claims.

The parties shall share the mediators' fee and any filing fees equally. The mediation shall be held in place where the Project is located. Claims, which have not been resolved by mediation shall be decided by arbitration, which shall be in accordance with the Construction Industry Arbitration Rules of the AAA currently in effect at the time of the arbitration and held in the place where the Project is located. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. A demand for arbitration may be made no earlier than after the mediation is concluded or after 45 days have passed since the written demand for mediation, whichever is earlier. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitration hearings for any arbitration conducted pursuant to this Agreement shall commence within 180 days after the Demand for arbitration is filed, and shall continue to completion on successive week days (not including Saturdays, Sundays, and holidays) until the taking of evidence is completed; provided, however, that the arbitrator(s) shall have the right in their discretion to adjust the schedule of the hearings after they have commenced based upon the special needs and considerations related to the circumstances of the dispute. In any dispute between Purchaser and Seller related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, expert fees and costs from the non-prevailing party. Determination of which party prevailed shall be made by the arbitrator(s). Determination of which party prevailed shall be made by reviewing the Claims resolved at arbitration (and shall not include Claims resolved prior to the taking of evidence at the arbitration hearings), considering the quantum of the Claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (i.e., the damages actually awarded versus those that were claimed). The foregoing dispute resolution provision shall not apply with respect to claims between the parties arising out of third party claims for personal injury, with any such disputes to be decided in the court where such third party claims are filed.

- 9. LIMITATION ON DAMAGES: SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. THESE LIMITATION ON DAMAGES IS INTENDED TO HAVE THE BROADEST POSSIBLE APPLICATION AND IS INTENDED TO APPLY TO ALL DISPUTES BETWEEN PURCHASER AND SELLER THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE CONTRACT BETWEEN THE PARTIES AND/OR THE PRODUCTS OR SERVICES TO BE SUPPLIED TO PURCHASER BY SELLER, REGARDLESS OF WHETHER OR NOT THE PRODUCTS ARE ACTUALLY MANUFACTURED AND/OR SHIPPED TO THE PURCHASER. EXCEPT AS OTHERWISE PROVIDED HEREIN. PURCHASER'S EXCLUSIVE REMEDY FOR ALL CLAIMS ARISING OUT OF THE CONTRACT OF SALE SHALL BE THE RIGHT TO REPAIR OR REPLACEMENT OF NONCONFIRMING PRODUCTS (OR IN THE CASE OF SERVICES, CORRECTION OF ANY DEFECTIVE SERVICES), OR AT SELLER'S OPTION, REPAYMENT OF THE PURCHASE PRICE. SELLER'S LIABILITY TO PURCHASER FOR DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE DISCLAIMED HEREIN, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. FOR PURPOSES OF THIS SECTION 14, THE PHRASE "THE CONTRACT PRICE FOR SELLER'S SERVICES" SHALL NOT INCLUDE ANY COSTS ATTRIBUTABLE TO PURCHASES OF OEM EQUIPMENT.**
- 10. Software:** The goods and products purchased include all hardware, software, and services set out in the contract documents. Software for such goods and products is licensed, not sold, to Purchaser. Seller hereby grants and Purchaser accepts a license to use the software in connection with the operation of the goods and products and for the purposes set out in the contract documents. Purchaser shall not copy, download, disassembly, decompile, or modify software in any fashion.
- 11. Copying:** Purchaser recognizes that all goods and products have been decided and built through expenditure of substantial time and money by Seller, and Purchaser agrees not to make drawings of the goods and products of any portions thereof, or permit others to do so, and will not duplicate or conspire in the duplication of goods and products.
- 12. Hazardous Materials:** Seller shall have no responsibility for remediation of any pre-existing hazardous materials at the Project Site. All remediation of same shall be by Purchaser. If Seller encounters pre-existing hazardous materials at the project site, Seller shall immediately stop the work and advise the Purchaser in writing of same. Purchaser shall then be obligated to remediate the hazardous materials before Seller is obligated to resume work, with Seller to receive and equitable extension of time to preform its services and adjustment of the Contract Sum as may be appropriate under the circumstances. Seller covenants that it will not bring any hazardous materials on site, and that it will promptly remove any hazardous materials that it may bring on site. Purchaser agrees to indemnify, hold harmless and defend Purchaser from any claims by any third parties, including employees, arising directly or indirectly from Purchaser's having pre-existing hazardous materials on site. Seller agrees to indemnify, hold harmless and defend Purchaser from any claims by any third parties, including employees, arising directly or indirectly from Seller bringing hazardous materials on site.
- 13. Subsurface/Changed Conditions:** If Seller preforms work on site and discovers that the pre-existing site conditions are either (a) materially different than as represented by Purchaser in documents provided to Seller, or as otherwise stated to exist in the Contract Documents, or (b) materially different than conditions which would ordinarily be expected to be encountered in performing work of the nature being performed, then Seller shall promptly advise the Purchaser in writing

of same, the parties shall analyze and evaluate same, and Seller shall receive an equitable extension of time to perform its services and adjustment of the Contract Price as may be appropriate under the circumstances.

14. **Construction Phase Services:** If the Seller's scope of Services includes the performance of construction phase services, and if the time of the construction phase is extended for reasons beyond Seller's control so that Seller performs construction phase services for a period of time greater than that originally anticipated, then Seller shall receive an equitable adjustment of the contract price.
15. **Estimates:** If Seller provides any estimating work as part of the Services, it is agreed that any estimates or opinions of Seller as to probable quantities or costs of labor, materials, equipment or Services to be furnished by others are strictly estimates and are not a guaranty or representation that actual quantities or costs will be consistent with those estimates or opinions.
16. **Instruments:** All documents, data, calculations and work papers prepared or furnished by Seller are instruments of service and will remain Seller's property. Designs, reports, data and other work product delivered to or on behalf of Purchaser are for Purchaser's use only for the limited purposes disclosed to Seller and subject to Purchaser paying for the Services to provide said work product. Any delayed use, use at another site, use on another project or use by a third party will be at the user's sole risk and Purchaser agrees to indemnify and defend seller against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by Seller will remain its property.
17. **Indemnification:** Seller agrees to hold harmless, indemnify and defend Purchaser and its employees, officers, directors and agents against all claims, suits, fines and penalties, and attorney's fees arising out of or related to this Agreement or work, to the extent same are caused by Seller's negligence.
18. **Assignment:** This Agreement benefits Seller, its successors and assigns. Seller may assign its rights under the Agreement, and the assignee and any subsequent assignee shall have all the rights and remedies of Seller under the contract of sale. Neither the Agreement nor the obligations thereunder may be assigned or transferred by Purchaser unless separately agreed to by Seller, in writing. Any purported assignment by Purchaser in violation of this provision shall be void as against Seller.
19. **Partial Invalidity:** If any provision or portion of a provision of these Terms and Conditions is determined to be invalid under any applicable law, it shall be deemed omitted, and the remaining provisions and partial provisions hereof shall continue in full force and effect.

**Safety Reviews:** If the scope of the services provided includes Purchaser's engagement of Seller to conduct a safety review of the Purchaser's existing equipment, then the following special terms and conditions shall apply. Any conflict between the following special safety terms and any other terms of this Agreement shall be resolved in favor of the following special safety terms.

1. **General Scope:** Purchaser has requested that Seller assist Purchaser in conducting safety reviews of the Purchaser's existing equipment. The Purchaser has advised Seller that the Purchaser is implementing a safety initiative that involves a review and assessment of the Purchaser's existing equipment, with the goal of improving upon the existing safety features of the Purchaser's equipment and providing replacement or additional safety features that take into account advances of technology in the industry that have occurred since the Purchaser's purchase the equipment.
2. **Specific Scope:** The specific scope of the services to be provided by Seller is otherwise described in detail on the face of this contract of in its attachments. Seller shall perform such services as requested by the Purchaser's official representative for the Project (the "Safety Director")
3. **Duties And Decision Making:** Seller will perform its services in accordance with the standard of care applicable to similarly situated professionals performing similar duties. Seller will conduct safety reviews and provide recommendations to Purchaser, as requested by the Safety Director. The Safety Director, on behalf of the Purchaser, shall make all decisions as to the implementation of any safety revisions to the equipment, consistent with the Purchaser's safety initiative. Safety Director will consider the recommendations of Seller, but it is recognized that Seller's recommendations are one of many factors that the Safety Director will consider in implementing the Purchaser's safety initiative and making his decisions.
4. **Limitation Of Liability And Indemnification:** It is agreed that the Purchaser has engaged Seller to perform analyses and make recommendations in connection with the Purchaser's safety initiative, but that the ultimate responsibility for decision making rests with the Purchaser, through its Safety Director. Purchaser therefore agrees that it will defend, indemnify and hold harmless Seller from all actions, claims, demands and damages, including all reasonable attorneys' fees and legal expenses incurred by Seller, arising out of claims made by third parties for personal injury allegedly resulting from actions or inactions by Seller taken in connection with the performance of its services under this agreement. It is expressly understood and agreed that the scope of the indemnity agreement includes Purchaser's agreement to indemnify and hold harmless Seller for its negligence, regardless of whether Seller is ultimately determined to be partially or solely negligent. Purchaser's indemnity obligations

pursuant to this paragraph shall not be limited in any way by limitation of amount or type of damages, compensation or benefits payable by or for the Purchaser under worker's compensation acts, disability acts or other employee benefit acts. Purchaser specifically waives any immunity provided against this indemnity by any industrial insurance or worker's compensation statute.

5. The parties agree that the law of the District of Columbia shall control this Contract and all issues between the parties.

# Southport Control Solutions, LLC

1683 Chinook Rd.

West Sacramento, CA 95691

(916)742-3795

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## Rate Schedule

### Services

Control Engineering Services ..... \$158.00/hour

### Miscellaneous Rates

Travel Time..... \$158.00/hour

Vehicle Mileage..... \$ 0.54/mile

Travel, Meals, and lodging..... 1.0 x Cost

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P. O. Box 1107 Davis, CA 95617  
Orders: (800) 342-6733 Fax: (844) 270-1688

Quote

## Clearlake Oaks CWD

12545 East Highway 20  
Clearlake Oaks, CA 95423  
[k.jensen@clowd.org](mailto:k.jensen@clowd.org)

**September 14, 2020**

PRODUCT	PACKAGING	PRICE	QUANTITY	AVAILABILITY
Pro Pac 9800	Bulk Tanker Truck	\$0.38/lb/del	Full Truck load (50,000 lbs) <sup>1</sup>	ARO 7 – 15 business days

<sup>1</sup>Pro Pac 9800 weighs 11.14 lb/gal

*\$19,000*

**Please call our office to place all orders at (800) 342-6733**

- or -

**EMAIL: [evie@ntutechnologies.com](mailto:evie@ntutechnologies.com)**

\*This quote supersedes any and all prior quotes\*

*WLP*