

**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

February 18, 2016

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.

Call to Order – 4:00 p.m.

Pledge of Allegiance

Roll Call

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. Grants/Administration
 - b. Customer Service
 - c. Water Plant Operator
 - d. Waste Treatment Plant Operator
 - e. Operations Manager
 - f. General Manager

2. **Financial Reports for review and approval**
 - a. December 2015 QB balance sheet and profit & loss statements
 - b. Bank account balances, accounts receivable, and check register
 - c. Employee payroll report
 - d. Aged trial balance summary
 - e. Vendor aging report

3. **Minutes of previous meeting for review and approval**
 - a. Minutes of Regular Meeting 1-21-16
 - b. Minutes of Special Meeting 2-4-16
 - c. Minutes of Special Meeting 2-8-16

4. Bills

- a. MC Engineering Invoice No. 1322-2, dated 12/31/2015, in the amount of \$8,862.50 for USDA Wastewater pre-design, design, contract phase
- b. MC Engineering Invoice No. 1323-2, dated 12/31/15, in the amount of \$29,014.86 for Water Distribution Study
- c. MC Engineering Invoice No. 1330, dated 1/31/16, in the amount of \$7,204.29 for USDA Wastewater pre-design, design, contract phase
- d. MC Engineering Invoice No. 1326, dated 1/31/16, in the amount of \$30,936.08 for Water Distribution Study
- e. PACE Supply Invoice No. 023106376, dated 1/5/16, in the amount of \$12,877.74 for Lift Station 7 bypass
- f. County of Lake Statement dated 1/19/16, in the amount of \$7,248.72, for expenses to cover the November 3, 2015 election

5. Resolutions

- a. Resolution No. 16-05, Authorizing Representative for the Inflow and Infiltration pre-design, design and construction phase

Action Taken: _____

6. Agenda (Old Business)

- a. Discussion and consideration of CSA 16 annexation progress

Action Taken: _____

- b. Discussion and consideration of Harvey Blvd. tank site

Action Taken: _____

- c. Discussion and consideration of Consumer Claim for 13330 1st Street

Action Taken: _____

- d. Discussion and consideration of scheduling Directors for check signing

Action Taken: _____

- e. Discussion and consideration of generator and electrical panel for Water Plant

Action Taken: _____

- f. Discussion and consideration of purchasing new valves for water and sewer mains

Action Taken: _____

7. Agenda (New Business)

- a. Discussion and consideration of Consumer Claim for 12972 2nd Street

Action Taken: _____

- b. Discussion and consideration of tracking CRP expenditures

Action Taken: _____

- c. Discussion and consideration of Contract for Consulting Services between District and MC Engineering for the Wastewater Treatment Plant Recycling Study with SWRCB

Action Taken: _____

- d. Discussion and consideration of the District adding a cellular line for the Board President

Action Taken: _____

- e. Discussion of District's Limit of Liability on Forfeiture Form

Action Taken: _____

- f. Discussion and consideration of Forfeiture Form for 11745 E. Hwy. 20

Action Taken: _____

- g. Discussion and consideration of adopting a Mission Statement for District

Action Taken: _____

- h. Discussion and consideration of appointing a committee for creating new bylaws, policies and procedures

Action Taken: _____

- i. Discussion and consideration of appointing a budget committee

Action Taken: _____

Closed Session **Time:** _____

- a. Discussion and consideration of update of anticipated litigation with Aircon Energy pursuant to Government Code 54956(b)

Action Taken: _____

- b. Discussion and consideration of eminent domain concerning 589 Keys Blvd

Action Taken: _____

Open Session **Time:** _____

Directors and Committee's Reports and Comments:

Adjournment **Time:** _____

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**Clearlake Oaks County Water District
Administrative Assistant Report
January 21, 2016**

Administrative/Grant Status:

- **State Water Resources Control Board (SWRCB), Wastewater Collection Infiltration and Inflow Construction Application;** With the help of MC Engineering, I am working on getting all four packets completed to move right into construction of the Inflow and Infiltration now that the study is complete. The Environmental notice is posted at the County, has ran in the Record Bee, and has been mailed to surrounding neighbors for Lift Stations 2 and 7
- **Department of Water Resources (DWR), Distribution System Study Amount requested: \$412,000.00, amount approved: \$400,000**
MC Engineering is three months (approx 21%) into this study. DWR has been extremely slow regarding reimbursements, and currently, the District three outstanding claims. MC Engineering may have to slow down work until claims are paid.
- **State Water Resources Control Board (SWRCB), Repairs and Replacement of Sewer Mains. Amount Requested: \$3,850,000,** will become part of the I & I Construction application mentioned above.
- **State Water Resources Control Board (SWRCB), Wastewater Treatment Plant Reclamation Study Amount Requested: \$299,640.** The District has received the agreement, returned the two original signature pages, and now waiting to receive our signature page back from State.
- **USDA Waste Water Treatment Plant (Loan) \$2.8M,** Monies through USDA will become available once the pre-design, design, and contract awarding phase is complete. Meanwhile, the District has obtained a bridge loan to help pay engineering costs until this phase is complete.
- **USDA Waste Water Treatment Plant (grant) \$1M,** this grant will become available once the loan has been disbursed.
- **Completed** CPR training for Staff along with Staff currently working on completing additional training with Target Solutions.

Respectfully submitted,
Dianna Mann
Administrative Asst.

Clearlake Oaks County Water District Customer Service Report

February 10, 2016

To: Clearlake Oaks County Water District, Board of Directors

From: Magen Estep, Customer Service Lead

RE: February 2016 Meeting Update

***Bank Transfers:** CRP transfers have been completed as per direction of General Manager, Alan Gardner for the months of December 2015 and January 2016.

***Forfeiture Packet Updates:** After review of the forfeiture packet General Manager, Alan Gardner has presented the need for review of the release of liability form. With this he has stated that he will be reviewing said form and presenting updates to the Board.

***Upcoming:** I have spoke with our IT person regarding updates that will need to be done within the next year in reference to our server and other District equipment. He will be compiling a list of priority items that will be provided to the General Manager for the upcoming budget year.

***Other:** We have been working hard to keep things going on both the CSR and AP side of things. I feel things are going ok in terms of the processing of day to day tasks. There are several things that I have not been able to tend to as I have been working more on the daily duties and not as much on the list of "to do's" and for this I apologize if there is a delay in any requests.

Magen Estep
Customer Service Lead

Clearlake Oaks County Water District

12952 East Highway 20, P.O. Box 709

Clearlake Oaks, CA 95423

(707) 998-4758 Phone (707) 998-1245 Fax

www.clocwd.org website f.trujillo@clocwd.org e-mail

This is a brief report of notable events for the month of January, 2016

A Plant Report to SWRCB was completed, and mailed to Sheri Miller @ SWRCB on January 6, 2016. A copy was filed at the water plant

Water produced in the month of January 2016 was 14,928 mg; at this time last year the production was 14,155 mg. This month's production is 773,000 gallons higher than last year, or a 6% increase. Last month as you may recall our production was 1.6 mg higher than the previous year. This is a very welcome improvement, kudos to the Distribution crew who have been diligently repairing existing leaks and leaks that have become apparent during January and continuing into this month.

Another positive note is that although our production for the month was above last year, our chemical dosage per millions of gallons has decreased by 9%, our coagulant dosage has remained par with last year but we have seen a small decrease in our disinfectant demand.

As far as our generator failing the load test on the January 8th. I included this result in my monthly report to the SWRCB so that they are aware of what is going on. I hope to have something positive to report before my next report is due and I am sure that our regulators, Sheri Miller and Amy Little, would also welcome some positive feedback concerning this issue. A tentative time frame and a solution to this problem would be very welcome to an issue that has existed at the water plant since before my date of hire.

The lake conditions are continuing to improve, our lake level is slowly rising, this month alone it has risen 3.1 feet and continues to slowly rise. Barring severe storms during the remainder of the season we should be in very good shape for the summer months to com.

The water plant is still performing well, we are still backwashing every other day, there have been no plant alarms or issues that come to mind at this time.

Thank you,



Frank Trujillo, Chief Operator

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CLEARLAKE OAKS COUNTY WATER DISTRICT
Wastewater Treatment Plant Report
FEBRUARY 2016

Reporting Period: January, 2016

From: Pam Parker, Supervisor/Lead Plant Operator WWTP

To: Clearlake Oaks County Water District Board of Directors

February 8, 2016

Influent flows to the Wastewater Treatment Plant averaged 329,000 gallons per day in the month of January. With the daily recordings, the current lake level is 4.52 feet at the Rumsey Gauge. We received 8.250" of rain in the month of January. The average lake level was 2.77 feet at the Rumsey Gauge, however January 2015; the monthly average was 2.84 feet at Rumsey.

On January 15th I submitted the annual GWM (groundwater monitoring) Report to Guy Childs. I have been working with Dean Enderlin who oversees our GWM program and he is working on the April 2016 Groundwater Monitoring Well Evaluation Report due in April. This report is part of the CAO R5-2014-0707 Cleanup and Abatement Order.

Operations and treatment is running normal with the performance of all routine maintenance.

Thank you,



Pam Parker
Supervisor/Lead Operator

Clearlake Oaks County Water District l.e

P.O. Box 709 / 12952 East Highway 20

Clearlake Oaks, CA 95423

(707) 998-3322 Phone (707) 998-1245 Fax

Website: www.clocwd.org Email: j.mitchell@clocwd.org

February 10, 2016

Dear Board of Directors,

The following shall serve as an informational report for the month of January 2016. I apologize in advance for any overlooked items, this is my first report, and I will add any missed items on next month's report.

Lift Station 2:

As you may all be aware Lift Station 2 was severely damaged during a tree trimming incident. A limb was dropped onto the power lines at which point the pole was pulled over destroying the motor starters in the control box as well as the breaker below the meter. We were able to reassemble the control box with used parts and mount it to the 25KW generator at which point we were able to run it on generator power which resulted in only one night of Action having to pump the lift station with trucks. Coastal Mountain Electric worked diligently for the next week putting up a new pole as well as a back board to get the station back on PG&E.

I can report that with the exception of some clean up in the front yard of unit 40; lift station 2 is currently running on PG&E. There are some parts on order to update and fix the controls but nothing that will affect the current operations of the lift station.

This Lift Station is now capable of running on generator power safely.

Lift Station 7:

While the world was falling apart at Lift Station 2, construction of the bypass was carrying on at lift Station 7.

I can report that with the exception of the Camlock fittings and hoses (all of which are ordered as of today) that the bypass is complete including the paving.

While the bypass was being put in, the transfer switch for PG&E was also being installed. That project is now done and the lift station has run on the new generator for approximately one hour. An instruction book has been made that includes pictures and, in addition, training has been provided so that District Staff can safely hook up the generator at Lift Station 7.

Leaks:

We continue to work away at leaks as much as time allows. While it may seem we are not making much progress, a priority list has been generated and we continue to work down it. I am fully aware that unattended leaks result in non-revenue money, so please be aware we are doing the best we can in this area and will continue to fix leaks as they show up or are reported.

Backups and Blockages:

We have had a hand full of customer backups over the last month but nothing severe enough to warrant a spill report which is always nice on our end.

We did however have a blockage on Lakeview between two manholes that was a reportable offense. It was cleaned up in a timely manner with a minimal amount of discharge.

Margaret Medeiros
President

Karl Hosier
Vice President

Judith Heeszal
Director

Dena Barron
Director

Richard Kuehn
Director

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These are normal occurrences that no one should be alarmed about as much as just made aware that they happen and that they take priority over everything else.

Respectfully Submitted,
Jason Mitchell,
Operations Manager.

Margaret Medeiros
President

Karl Hosier
Vice President

Judith Heeszal
Director

Dena Barron
Director

Richard Kuehn
Director

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February 9, 2016

General Manager's Board Letter

Loans/Grants/ Accounting:

See Dianna's Report

Items done since the last Board Meeting:

- Field customer phone calls and meeting personally with any and all customers on questions regarding the rate changes and forfeiture agreements.
- **Staff changes:** Jason is the new Operations Manager and Chief of Distribution. Dan has accepted an Operator III position at the water plant, will be the field trainer, used as an advisor, and substitute for Frank and Jason as requested. We are still within budget.
- **Water Plant Generator**
 - Based on the potential costs of renting, as asked and informally approved at the last meeting, I've been exploring buying a good used generator. I also explored finding a generator we could buy and use until the water study is done when we could get a new generator paid for through a grant, then selling the interim one.
 - What's new is that there was a regulation change the last month or two. The County will be going from tier 2 to tier 4 in 2020. If we buy a tier 1 or 2 or 3, they will have to meet 2020 standards in 2020. This can be done by adding a special filter that costs in the neighborhood of \$25,000. Based on the new regulation the best recommendation is to:
 - See if the current generator can be made operational until the water grant is available. I'm thinking that the \$15,000 range may be reasonable since that's my estimate of the net cost of buying an interim generator and reselling it if grant money is available. NOTE: to use it we have to shut down about half of the plant to avoid low voltage burnout to equipment.
 - Find an acceptable 250kw generator intended for short term ownership and later resale. Make sure it is acceptable to the County for interim use.
 - Even if it is an acceptable long term one, I'd still want to get the permanent one under the grant and sell the temp as the most cost effective course for the District. It's not cost effective to buy a new one now since we may qualify for grant money. The range for a new one is \$70-80000.
 - Additionally, the existing transfer switch may be useable. We've had one opinion that it could work. Given Pacific Cummings prior comments about the switch I'm getting a second opinion, especially given the age and rating of the switch.
- **CSA 16.**
 - LAFCO has approved the annexation and our conditions for work to be done before we formally accept.

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- The automatic clay valve preliminary design for Harvey is past promised. They need the water study MC's doing. They contributed about \$6500 to MC for that purpose.
- There is agreement on a Harvey site if the water model confirms it works, Please recall that Sherri at the Regional Board has indicated that the SWRCB will ok a separate grant for that tank in additional to our existing grant application to replace the two redwood tanks. She will assist in expediting it.
- The owner of the Harvey site is anxious to cooperate. I have not secured the easement because public right of way to the property turned out to be questionable. And, I didn't want to open a negotiation like authorized until I knew where we stood with access to the address since there will be other costs. I anticipate a favorable ruling.
- If the current Harvey site doesn't work then there is another one on an adjoining parcel up the hill and I will talk to the owner. We do have an existing 20' easement from Harvey Blvd to that second site. It is unoccupied with street access, and the owner lives in Kansas. I have not contacted the owner.

- **Lift Stations**

- **Re 2**

- The upgrade to the panel was completed.
- Shortly after, the lift's pole and electronics on the pole were severely damaged when a neighbor cut a tree that hit the electrical line to our pole, shattering the base, and severing the PGE line.
- We were able to use the 25kw generator 24/7 for the week it took to make the repairs. After initial 24 hour coverage on the generator, it was then checked every two hours until the power was restored.
- The accident was reported immediately to our carrier, along with the preliminary investigation.

- **Re 7**

- The work is completed: an upgraded electrical panel; the bypass; repair of all facilities from the outage; installation of a new pump; and acquiring the trash pump for under half of the \$16,000 authorized; and repaving. It is operational.
- Mrs. Niemi advised she had additional deaths, including the brother of her late husband, and illness in her family in November and December.
- It sounds like she will cooperate. She just asked for additional time, in which I concurred.
- Bank of America has not contacted me as promised by early January. Since they do not have a current vehicle to loan on vacant property, I suspect the transfer to a vacant property is internally difficult.

- Eminent Domain. Delayed serious discussion with a lawyer pending talking further with Mrs. Niemi.

- **Re 1, 3, 4, 5, 6, 10, 11 and 12.**

11

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- The panel upgrade drawings are done and out to bid as directed by the Board. We hope to have a final contract shortly after the Board meeting. Per the Board's decision this will not be under the USDA loan.
- **Deferred to this meeting.**
 - **Sewer valves:** Staff is deferring the request for an additional 10" valve near wastewater plant. **We do want to move forward** placing 6" on L10 and 4" on L 11, near the force main from L 7. The purpose is to isolate the mains so that we don't have shut down all three and evacuate the lines all the way to L 7, at a significant expense in pump trucks and employee time. The last outage was on L 11 in 11/2014. It was a blowout not a fracture. It required 7, 10 and 11 to be shut off and drained using two trucks for 7 hours plus our employee time. Having the new valves in place would have essentially saved their cost with the first use. The suggestion that there may be a valve in a field doesn't come from direct knowledge of placement. We do not have a record of one in that area.
 - **Water valves on Keys.** We need an 8" insta-valve near Konocti and two standard gate valves.
- Aircon. To be updated in closed session.

Items still working on:

- Need to review easements for all district facilities.
 - **NOTE: District cannot receive any grant monies for projects where we do not have written easements, e.g. the tanks.** We need this attended to because first construction is a year or less out.
- Review over production of Solar Field. **NOTE:** checking new CPUC rule that would allow us to feed several sites, which would use up the overproduction.

Alan Gardner, GM

12

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Revenue Totals Up To 2/11/16

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
<u>2014 - 2015</u>	\$714,289.03	\$563,314.59	\$1,277,603.62
<u>2015 - 2016</u>	\$721,718.80	\$669,322.68	\$1,391,041.48

	<u>2014</u>						<u>2015</u>	<u>YTD Totals</u>
	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	
Water	103,765.21	103752.19	104908.97	104913.13	82587.63	96852.97	93119.95	
Water Penalty	2,403.23	2032.29	2458.51	2648.31	1923.14	2944.52	3030.7	
Water Int	0.00	0.27	0	0	0	0.41	0	
Water Misc	5,418.20	2806.61	3064.29	36004.69	2500.19	4739.79	3711.7	
Water Redist	-8,517.67	-7680.55	-7128.15	-7220.7	-7143.8	-6959.1	-6647.9	
Water Total	\$103,068.97	\$100,910.81	\$103,303.62	\$136,345.43	\$79,867.16	\$97,578.59	\$93,214.45	<u>\$714,289.03</u>
Sewer	77,711.39	74085.18	77407.62	82301.67	66315.8	83654.92	80619.34	
Sewer Surchg	2,109.87	2537.32	2426.8	2391.78	1965.86	1572.7	1513.36	
Sewer Penalty	354.22	314.84	619.92	492.95	304.41	286.09	398.91	
Sewer Int	0.00	0.23	0	0	0	0.58	0	
Swr Surchg Penalty	771.75	740	950	840	620	519.6	400	
Sewer Surchg Int	0.00	0.01	0	0	0	0	0	
Sewer Misc	0.00	0	0	0	0	10.36	0	
Sewer Redist	-97.73	-97.73	-148.91	-154.91	-152.91	-115.97	-154.73	
Sewer Total	\$80,849.50	\$77,579.85	\$81,255.43	\$85,871.49	\$69,053.16	\$85,928.28	\$82,776.88	<u>\$563,314.59</u>
Total Revenue	<u>\$183,918.47</u>	<u>\$178,490.66</u>	<u>\$184,559.05</u>	<u>\$222,216.92</u>	<u>\$148,920.32</u>	<u>\$183,506.87</u>	<u>\$175,991.33</u>	<u>\$1,277,603.62</u>

	<u>2015</u>						<u>2016</u>	<u>YTD Totals</u>
	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	
Water	101269.59	88979.72	85263.78	87145.14	81115.19	84341.19	85509.06	
Water Penalty	2786.05	1778.13	1819.99	2586.1	2396.41	2290.32	3025.67	
Water Int	0	0	0	0	0	0	0	
Water Misc	3612.29	3078.86	4746.88	3327.4	2738.52	3732.85	5465.33	
Water Redist	-9448.87	-8252.91	-9132.11	-8007.98	-8389.71	-6558.7	-8179.97	
Water CRP	3226.85	16550.2	18698.66	19498.9	19546.18	20831.61	19358.26	
Water CRP Penalty	0	326.14	893.09	1159.82	1092.34	736.32	762.21	
Water Total	\$101,445.91	\$102,460.14	\$102,290.29	\$105,709.38	\$98,498.93	\$105,373.59	\$105,940.56	<u>\$721,718.80</u>
Sewer	81330.9	78863.12	76251.93	74837.51	75907.17	80686.85	74685.69	
Sewer Surchg	1648.81	460.96	141.11	23.96	0.36	0	40.44	
Sewer Penalty	320.73	180.33	230	335.19	401.9	363.71	314.69	
Sewer Int	0	0	0	0	0	0	0	
Swr Surchg Penalty	670	250	20	20	0	0	0	
Sewer Surchg Int	0	0	0	0	0	0	0	
Sewer Redist	-159.9	-113.28	-111.42	-53.3	-53.35	-58.3	-54.42	
Sewer CRP	2936.87	16619.79	19790.47	19703.68	20326.13	21941.63	19364.11	
Sewer CRP Penalty	0	80.88	123.19	269.17	334.33	233.56	217.48	
Sewer Total	\$86,747.41	\$96,341.80	\$96,445.28	\$95,136.21	\$96,916.54	\$103,167.45	\$94,567.99	<u>\$669,322.68</u>
Total Revenue	<u>\$188,193.32</u>	<u>\$198,801.94</u>	<u>\$198,735.57</u>	<u>\$200,845.59</u>	<u>\$195,415.47</u>	<u>\$208,541.04</u>	<u>\$200,508.55</u>	<u>\$1,391,041.48</u>

13

Clearlake Oaks County Water District
Summary Balance Sheet
As of January 31, 2016

2,901

	<u>Jan 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	958,558.22
Other Current Assets	<u>662,241.00</u>
Total Current Assets	1,620,799.22
Fixed Assets	<u>5,888,102.78</u>
TOTAL ASSETS	<u><u>7,508,902.00</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	86,793.42
Credit Cards	12,010.42
Other Current Liabilities	<u>148,506.06</u>
Total Current Liabilities	<u>247,309.90</u>
Total Liabilities	247,309.90
Equity	<u>7,261,592.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>7,508,902.00</u></u>

14

Clearlake Oaks County Water District
Balance Sheet
 As of January 31, 2016

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	Jan 31, 16
ASSETS	
Current Assets	
Checking/Savings	
102.04 · DWR - CHECKING	400.00
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) - Other	290,491.03
Total 101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550)	479,491.03
102.01 · WEST AMERICA - REGULAR CHECKING (WEST AMERICA BANK CHECKIN...	325,144.52
102.02 · WAB SAVINGS - CRP WATER	77,735.06
102.03 · WAB SAVINGS - CRP SEWER	75,787.61
Total Checking/Savings	958,558.22
Other Current Assets	
103 · PETTY CASH (PETTY CASH - WAS 1013200)	300.00
104 · COUNTY TREASURY (COUNTY TREASURY - WAS 1013201)	21,680.00
132 · CIP SEWER (CAPITOL IMPROVEMENTS - SEWER - WAS 1199200)	366,081.00
135 · CIP WATER (CAPITOL IMPROVEMENTS - WATER - WAS 1199100)	74,033.00
114 · ACCOUNTS RECEIVABLE. (ACCOUNTS RECEIVABLE - WAS 1097010)	176,790.00
115 · PRE-PAID INSURANCE (PRE-PAID INSURANCE - WAS 1097840)	23,357.00
Total Other Current Assets	662,241.00
Total Current Assets	1,620,799.22
Fixed Assets	
120 · EQUIPMENT (EQUIPMENT - WAS 1011181)	
120.01 · GENERAL EQUIPMENT (GENERAL EQUIPMENT - WATER - WAS 1011190)	1,724,045.28
Total 120 · EQUIPMENT (EQUIPMENT - WAS 1011181)	1,724,045.28
122 · Buildings (OFFICE BUILDING - WAS 1011180)	8,475,638.00
124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161)	
124.30 · Lift Stations	22,682.50
124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161) - Other	3,136,437.00
Total 124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161)	3,159,119.50
125 · Land	276,470.00
129 · ALLOW. FOR DEPRECIATION	-7,747,170.00
Total Fixed Assets	5,888,102.78
TOTAL ASSETS	7,508,902.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · ACCOUNTS PAYABLE (ACCOUNTS PAYABLE - WAS 2097200)	86,793.42
Total Accounts Payable	86,793.42
Credit Cards	
210 · Cal Card	
210.05 · Cal Card - Dan - 4075	3,804.32
210.04 · Cal Card - Alan - 4000	8,406.10
210.01 · Cal Card - Iris - 2083	-200.00
Total 210 · Cal Card	12,010.42
Total Credit Cards	12,010.42

15

10:36 AM
02/10/16
Accrual Basis

Clearlake Oaks County Water District
Balance Sheet
As of January 31, 2016

216.1

	<u>Jan 31, 16</u>
Other Current Liabilities	
280 · Loan	
280.01 · Kansas State Bk - VACON	85,772.41
280.03 · Kansas State Bk - Camera Traile	20,832.53
Total 280 · Loan	<u>106,604.94</u>
221 · Health Ins - EE Portion	-5,788.61
222 · Direct Deposit Liabilities (Direct Deposit Liabilities)	-2,051.10
223.40 · ACCRUED PAYROLL (ACCRUED PAYROLL - WAS 2097105)	2,051.10
223.45 · FICA & SOCIAL SEC PAYABLE (FICA & SOCIAL SEC PAYABLE - WAS 20...	-340.68
223.50 · MEDICARE TAX PAYABLE (MEDICARE TAX PAYABLE - WAS 2097112)	-160.05
223.55 · FEDERAL PAYROLL TAX WITHHOLDING (FEDERAL PAYROLL TAX WIT...	-377.00
223.60 · STATE PAYROLL TAX WITHHOLDING (STATE PAYROLL TAX WITHHOL...	-84.49
223.65 · STATE DISABILITY PAYABLE (STATE DISABILITY PAYABLE - WAS 2097...	-24.73
223.75 · PAYROLL DEDUCTION - INS CO-PAY (PAYROLL DEDUCTION - INS CO-...	-590.11
223.85 · MISC DEDUCTIONS PAYABLE (MISC DEDUCTIONS PAYABLE - WAS 20...	250.00
223.90 · COMPENSATED EMPLOYEE BENEFITS (COMPENSATED EMPLOYEE B...	49,102.00
24000 · Payroll Liabilities (Unpaid payroll liabilities. Amounts withheld or accrue...	-85.21
Total Other Current Liabilities	<u>148,506.06</u>
Total Current Liabilities	<u>247,309.90</u>
Total Liabilities	247,309.90
Equity	
302 · RETAINED EARNINGS (RETAINED EARNINGS - WAS 3030300)	6,009,715.61
304 · Opening Balance Equity (Opening balances during setup post to this account. T...	328,889.15
306 · Retained Earnings - OLD (Undistributed earnings of the corporation - ENDS 06/...	708,745.59
Net Income	214,241.75
Total Equity	<u>7,261,592.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>7,508,902.00</u></u>

16

10:30 AM

Clearlake Oaks County Water District

02/10/16

Profit & Loss

Accrual Basis

July 2015 through January 2016

2162

	Admin (GL)	DC (GL)	Sewer (GL)	Water (GL)	Total GL
Income					
Income					
410 · Client Reg Pmt	1,560.80	0.00	515,714.10	603,682.99	1,120,957.89
420 · Connection Fees	0.00	0.00	0.00	1,815.00	1,815.00
425 · CRP (Capital Replacment Plan)	0.00	0.00	115,831.60	116,669.74	232,501.34
430 · Penalty & Interest	0.00	0.00	3,772.25	18,284.78	22,057.03
440 · Misc Revenue	0.00	0.00	0.00	21,063.51	21,063.51
450 · Other - Non SW Rev	0.00	0.00	59,634.99	79,846.51	139,481.50
Total Income	1,560.80	0.00	694,952.94	841,362.53	1,537,876.27
Total Income	1,560.80	0.00	694,952.94	841,362.53	1,537,876.27
Gross Profit	1,560.80	0.00	694,952.94	841,362.53	1,537,876.27
Expense					
Salaries & EE Benefits					
505 · Salaries & Wages	151,048.63	98,041.11	82,941.49	61,110.07	393,141.30
510 · Contract Labor	0.00	0.00	8,250.00	0.00	8,250.00
520 · FICA - District Share	11,205.27	7,110.44	6,036.29	4,662.16	29,014.16
530 · Medical Ins - Dist Share	26,272.15	22,125.72	20,613.44	7,541.81	76,553.12
540 · PERS - District Share	14,871.81	6,890.20	5,127.05	5,331.35	32,220.41
550 · Unemployment	3,237.08	26.07	0.00	324.54	3,587.69
560 · Workers Comp Ins	3,086.95	6,050.55	2,690.45	4,184.05	16,012.00
Total Salaries & EE Benefits	209,721.89	140,244.09	125,658.72	83,153.98	558,778.68
Services & Supplies					
605 · Advertising	7,910.35	0.00	0.00	0.00	7,910.35
610 · Bank Fees	842.97	0.00	0.00	12.00	854.97
620 · Communications & Internet	1,654.07	0.00	1,887.03	2,222.85	5,763.95
625 · Equip - Field (\$300-\$4999)	0.00	392.38	392.38	392.37	1,177.13
630 · Equip - Office	302.22	0.00	13.45	0.00	315.67
640 · Fuel & Oil	0.00	10,319.70	49.60	63.10	10,432.40
645 · Insurance	286.00	0.00	28,586.00	28,586.00	57,458.00
650 · Interest	-0.33	2,395.50	0.00	0.00	2,395.17
657 · Lab	0.00	0.00	7,055.79	7,882.64	14,938.43
660 · Memberships & Subscription	1,388.23	0.00	4,228.88	27,051.20	32,668.31
665 · Mileage Reimb	713.33	179.98	453.68	88.47	1,435.46
670 · Postage & Shipping	4,439.54	6.74	0.00	14.35	4,460.63
675 · Professional Services					
675-5 · USDA Construction Loan					
675-5.1 · Adams and Ashby Group	0.00	0.00	810.00	0.00	810.00
Total 675-5 · USDA Construction Loan	0.00	0.00	810.00	0.00	810.00
675-4 · MC USDA Construction Loan	0.00	0.00	8,862.50	0.00	8,862.50
675-2 · MC Water Distribution Study	0.00	0.00	0.00	30,029.94	30,029.94
675-1 · MC Infow & Infiltration Study	0.00	0.00	2,143.95	0.00	2,143.95
675 · Professional Services - Other	16,651.24	0.00	3,136.86	100.00	19,888.10
Total 675 · Professional Services	16,651.24	0.00	14,953.31	30,129.94	61,734.49
685 · Rents	3,401.32	0.00	0.00	0.00	3,401.32
690 · Safety & Security	345.70	2,471.48	3,089.78	955.44	6,862.40
700 · Small Tools & Instruments	0.00	5,147.84	3,297.37	1,302.58	9,747.79
703 · Supplies - Clothing & Personal	857.81	763.99	884.89	618.10	3,124.79
705 · Supplies - Office	3,143.49	144.31	639.82	647.16	4,574.78
715 · Supplies - Operating	0.00	214.81	45,453.22	60,827.29	106,495.32
720 · Supplies - Other	0.00	0.00	2,979.40	280.97	3,260.37
730 · Taxes - Licenses	0.00	346.00	1,559.00	1,856.57	3,761.57
735 · Training	310.50	60.00	1,090.50	90.00	1,551.00
745 · Travel	0.00	0.00	86.69	0.00	86.69
750 · Utilities	2,387.40	0.00	38,286.61	64,309.83	104,983.84
760 · Waste Disposal	248.28	46.52	21,371.02	38.85	21,704.67

17

10:30 AM
 02/10/16
 Accrual Basis

Clearlake Oaks County Water District
Profit & Loss
 July 2015 through January 2016

2,163

	Admin (GL)	DC (GL)	Sewer (GL)	Water (GL)	Total GL
795 · Yolo Co	0.00	0.00	0.00	20,188.01	20,188.01
799 · Misc	12.69	2.12	13.43	5,524.64	5,552.88
Total Services & Supplies	44,894.81	22,491.37	176,371.85	253,082.36	496,840.39
Repairs & Replacement					
850 · CRP					
850.2 · Water	0.00	0.00	0.00	55,936.77	55,936.77
850.1 · Sewer	0.00	0.00	7,393.46	0.00	7,393.46
Total 850 · CRP	0.00	0.00	7,393.46	55,936.77	63,330.23
810 · R&R Buildings & Grounds	729.96	161.09	36,502.19	11,594.78	48,988.02
815 · R&R Damage Claim (Cost to fix an...	0.00	0.00	-6,470.26	0.00	-6,470.26
820 · R&R Electronics	1,988.87	310.80	360.00	2,346.21	5,005.88
830 · R&R Equip & Tools	0.00	2,358.18	4,318.52	1,517.30	8,194.00
832 · R&R D/C	0.00	33.09	21,436.55	28,637.75	50,107.39
840 · R&R Vehicles	0.00	2,729.92	12,243.49	3,961.25	18,934.66
Total Repairs & Replacement	2,718.83	5,593.08	75,783.95	103,994.06	188,089.92
7190 · SAFETY - SEWER OP (SAFETY - SE...	0.00	0.00	-11.51	0.00	-11.51
66000 · Payroll Expenses (Payroll expens...	-403.07	0.00	0.00	0.00	-403.07
Total Expense	256,932.46	168,328.54	377,803.01	440,230.40	1,243,294.41
Net Income	-255,371.66	-168,328.54	317,149.93	401,132.13	294,581.86

18

Clearlake Oaks Co Water District
Budget Variance Report January 2016

2,0.4

7

Target % > **58%**

WATER

SEWER

Thru End of January 2016 Summary	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
Total Operating Revenue	1,258,872	734,342	724,693	58%	1,228,736	716,763	579,121	47%
Total Operating Expenses	970,909	566,364	597,126	62%	1,040,074	606,710	583,254	56%
Operating Balance (loss)	287,963	167,978	127,567		188,662	110,053	(4,133)	
420 Connection Rev			1,815				-	
425 CRP Rev	130,872	76,342	116,670	89%	168,036	98,021	115,832	69%
435 Loan/Grant Rev		-				-		
450 Other-Non S/W Rev	96,000	56,000	79,847	83%	85,000	49,583	59,635	70%
CRP Exps	130,872	76,342	55,937	43%	168,036	98,021	7,393	4%
Loan/Grant Exps		-				-		
Debt Service Exp	37,391	21,811	6,145	16%	57,250	33,396	6,145	11%
Depreciation Exp	194,168	113,265		0%	165,786	96,709		0%
Change In Net Position (loss)	152,404	110,714	263,817		50,626	62,927	157,796	

Report Revenue Notes:

675 - Auditor, and MC Engineering Title 22 Feasibility

WestAmer Op \$ 288,419

700 - Tools for both water and sewer

WestAmer(2) CRP Accounts 153,523

703 - Purchased most of the clothing for the year.

LAIF 479,491

Total \$ 921,433

Previous month -

Beginning fiscal year -

WATER

SEWER

Thru End of January 2016 Operating Revenue	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
410 Client Reg Pmt	1,100,000	641,667	603,683	55%	1,047,200	610,867	515,714	49%
430 Penalty & Interest	28,000	16,333	18,285	65%	13,500	7,875	3,772	28%
425 CRP	130,872	76,342	116,670	89%	168,036	98,021	115,832	69%
440 Misc (bulk water, e	0	0	21,064		0	0	-	0%
Total Revenue >	1,258,872	734,342	759,702	60%	1,228,736	716,763	635,318	52%

Thru End of January 2016 Operating Expenses	Budget		Actual		Budget		Actual	
	Annual	YTD	YTD	% Spent	Annual	YTD	YTD	% Spent
505 Salaries & Wages	346,547	202,153	185,655	54%	371,852	216,914	207,486	56%
510 Contracted Labor	14,000	8,167	-	0%	14,000	8,167	8,250	59%
520 FICA - District Share	28,578	16,670	13,820	48%	30,670	17,891	15,194	50%
530 Medical Ins - Distric	76,995	44,914	31,741	41%	107,816	62,892	44,812	42%
540 PERS - District Share	35,875	20,927	16,212	45%	33,795	19,714	16,008	47%
550 Unemployment	5,500	3,208	1,956	36%	5,500	3,208	1,632	30%
560 Workers Comp Ins	15,857	9,250	8,753	55%	14,134	8,245	7,259	51%

19

216.5

Services and Employee Benefits >	523,352	305,289	258,137	49%	577,767	337,031	300,642	52%
605 Advertising	125	73	3,955	3164%	125	73	3,955	3164%
610 Bank Fees	2,800	1,633	433	15%	2,800	1,633	421	15%
620 Communications &	5,500	3,208	3,050	55%	4,500	2,625	2,714	60%
622 Board Exp	250	146	-	0%	250	146	-	0%
625 Equip - Field (\$300-	2,000	1,167	589	29%	4,000	2,333	589	15%
630 Equip - Office	850	496	151	18%	1,350	788	164	12%
640 Fuel & Oil	12,000	7,000	5,223	44%	11,500	6,708	5,209	45%
645 Insurance	38,500	22,458	28,729	75%	38,500	22,458	28,729	75%
650 Interest	2,050	1,196	1,198	58%	3,850	2,246	1,198	31%
657 Lab	16,000	9,333	7,883	49%	21,000	12,250	7,056	34%
660 Memberships & Sub	16,750	9,771	27,745	166%	23,550	13,738	4,923	21%
665 Mileage Reimb	1,750	1,021	535	31%	1,550	904	900	58%
670 Postage & Shipping	4,850	2,829	2,237	46%	4,800	2,800	2,223	46%
675 Professional Service	10,150	5,921	38,456	379%	25,150	14,671	23,279	93%
685 Rents	6,200	3,617	1,701	27%	6,200	3,617	1,701	27%
690 Safety & Security	4,808	2,804	2,364	49%	11,808	6,888	4,498	38%
700 Small Tools & Instru	2,150	1,254	3,877	180%	3,250	1,896	5,871	181%
703 Supplies - Clothing	1,950	1,138	1,429	73%	2,450	1,429	1,696	69%
705 Supplies - Office	3,350	1,954	2,291	68%	3,950	2,304	2,284	58%
715 Supplies - Operatin	47,000	27,417	60,935	130%	40,000	23,333	45,561	114%
720 Supplies - Other	1,525	890	281	18%	1,525	890	2,979	195%
730 Taxes - Licenses	2,000	1,167	2,030	101%	2,800	1,633	1,732	62%
735 Training	3,050	1,779	275	9%	4,050	2,363	1,276	32%
745 Travel	2,000	1,167	-	0%	2,000	1,167	87	4%
750 Utilities	97,050	56,613	65,504	67%	72,050	42,029	39,480	55%
760 Waste Disposal	550	321	186	34%	60,250	35,146	21,519	36%
795 Yolo Co	37,000	21,583	20,188	55%				
799 Misc	7,750	4,521	5,532	71%	7,750	4,521	21	0%
Services and Supplies >	329,958	192,475	286,776	87%	361,008	210,588	210,066	58%
810 R&R Buildings & Gr	29,500	17,208	12,040	41%	19,500	11,375	36,948	189%
815 R & R Damage Clair	5,000	2,917	-	0%	5,000	2,917	(6,470)	-129%
820 R&R Electronics	6,050	3,529	3,496	58%	5,550	3,238	1,510	27%
830 R&R Equip & Tools	3,050	1,779	2,696	88%	11,250	6,563	5,498	49%
832 R&R Mains/Service	60,000	35,000	28,654	48%	40,000	23,333	21,453	54%
840 R&R Vehicles (\$2k/	14,000	8,167	5,326	38%	20,000	11,667	13,608	68%
850.1 CRP Sewer	197,143	115,000			197,143	115,000	11,549	6%
850.2 CRP Water	200,517	116,968	103,994					
Repairs & Replacement >	117,600	68,600	52,213	44%	101,300	59,092	72,547	72%
Total Expenses >	970,909	566,364	597,126	62%	1,040,074	606,710	583,254	56%

Report Expense Notes:

660w Annual Water Permits

66000 Payroll expense adjustment for tax refund

675 Loans & grants shows expense but not the repayment--makes expense look high

20

Administration - Budget Variance Report 2015

Target % >

58.3%

Thru End of January 2016		2015-2016 Budget		Actual	%	Total
Expenses	Annual	YTD	YTD	Spent	Remaining	
505 Salaries & Wages	300,390	175,227	151,049	50.3%	149,341	
510 Contracted Labor	-	-			-	
520 FICA - District Share	24,976	14,570	11,205	44.9%	13,771	
530 Medical Ins - District Share	72,060	42,035	26,272	36.5%	45,788	
540 PERS - District Share	37,589	21,927	14,872	39.6%	22,717	
550 Unemployment	11,000	6,417	3,237	29.4%	7,763	
560 Workers Comp Ins	7,522	4,388	3,087	41.0%	4,435	
Salaries and Employee Benefits >	453,536	264,563	209,722	46.2%	243,814	
605 Advertising	250	146	7,910	3164.1%	(7,660)	
610 Bank Fees	5,600	3,267	843	15.1%	4,757	
620 Communications & Internet	3,000	1,750	1,654	55.1%	1,346	
622 Board Exp	500	292		0.0%	500	
625 Equip - Field (\$300-\$4999)	0	0		0.0%	0	
630 Equip - Office	700	408	302	43.1%	398	
640 Fuel & Oil	0	0		0.0%	0	
645 Insurance	0	0	286	28600000.0%	(286)	
650 Interest	0	0		0.0%	0	
657 Lab	0	0		0.0%	0	
660 Memberships & Subscriptions	700	408	1,388	198.3%	(688)	
665 Mileage Reimb	2,000	1,167	713	35.7%	1,287	
670 Postage & Shipping	9,400	5,483	4,440	47.2%	4,960	
675 Professional Services	16,300	9,508	16,651	102.2%	(351)	
685 Rents	7,400	4,317	3,401	46.0%	3,999	
690 Safety & Security	315	184	346	109.7%	(31)	
700 Small Tools & Instruments	0	0		0.0%	0	
703 Supplies - Clothing & Personal	400	233	858	214.5%	(458)	
705 Supplies - Office	5,000	2,917	3,143	62.9%	1,857	
715 Supplies - Operating	0	0		0.0%	0	
720 Supplies - Other	50	29		0.0%	50	
730 Taxes - Licenses	0	0		0.0%	0	
735 Training	600	350	311	51.8%	290	
745 Travel	1,000	583		0.0%	1,000	
750 Utilities	4,100	2,392	2,387	58.2%	1,713	
760 Waste Disposal	500	292	248	49.7%	252	
795 Yolo Co	0	0		0.0%	0	
799 Misc	500	292	13	2.6%	487	
Services and Supplies >	58,315	34,017	44,895	77.0%	13,420	
810 R&R Buildings & Grounds	4,000	2,333	730	18.2%	3,270	
815 R & R Damage Claims	0	0		0.0%	0	
820 R&R Electronics	3,600	2,100	1,989	55.2%	1,611	
830 R&R Equip & Tools	2,000	1,167		0.0%	2,000	
832 R&R Mains/Service Lines	0	0		0.0%	0	
840 R&R Vehicles (\$2k/vehicle)	3,000	1,750		0.0%	3,000	
Repairs & Replacement >	12,600	7,350	2,719	21.6%	9,881	
Total Expenses >	524,451	305,930	257,336	49.1%	267,115	

2166

21

Thru End of January 2016		2015-2016 Budget		Actual	%	Total
Expenses		Annual	YTD	YTD	Spent	Remaining
505	Salaries & Wages	148,070	86,374	98,041	66.2%	50,029
510	Contracted Labor	28,000	16,333			28,000
520	FICA - District Share	12,155	7,090	7,110	58.5%	5,045
530	Medical Ins - District Share	47,857	27,917	22,126	46.2%	25,731
540	PERS - District Share	12,017	7,010	6,890	57.3%	5,127
550	Unemployment	0	0	26	2607000.0%	(26)
560	Workers Comp Ins	7,970	4,649	6,051	75.9%	1,920
Salaries and Employee Benefits >		256,070	149,374	140,244	54.8%	115,826
605	Advertising	0	0		0.0%	0
610	Bank Fees	0	0		0.0%	0
620	Communications & Internet	0	0		0.0%	0
622	Board Exp	0	0		0.0%	0
625	Equip - Field (\$300-\$4999)	4,000	2,333	392	9.8%	3,608
630	Equip - Office	0	0		0.0%	0
640	Fuel & Oil	23,000	13,417	10,320	44.9%	12,680
645	Insurance	0	0		0.0%	0
650	Interest	3,500	2,042	2,396	68.4%	1,105
657	Lab	0	0		0.0%	0
660	Memberships & Subscriptions	800	467		0.0%	800
665	Mileage Reimb	500	292	180	36.0%	320
670	Postage & Shipping	100	58	7	6.7%	93
675	Professional Services	0	0		0.0%	0
685	Rents	1,000	583		0.0%	1,000
690	Safety & Security	4,300	2,508	2,471	57.5%	1,829
700	Small Tools & Instruments	2,900	1,692	5,148	177.5%	(2,248)
703	Supplies - Clothing & Personal	1,500	875	764	50.9%	736
705	Supplies - Office	500	292	144	28.9%	356
715	Supplies - Operating	0	0	215	21481000.0%	(215)
720	Supplies - Other	1,000	583		0.0%	1,000
730	Taxes - Licenses	1,000	583	346	34.6%	654
735	Training	1,500	875	60	4.0%	1,440
745	Travel	1,000	583		0.0%	1,000
750	Utilities	0	0		0.0%	0
760	Waste Disposal	0	0	47	4700000.0%	(47)
795	Yolo Co	0	0		0.0%	0
799	Misc	5,000	2,917	2	0.0%	4,998
Services and Supplies >		51,600	30,100	22,492	43.6%	29,108
810	R&R Buildings & Grounds	5,000	2,917	161	3.2%	4,839
815	R & R Damage Claims	0	0		0.0%	0
820	R&R Electronics	1,500	875	311	20.7%	1,189
830	R&R Equip & Tools	500	292	2,358	471.6%	(1,858)
832	R&R Mains/Service Lines	0	0	33	3300000.0%	(33)
840	R&R Vehicles (\$2k/vehicle)	17,000	9,917	2,730	16.1%	14,270
Repairs & Replacement >		24,000	14,000	5,593	23.3%	18,407
Total Expenses >		331,670	193,474	168,329	50.8%	163,341

2.6.8

Thru End of January 2016		2015-2016 Budget		Actual	%
Expenses		Annual	YTD	YTD	Spent
505	Salaries & Wages	147,622	86,113	82,941	61.8%
510	Contracted Labor	-	-	8,250	
520	FICA - District Share	12,104	7,061	6,036	49.9%
530	Medical Ins - District Share	47,857	27,917	20,613	43.1%
540	PERS - District Share	8,992	5,245	5,127	57.0%
550	Unemployment	0	0		0.0%
560	Workers Comp Ins	6,388	3,727	2,690	42.1%
Salaries and Employee Benefits >		222,964	130,062	125,659	56.4%
605	Advertising	0	0		0.0%
610	Bank Fees	0	0		0.0%
620	Communications & Internet	3,000	1,750	1,887	62.9%
622	Board Exp	0	0		0.0%
625	Equip - Field (\$300-\$4999)	2,000	1,167	392	19.6%
630	Equip - Office	1,000	583	13	1.3%
640	Fuel & Oil	0	0	50	4960000.0%
645	Insurance	38,500	22,458	28,586	74.2%
650	Interest	2,100	1,225		0.0%
657	Lab	21,000	12,250	7,056	33.6%
660	Memberships & Subscriptions	22,800	13,300	4,229	18.5%
665	Mileage Reimb	300	175	454	151.2%
670	Postage & Shipping	50	29		0.0%
675	Professional Services	17,000	9,917	14,953	88.0%
685	Rents	2,000	1,167		0.0%
690	Safety & Security	9,500	5,542	3,090	32.5%
700	Small Tools & Instruments	1,800	1,050	3,297	183.2%
703	Supplies - Clothing & Personal	1,500	875	885	59.0%
705	Supplies - Office	1,200	700	640	53.3%
715	Supplies - Operating	40,000	23,333	45,453	113.6%
720	Supplies - Other	1,000	583	2,979	297.9%
730	Taxes - Licenses	2,300	1,342	1,559	67.8%
735	Training	3,000	1,750	1,091	36.4%
745	Travel	1,000	583	87	8.7%
750	Utilities	70,000	40,833	38,287	54.7%
760	Waste Disposal	60,000	35,000	21,371	35.6%
795	Yolo Co	0	0		0.0%
799	Misc	5,000	2,917	13	0.3%
Services and Supplies >		306,050	178,529	176,372	57.6%
810	R&R Buildings & Grounds	15,000	8,750	36,502	243.3%
815	R & R Damage Claims	5,000	2,917	(6,470)	-129.4%
820	R&R Electronics	3,000	1,750	360	12.0%
830	R&R Equip & Tools	10,000	5,833	4,319	43.2%
832	R&R Mains/Service Lines	40,000	23,333	21,437	53.6%
840	R&R Vehicles (\$2k/vehicle)	10,000	5,833	12,243	122.4%
850.1	CRP	197,143	115,000	7,393	3.8%
Repairs & Replacement >		280,143	163,417	75,784	27.1%
Total Expenses >		809,157	472,008	377,815	46.7%

23

2,6.9

Thru End of January 2016		2015-2016 Budget		Actual	%
Expenses		Annual	YTD	YTD	Spent
505	Salaries & Wages	122,317	71,352	61,110	50.0%
510	Contracted Labor	-	-		
520	FICA - District Share	10,012	5,840	4,662	46.6%
530	Medical Ins - District Share	17,036	9,938	7,542	44.3%
540	PERS - District Share	11,072	6,459	5,331	48.2%
550	Unemployment	0	0	325	32454000.0%
560	Workers Comp Ins	8,111	4,731	4,184	51.6%
Salaries and Employee Benefits >		168,549	98,320	83,154	49.3%
605	Advertising	0	0		0.0%
610	Bank Fees	0	0	12	1200000%
620	Communications & Internet	4,000	2,333	2,223	55.6%
622	Board Exp	0	0		0.0%
625	Equip - Field (\$300-\$4999)	0	0	392	39237000.0%
630	Equip - Office	500	292		0.0%
640	Fuel & Oil	500	292	63	12.6%
645	Insurance	38,500	22,458	28,586	74.2%
650	Interest	300	175		0.0%
657	Lab	16,000	9,333	7,883	49.3%
660	Memberships & Subscriptions	16,000	9,333	27,051	169.1%
665	Mileage Reimb	500	292	88	17.7%
670	Postage & Shipping	100	58	14	14.4%
675	Professional Services	2,000	1,167	30,130	1506.5%
685	Rents	2,000	1,167		0.0%
690	Safety & Security	2,500	1,458	955	38.2%
700	Small Tools & Instruments	700	408	1,303	186.1%
703	Supplies - Clothing & Personal	1,000	583	618	61.8%
705	Supplies - Office	600	350	647	107.9%
715	Supplies - Operating	47,000	27,417	60,827	129.4%
720	Supplies - Other	1,000	583	281	28.1%
730	Taxes - Licenses	1,500	875	1,857	123.8%
735	Training	2,000	1,167	90	4.5%
745	Travel	1,000	583		0.0%
750	Utilities	95,000	55,417	64,310	67.7%
760	Waste Disposal	300	175	39	13.0%
795	Yolo Co	37,000	21,583	20,188	54.6%
799	Misc	5,000	2,917	5,525	110.5%
Services and Supplies >		275,000	160,417	253,082	92.0%
810	R&R Buildings & Grounds	25,000	14,583	11,595	46.4%
815	R & R Damage Claims	5,000	2,917		0.0%
820	R&R Electronics	3,500	2,042	2,346	67.0%
830	R&R Equip & Tools	1,800	1,050	1,517	84.3%
832	R&R Mains/Service Lines	60,000	35,000	28,638	47.7%
840	R&R Vehicles (\$2k/vehicle)	4,000	2,333	3,961	99.0%
850.2	CRP	200,517	116,968	55,937	27.9%
Repairs & Replacement >		299,817	174,893	103,994	34.7%
Total Expenses >		743,366	433,630	440,231	59.2%

24

10:40 AM
02/10/16
Accrual Basis

Clearlake Oaks County Water District
Capital Improvements
As of January 31, 2016

216.10

Date	Name	Memo	Amount
120 · EQUIPMENT (EQUIPMENT - WAS 1011181)			
120.01 · GENERAL EQUIPMENT (GENERAL EQUIPMENT - WATER - WAS 1011190)			
Total 120.01 · GENERAL EQUIPMENT (GENERAL EQUIPMENT - WATER - WAS 1011190)			
Total 120 · EQUIPMENT (EQUIPMENT - WAS 1011181)			
122 · Buildings (OFFICE BUILDING - WAS 1011180)			
Total 122 · Buildings (OFFICE BUILDING - WAS 1011180)			
124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161)			
124.30 · Lift Stations			
12/09/2015	Cummings Pacific, LLC	Generator for Lift Station #7	22,682.50
Total 124.30 · Lift Stations			22,682.50
124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161) - Other			
Total 124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161) - Other			
Total 124 · D/C System (COLLECTION SYSTEM - SEWER - WAS 1011161)			22,682.50
125 · Land			
Total 125 · Land			
TOTAL			22,682.50

25

**Clearlake Oaks County Water District
 Loans & Grants - Profit & Loss
 July through December 2015**

2,6.11

	USDA-W...	Inflow & I...	Total Loa...	TOTAL
	(Loan/Gra...	(Loan/Gra...		
Income				
Income				
435 · Loans/Grants				
435-1 · Inflow and Infiltration Study	0.00	213,808.00	213,808.00	213,808.00
Total 435 · Loans/Grants	0.00	213,808.00	213,808.00	213,808.00
Total Income	0.00	213,808.00	213,808.00	213,808.00
Total Income	0.00	213,808.00	213,808.00	213,808.00
Gross Profit	0.00	213,808.00	213,808.00	213,808.00
Expense				
Services & Supplies				
675 · Professional Services				
675-5 · USDA Construction Loan				
675-5.1 · Adams and Ashby Group	1,350.00	0.00	1,350.00	1,350.00
675-5 · USDA Construction Loan - O...	20.00	0.00	20.00	20.00
Total 675-5 · USDA Construction Loan	1,370.00	0.00	1,370.00	1,370.00
675-4 · MC USDA Construction Loan	7,298.90	0.00	7,298.90	7,298.90
675-1 · MC Infow & Infiltration Study	0.00	221,331.02	221,331.02	221,331.02
Total 675 · Professional Services	8,668.90	221,331.02	229,999.92	229,999.92
Total Services & Supplies	8,668.90	221,331.02	229,999.92	229,999.92
Total Expense	8,668.90	221,331.02	229,999.92	229,999.92
Net Income	-8,668.90	-7,523.02	-16,191.92	-16,191.92

26

2/10/12

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

www.treasurer.ca.gov/pmia-laif/laif.asp
February 10, 2016

CLEARLAKE OAKS COUNTY WATER DISTRICT

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

PMIA Average Monthly Yields

Account Number:
90-17-001

Tran Type Definitions

January 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
1/15/2016	1/14/2016	QRD	1490050	SYSTEM	443.79

Account Summary

Total Deposit:	443.79	Beginning Balance:	479,491.03
Total Withdrawal:	0.00	Ending Balance:	479,934.82

2,013

MY ACCOUNTS

BILL PAY

TRANSFER FUNDS

MANAGE MONEY

(LAUNCHAPP?APPCODE=MY+ACCOUNTS)

(LAUNCHAPP?APPCODE=BILL+PAY)

ADDITIONAL SERVICES

CREDIT CARD APPLICATION

ESTATEMENTS

My Accounts

Make a Payment

DEPOSIT ACCOUNTS

Make a transfer

PUBLIC REGULAR CHK

Quick peek

\$115,831.60

Checking *3745

**Available \$115,831.60

PUBLIC REGULAR CHK

Quick peek

\$188.00

Checking *3786

**Available \$188.00

PUBLIC REGULAR CHK

Quick peek

\$263,633.13

Checking *0019

**Available \$293,400.64

REGULAR SAVINGS

Quick peek

\$116,672.91

Savings *6990

**Available \$116,672.91

TOTAL DEPOSIT ACCOUNTS

\$496,325.64

Pay to

Select a payee

Pay from checking x4587

View My Spending

All categories

- Uncategorized
- Household
- Tax Payment
- Insurance
- Bank Fee

Outside Accounts

MY FINANCIAL INSTITUTION

Checking

Quick peek

Savings

Quick peek

TOTAL

Add Outside Accounts

Keep track of all your other accounts and credit cards here.

Add outside accounts

Powered by FinanceWorks

Have a question? Check our FAQs

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

28

2,16,14

Aged Accounts Receivable

As of 2/11/15

<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>Over 120 Days</u>	<u>Total Balance</u>
\$83,851.02	\$19,397.27	\$4,663.16	\$4,761.99	\$21,405.61	<u>\$134,079.05</u>

Total number of accounts with open balances: 1024

These totals include all accounts on the Tax Roll

Total # of billed accounts for 1/25/16 cycle:	1822
Total amount billed for 1/25/16 cycle:	\$191,618.42
Total # of inactive water:	230
Total # of inactive sewer:	121
Total forfeited services:	48

29

Clearlake Oaks County Water District

2/10/2016 10:44 AM

2/10/15

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/01/2016			-split-	Deposit		402.34	238,979.57
01/02/2016			-split-	Deposit		872.48	239,852.05
01/03/2016			-split-	Deposit		604.92	240,456.97
01/04/2016			-split-	Deposit		2,609.34	243,066.31
01/04/2016			-split-	Deposit		4,167.71	247,234.02
01/04/2016			-split-	Deposit		7,836.74	255,070.76
01/04/2016			-split-	Deposit		3,560.16	258,630.92
01/04/2016			Salaries & EE Benefits...	Deposit		786.66	259,417.58
01/05/2016			-split-	Deposit		2,787.83	262,205.41
01/05/2016			-split-	Deposit		1,933.24	264,138.65
01/05/2016			-split-	Deposit		2,369.98	266,508.63
01/05/2016			-split-	Deposit		154.53	266,663.16
01/05/2016			-split-	Deposit		3,110.18	269,773.34
01/05/2016			-split-	Deposit		2,998.69	272,772.03
01/05/2016			-split-	Deposit		423.52	273,195.55
01/05/2016			Income:420 · Connecti...	Deposit		1,815.00	275,010.55
01/05/2016			Income:410 · Client Re...	Deposit		0.05	275,010.60
01/06/2016			-split-	Deposit		9,210.90	284,221.50
01/06/2016			-split-	Deposit		1,958.81	286,180.31
01/06/2016			-split-	Deposit		5,633.93	291,814.24
01/06/2016		QuickBooks Payroll ...	222 · Direct Deposit Li...	Created by Pay...	20,770.36		271,043.88
01/07/2016			-split-	Deposit		938.66	271,982.54
01/07/2016			-split-	Deposit		1,938.52	273,921.06
01/07/2016			-split-	Deposit		7,340.41	281,261.47
01/07/2016		Returned Item	Income:410 · Client Re...	CC PAY REV...	91.78		281,169.69
01/07/2016	EFT	United States Treasury	-split-	94-6050430 Q...	290.55		280,879.14
01/07/2016	EFT	EDD - Payroll Liabili...	-split-	925-0185-7 Q...	923.64		279,955.50
01/07/2016	30227	ACWA/JPIA - W/C ...	200 · ACCOUNTS PA...	4th QTR - CL...	8,304.00		271,651.50
01/07/2016	30228	Bob's Vacuum	200 · ACCOUNTS PA...		206.38		271,445.12
01/07/2016	30229	Cal Chamber of Com...	200 · ACCOUNTS PA...	VOID: CUSTO...		X	271,445.12
01/07/2016	30230	Clearlake Machine S...	200 · ACCOUNTS PA...		292.83		271,152.29
01/07/2016	30231	County of Lake - Spe...	200 · ACCOUNTS PA...	CUSTOMER #...	1,275.25		269,877.04
01/07/2016	30232	Cummings Pacific	200 · ACCOUNTS PA...	185696	1,209.38		268,667.66
01/07/2016	30233	Hach	200 · ACCOUNTS PA...	ACCOUNT # 1...	564.12		268,103.54
01/07/2016	30234	Hayden Solar, LLC	200 · ACCOUNTS PA...	SOLAR ELEC...	2,024.13		266,079.41
01/07/2016	30235	Hydra-Stop	200 · ACCOUNTS PA...		61,463.35		204,616.06
01/07/2016	30236	Independant Busines...	200 · ACCOUNTS PA...	171500	267.44		204,348.62
01/07/2016	30237	John Hopkins.	200 · ACCOUNTS PA...	DEC 2015 SE...	1,000.00		203,348.62
01/07/2016	30238	Lake County Vector ...	200 · ACCOUNTS PA...	FISCAL YR 20...	161.09		203,187.53
01/07/2016	30239	Main Street Tires	200 · ACCOUNTS PA...		15.19		203,172.34

30

Clearlake Oaks County Water District

2/10/2016 10:44 AM

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

2.10.16

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/07/2016	30240	McMaster-Carr	200 · ACCOUNTS PA...	53675601	1,683.18			201,489.16
01/07/2016	30241	Mediacom - Admin 0...	200 · ACCOUNTS PA...	838480003009...	215.92			201,273.24
01/07/2016	30242	Municipal Maintenanc...	200 · ACCOUNTS PA...	01-CLEAR	480.12			200,793.12
01/07/2016	30243	On Site Safety Servic...	200 · ACCOUNTS PA...	2016 ANNUA...	260.00			200,533.12
01/07/2016	30244	Platt Electric	200 · ACCOUNTS PA...	239070	99.90			200,433.22
01/07/2016	30245	Quill	200 · ACCOUNTS PA...		441.27			199,991.95
01/07/2016	30246	Smith & Loveless	200 · ACCOUNTS PA...		8,640.61			191,351.34
01/07/2016	30247	Terminix	200 · ACCOUNTS PA...	CUSTOMER #...	70.00			191,281.34
01/07/2016	30248	USA BlueBook	200 · ACCOUNTS PA...	20397	973.70			190,307.64
01/07/2016	DD1265	Alan J Gardner	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1266	Andrew J. Mitchell	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1267	Dan Hodem	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1268	David Valerga	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1269	Dianna L Mann	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1270	Eric W Luna	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1271	Francisco J Castro	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1272	Francisco Trujillo	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1273	Jason Mitchell	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1274	Jeremy J Backus	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1275	Magen E Estep	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1276	Mary Johnson	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1277	Pamela J Parker	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1278	Rachel A Schainblatt	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1279	Steve R Bonge	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1280	Iris Hudson	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1281	Judith A Heeszal	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1282	Karl L Hosier	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1283	Mary M Medeiros	-split-	Direct Deposit		X		190,307.64
01/07/2016	DD1284	Robert J Kiser	-split-	Direct Deposit		X		190,307.64
01/07/2016	30226	Dena Barron	-split-		114.31			190,193.33
01/08/2016			-split-	Deposit			717.47	190,910.80
01/08/2016			-split-	Deposit			2,340.51	193,251.31
01/08/2016			-split-	Deposit			3,485.75	196,737.06
01/08/2016			-split-	Deposit			2,997.92	199,734.98
01/08/2016			-split-	Deposit			87.87	199,822.85
01/08/2016	30249	State Water Resource...	200 · ACCOUNTS PA...	EXAM APP F...	350.00			199,472.85
01/09/2016			-split-	Deposit			390.42	199,863.27
01/10/2016			-split-	Deposit			92.09	199,955.36
01/11/2016			-split-	Deposit			872.96	200,828.32
01/11/2016			-split-	Deposit			1,984.67	202,812.99

31

Clearlake Oaks County Water District

2/10/2016 10:44 AM

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

Sorted by: Date, Type, Number/Ref

2,107

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/11/2016			-split-	Deposit		110.08	202,923.07
01/11/2016			-split-	Deposit		11,657.24	214,580.31
01/11/2016			-split-	Deposit		2,008.96	216,589.27
01/11/2016	EFT	CalPers	-split-	PPE 1/2/16	3,097.45		213,491.82
01/11/2016	EFT	CalPers	-split-	Unfunded liabil...	141.00		213,350.82
01/11/2016	EFT	United States Treasury	-split-	94-6050430 Q...	6,317.93		207,032.89
01/12/2016			-split-	Deposit		902.24	207,935.13
01/12/2016			-split-	Deposit		2,525.06	210,460.19
01/12/2016			-split-	Deposit		10,742.25	221,202.44
01/13/2016			-split-	Deposit		3,108.21	224,310.65
01/13/2016			-split-	Deposit		4,059.84	228,370.49
01/13/2016			-split-	Deposit		4,067.40	232,437.89
01/13/2016	30254	United States Treasury	24000 · Payroll Liabilit...	94-6050430	108.75		232,329.14
01/14/2016			-split-	Deposit		2,066.52	234,395.66
01/14/2016			-split-	Deposit		3,925.84	238,321.50
01/14/2016			-split-	Deposit		1,237.54	239,559.04
01/15/2016			-split-	Deposit		2,677.45	242,236.49
01/15/2016			-split-	Deposit		8,965.43	251,201.92
01/15/2016			-split-	Deposit		4,408.68	255,610.60
01/15/2016			-split-	Deposit		16,027.17	271,637.77
01/15/2016	30250	Alan Gardner	200 · ACCOUNTS PA...	Refund of FUT...	403.07		271,234.70
01/15/2016	30251	Andrew Mitchell	200 · ACCOUNTS PA...	Refund of FUT...	12.51		271,222.19
01/15/2016	30252	David C Valerga	200 · ACCOUNTS PA...	Refund of FUT...	13.56		271,208.63
01/15/2016	30253	Mary M. Medeiros	200 · ACCOUNTS PA...	VOID: Refund ...		X	271,208.63
01/15/2016	30255	Mary M. Medeiros	200 · ACCOUNTS PA...	Refund of FUT...	17.00		271,191.63
01/16/2016			-split-	Deposit		95.71	271,287.34
01/17/2016			-split-	Deposit		144.10	271,431.44
01/19/2016			-split-	Deposit		827.26	272,258.70
01/19/2016			-split-	Deposit		1,103.08	273,361.78
01/19/2016			-split-	Deposit		5,758.97	279,120.75
01/19/2016			-split-	Deposit		4,073.20	283,193.95
01/19/2016			-split-	Deposit		2,811.36	286,005.31
01/19/2016	EFT	AFLAC	-split-	SV365	866.49		285,138.82
01/19/2016	E-pay	EDD - Payroll Liabili...	-split-	925-0185-7 Q...	901.11		284,237.71
01/19/2016	30289	ACWA/JPIA - Healt...	-split-		14,948.46		269,289.25
01/20/2016			-split-	Deposit		751.32	270,040.57
01/20/2016			-split-	Deposit		661.45	270,702.02
01/20/2016		QuickBooks Payroll ...	222 · Direct Deposit Li...	Created by Pay...	22,173.89		248,528.13
01/21/2016			-split-	Deposit		316.12	248,844.25
01/21/2016			-split-	Deposit		1,666.95	250,511.20

32

Clearlake Oaks County Water District

2/10/2016 10:44 AM

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

Sorted by: Date, Type, Number/Ref

2,101.8

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/21/2016			-split-	Deposit			210.00	250,721.20
01/21/2016	EFT	CalPers	-split-	4751900248	3,065.54			247,655.66
01/21/2016	E-pay	United States Treasury	-split-	94-6050430 Q...	6,821.10			240,834.56
01/21/2016	30256	Adams Ashby	200 · ACCOUNTS PA...	USDA SEWE...	810.00			240,024.56
01/21/2016	30257	Advanced Electronic ...	200 · ACCOUNTS PA...		132.00			239,892.56
01/21/2016	30258	AT&T 555 6	200 · ACCOUNTS PA...	960 739 5348 5...	105.96			239,786.60
01/21/2016	30259	Canon Financial Serv...	200 · ACCOUNTS PA...	200-5029691-0...	346.65			239,439.95
01/21/2016	30260	Canon Solutions Am...	200 · ACCOUNTS PA...	BB5240	178.67			239,261.28
01/21/2016	30261	Clearlake Lava	200 · ACCOUNTS PA...		109.66			239,151.62
01/21/2016	30262	Clearlake Machine S...	200 · ACCOUNTS PA...		105.35			239,046.27
01/21/2016	30263	County of Lake - Spe...	200 · ACCOUNTS PA...	GEYSERS O&...	1,275.25			237,771.02
01/21/2016	30264	Deeper Cleaning	200 · ACCOUNTS PA...		320.00			237,451.02
01/21/2016	30265	EEL River Fuels Inc	200 · ACCOUNTS PA...		977.25			236,473.77
01/21/2016	30266	Francisco Trujillo.	200 · ACCOUNTS PA...		381.96			236,091.81
01/21/2016	30267	Kansas State Bank - ...	200 · ACCOUNTS PA...	3343293	6,519.87			229,571.94
01/21/2016	30268	Lake County Waste ...	200 · ACCOUNTS PA...		250.36			229,321.58
01/21/2016	30269	MC Engineering, Inc	200 · ACCOUNTS PA...		3,159.03			226,162.55
01/21/2016	30270	McMaster-Carr	200 · ACCOUNTS PA...	53675601	1,332.95			224,829.60
01/21/2016	30271	Mediacom - WWTP ...	200 · ACCOUNTS PA...	8384 80 003 00...	149.41			224,680.19
01/21/2016	30272	Municipal Maintenanc...	200 · ACCOUNTS PA...	01-CLEAR	4,931.83			219,748.36
01/21/2016	30273	People Services Inc	200 · ACCOUNTS PA...	ACCT # 1023	101.03			219,647.33
01/21/2016	30274	PG&E	200 · ACCOUNTS PA...	1324698179-2	8,105.54			211,541.79
01/21/2016	30275	Pitney Bowes, Inc	200 · ACCOUNTS PA...	9299158	457.95			211,083.84
01/21/2016	30276	Quill	200 · ACCOUNTS PA...	ACCOUNT # ...	214.80			210,869.04
01/21/2016	30277	RAIN FOR RENT	200 · ACCOUNTS PA...	CONTRACT #...	777.20			210,091.84
01/21/2016	30278	Schaeffer's Specializ...	200 · ACCOUNTS PA...		589.28			209,502.56
01/21/2016	30279	State Water Resource...	200 · ACCOUNTS PA...	VOID:		X		209,502.56
01/21/2016	30280	Tri-Cities Answering...	200 · ACCOUNTS PA...		220.40			209,282.16
01/21/2016	30281	US Cellular	200 · ACCOUNTS PA...	957131516	149.38			209,132.78
01/21/2016	30282	USA BlueBook	200 · ACCOUNTS PA...	20397	524.42			208,608.36
01/21/2016	30283	WEST COAST CO...	200 · ACCOUNTS PA...	CUSTOMER #...	301.49			208,306.87
01/21/2016	30284	Yolo County Flood ...	200 · ACCOUNTS PA...	DECEMBER 2...	2,911.41			205,395.46
01/21/2016	30285	Alpha Analytical Labs	200 · ACCOUNTS PA...		1,985.00			203,410.46
01/21/2016	30286	Mendo Mill	200 · ACCOUNTS PA...		1,745.45			201,665.01
01/21/2016	30287	Napa Auto Parts	200 · ACCOUNTS PA...		232.01			201,433.00
01/21/2016	30288	Pace	200 · ACCOUNTS PA...		747.96			200,685.04
01/21/2016	DD1285	Alan J Gardner	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1286	Andrew J. Mitchell	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1287	Dan Hodem	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1288	David Valerga	-split-	Direct Deposit		X		200,685.04

Clearlake Oaks County Water District

2/10/2016 10:44 AM

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

Sorted by: Date, Type, Number/Ref

2,16,19

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/21/2016	DD1289	Dianna L Mann	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1290	Eric W Luna	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1291	Francisco J Castro	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1292	Francisco Trujillo	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1293	Jason Mitchell	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1294	Jeremy J Backus	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1295	Magen E Estep	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1296	Pamela J Parker	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1297	Rachel A Schainblatt	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1298	Steve R Bonge	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1299	Eric W Luna	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1300	Francisco Trujillo	-split-	Direct Deposit		X		200,685.04
01/21/2016	DD1301	Magen E Estep	-split-	Direct Deposit		X		200,685.04
01/22/2016			-split-	Deposit			3,091.88	203,776.92
01/22/2016			-split-	Deposit			1,111.62	204,888.54
01/23/2016			-split-	Deposit			202.34	205,090.88
01/24/2016			-split-	Deposit			207.59	205,298.47
01/25/2016			-split-	Deposit			1,931.96	207,230.43
01/25/2016			-split-	Deposit			2,826.52	210,056.95
01/25/2016			-split-	Deposit			1,815.72	211,872.67
01/25/2016	30291	State Water Resource...	200 · ACCOUNTS PA...	S.BONGE GR...	140.00			211,732.67
01/25/2016	30292	State Water Resource...	200 · ACCOUNTS PA...	CASTRO WT...	60.00			211,672.67
01/25/2016	30293	State Water Resource...	200 · ACCOUNTS PA...	DISTRIBUTIO...	60.00			211,612.67
01/25/2016	30294	Jeremy Backus.	200 · ACCOUNTS PA...	DOT PHYSIC...	100.00			211,512.67
01/25/2016	30295	United States Post Of...	200 · ACCOUNTS PA...	BULK POSTA...	1,000.00			210,512.67
01/26/2016			-split-	Deposit			97,590.96	308,103.63
01/26/2016			-split-	Deposit			2,562.61	310,666.24
01/26/2016			Income:410 · Client Re...	Deposit			5.00	310,671.24
01/26/2016			Income:410 · Client Re...	Deposit			1,193.58	311,864.82
01/27/2016			-split-	Deposit			1,308.46	313,173.28
01/27/2016			Income:410 · Client Re...	Deposit			196.46	313,369.74
01/27/2016			-split-	Deposit			2,306.17	315,675.91
01/27/2016			Income:410 · Client Re...	Deposit			50.00	315,725.91
01/27/2016			Income:410 · Client Re...	Deposit			190.97	315,916.88
01/27/2016	E-Payment	AFLAC	-split-	SV365	577.66			315,339.22
01/28/2016			-split-	Deposit			965.87	316,305.09
01/28/2016			-split-	Deposit			2,379.68	318,684.77
01/29/2016			-split-	Deposit			3,831.65	322,516.42
01/29/2016			-split-	Deposit			1,075.15	323,591.57
01/29/2016			-split-	Deposit			914.11	324,505.68

34

Clearlake Oaks County Water District

2/10/2016 10:44 AM

Register: 102.01 · WEST AMERICA - REGULAR CHECKING

From 01/01/2016 through 01/31/2016

Sorted by: Date, Type, Number/Ref

2,161.20

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/29/2016		Returned Item	-split-	RETURNED C...	403.58		324,102.10
01/29/2016		Returned Deposit Fee	Services & Supplies:61...	RETURNED C...	12.00		324,090.10
02/01/2016		Returned Item	Income:410 · Client Re...	BANK CORR...	1,560.80		322,529.30
01/30/2016			-split-	Deposit		760.40	323,289.70
01/31/2016			-split-	Deposit		294.02	323,583.72

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02/10/16

Clearlake Oaks County Water District
Payroll Summary
January 2016

20

	<u>Hours</u>	<u>Rate</u>	<u>Jan 16</u>
Employee Wages, Taxes and Adjustments			
Gross Pay			
Holiday	204.75	15.75	4,044.00
Holiday Worked (x2.5)	38.25	57.80	2,107.36
Overtime (x1.5)	114.5	23.63	3,424.53
PTO	187.21	24.52	4,375.19
Straight	1,789.5	9.00	40,221.28
Board			825.00
Duty Pay			3,010.00
Total Gross Pay	2,334.21		58,007.36
Deductions from Gross Pay			
ACWA (pre-tax)			-1,734.28
AFLAC (pre-tax)			-439.22
AFLAC (taxable) AFTER TAX			-121.36
CALPers EE (Pretax)			-1,670.90
Total Deductions from Gross Pay			-3,965.76
Adjusted Gross Pay	2,334.21		54,041.60
Taxes Withheld			
Federal Withholding			-4,887.00
Medicare Employee			-809.59
Social Security Employee			-3,461.70
CA - Withholding			-1,322.24
CA - Disability			-502.51
Total Taxes Withheld			-10,983.04
Net Pay	<u>2,334.21</u>		<u>43,058.56</u>
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Company			809.59
Social Security Company			3,461.70
CA - Unemployment			0.00
Total Employer Taxes and Contributions			<u>4,271.29</u>

36

10:46 AM
 02/10/16
 Accrual Basis

Clearlake Oaks County Water District
Trial Balance
 As of January 31, 2016

2,1d

	Jan 31, 16	
	Debit	Credit
102.04 · DWR - CHECKING	400.00	
101 · LAIF - CASH IN BANK	290,491.03	
101 · LAIF - CASH IN BANK:CIP Deposits 2014	189,000.00	
102.01 · WEST AMERICA - REGULAR CHECKING	325,144.52	
102.02 · WAB SAVINGS - CRP WATER	77,735.06	
102.03 · WAB SAVINGS - CRP SEWER	75,787.61	
CUSI Accounts Receivable	0.00	
103 · PETTY CASH	300.00	
104 · COUNTY TREASURY	21,680.00	
130 · CIP	0.00	
130 · CIP:130.75 · SCADA	0.00	
132 · CIP SEWER	366,081.00	
132 · CIP SEWER:132.05 · CIP SEWER LABOR	0.00	
135 · CIP WATER	74,033.00	
135 · CIP WATER:135.02 · Airon Project	0.00	
135 · CIP WATER:135.05 · Backwash Pump Filters #2-#3	0.00	
135 · CIP WATER:135.10 · High Valley Project 2013	0.00	
135 · CIP WATER:135.20 · CIP WATER LABOR	0.00	
111 · INVENTORY - WATER	0.00	
114 · ACCOUNTS RECEIVABLE.	176,790.00	
115 · PRE-PAID INSURANCE	23,357.00	
1890 · ACCOUNTS RECEIVABLE - OTHER	0.00	
USDA Project	0.00	
120 · EQUIPMENT:120.01 · GENERAL EQUIPMENT	1,724,045.28	
120 · EQUIPMENT:120.60 · Office	0.00	
120 · EQUIPMENT:120.75 · SCADA	0.00	
120 · EQUIPMENT:120.90 · Vehicles	0.00	
122 · Buildings	8,475,638.00	
124 · D/C System	3,136,437.00	
124 · D/C System:124.30 · Lift Stations	22,682.50	
124 · D/C System:124.50 · Mains	0.00	
125 · Land	276,470.00	
129 · ALLOW. FOR DEPRECIATION		7,747,170.00
200 · ACCOUNTS PAYABLE		86,793.42
210 · Cal Card:210.05 · Cal Card - Dan - 4075		3,804.32
210 · Cal Card:210.04 · Cal Card - Alan - 4000		8,406.10
210 · Cal Card:210.01 · Cal Card - Iris - 2083	200.00	
210 · Cal Card:210.02 · Cal Card - Larry - 0010	0.00	
210 · Cal Card:210.03 · Cal Card - Matt - 9988	0.00	
280 · Loan:280.01 · Kansas State Bk - VACON		85,772.41
280 · Loan:280.03 · Kansas State Bk - Camera Traile		20,832.53
220 · Restricted - Expansion Fee's	0.00	
221 · Health Ins - EE Portion	5,788.61	
222 · Direct Deposit Liabilities	2,051.10	
223 · COMP DUMP ACCOUNT	0.00	
223 · COMP DUMP ACCOUNT:223.01 · ADMIN - COMP USED	0.00	
223 · COMP DUMP ACCOUNT:223.02 · SEWER - COMP USED	0.00	
223 · COMP DUMP ACCOUNT:223.03 · WATER - COMP USED	0.00	
223.15 · GARNISHMENTS	0.00	
223.15 · GARNISHMENTS:223.16 · GARNISHMENT - COURT DE...	0.00	
223.15 · GARNISHMENTS:223.17 · GARNISHMENT - LAKE CO ...	0.00	
223.20 · STATE UNEMPLOYMENT TAX PAYABLE	0.00	
223.25 · Vacation Dump Account	0.00	
223.25 · Vacation Dump Account:223.26 · Admin - Vacation Time	0.00	
223.25 · Vacation Dump Account:223.27 · Sewer - Vacation	0.00	
223.25 · Vacation Dump Account:223.28 · Water - Vacation	0.00	
223.30 · Sick Dump Account	0.00	
223.30 · Sick Dump Account:223.31 · Admin - Sick	0.00	
223.30 · Sick Dump Account:223.32 · Sewer - Sick	0.00	
223.30 · Sick Dump Account:223.33 · Water - Sick	0.00	
223.40 · ACCRUED PAYROLL		2,051.10
223.45 · FICA & SOCIAL SEC PAYABLE	340.68	
223.50 · MEDICARE TAX PAYABLE	160.05	
223.55 · FEDERAL PAYROLL TAX WITHHOLDING	377.00	

37

Clearlake Oaks County Water District
Trial Balance
 As of January 31, 2016

2,101

	Jan 31, 16	
	Debit	Credit
223.60 · STATE PAYROLL TAX WITHHOLDING	84.49	
223.65 · STATE DISABILITY PAYABLE	24.73	
2135 · CALPERS RETIREMENT PAYABLE	0.00	
223.70 · WORKERS COMP PAYABLE	0.00	
223.75 · PAYROLL DEDUCTION - INS CO-PAY	590.11	
223.80 · DEFERRED COMP PAYABLE	0.00	
223.85 · MISC DEDUCTIONS PAYABLE		250.00
223.90 · COMPENSATED EMPLOYEE BENEFITS		49,102.00
24000 · Payroll Liabilities	85.21	
281 · BOND PAYABLE	0.00	
302 · RETAINED EARNINGS		6,009,715.61
304 · Opening Balance Equity		328,889.15
306 · Retained Earnings - OLD		708,745.59
Income:410 · Client Reg Pmt		1,120,957.89
Income:420 · Connection Fees		1,815.00
Income:425 · CRP		232,510.75
Income:430 · Penalty & Interest		22,057.03
Income:435 · Loans/Grants:435-1 · Inflow and Infiltration Study		213,808.00
Income:440 · Misc Revenue		21,063.51
Income:450 · Other - Non S/W Rev		139,481.50
Salaries & EE Benefits:505 · Salaries & Wages	415,909.62	
Salaries & EE Benefits:510 · Contract Labor	8,250.00	
Salaries & EE Benefits:520 · FICA - District Share	30,755.93	
Salaries & EE Benefits:530 · Medical Ins - Dist Share	76,553.12	
Salaries & EE Benefits:540 · PERS - District Share	33,066.59	
Salaries & EE Benefits:550 · Unemployment	3,587.69	
Salaries & EE Benefits:560 · Workers Comp Ins	16,012.00	
Services & Supplies:605 · Advertising	7,910.35	
Services & Supplies:610 · Bank Fees	4,812.64	
Services & Supplies:620 · Communications & Internet	5,763.95	
Services & Supplies:625 · Equip - Field (\$300-\$4999)	1,177.13	
Services & Supplies:630 · Equip - Office	315.67	
Services & Supplies:640 · Fuel & Oil	10,432.40	
Services & Supplies:645 · Insurance	57,458.00	
Services & Supplies:650 · Interest	2,395.17	
Services & Supplies:657 · Lab	14,938.43	
Services & Supplies:660 · Memberships & Subscription	32,668.31	
Services & Supplies:665 · Mileage Reimb	1,552.07	
Services & Supplies:670 · Postage & Shipping	4,460.63	
Services & Supplies:675 · Professional Services	20,758.10	
Services & Supplies:675 · Professional Services:675-5 · USDA ...	20.00	
Services & Supplies:675 · Professional Services:675-5 · USDA ...	2,160.00	
Services & Supplies:675 · Professional Services:675-4 · MC U...	16,161.40	
Services & Supplies:675 · Professional Services:675-3 · MC W...	6,735.00	
Services & Supplies:675 · Professional Services:675-2 · MC W...	55,191.12	
Services & Supplies:675 · Professional Services:675-1 · MC Inf...	223,474.97	
Services & Supplies:685 · Rents	3,401.32	
Services & Supplies:690 · Safety & Security	6,862.40	
Services & Supplies:700 · Small Tools & Instruments	9,747.79	
Services & Supplies:703 · Supplies - Clothing & Personal	3,124.79	
Services & Supplies:705 · Supplies - Office	4,574.78	
Services & Supplies:715 · Supplies - Operating	106,495.32	
Services & Supplies:720 · Supplies - Other	3,260.37	
Services & Supplies:730 · Taxes - Licenses	3,761.57	
Services & Supplies:735 · Training	1,551.00	
Services & Supplies:745 · Travel	86.69	
Services & Supplies:750 · Utilities	104,983.84	
Services & Supplies:760 · Waste Disposal	21,704.67	
Services & Supplies:795 · Yolo Co	20,188.01	
Services & Supplies:799 · Misc	5,552.88	
Repairs & Replacement:850 · CRP:850.2 · Water	55,936.77	
Repairs & Replacement:850 · CRP:850.1 · Sewer	7,393.46	
Repairs & Replacement:810 · R&R Buildings & Grounds	50,276.82	
Repairs & Replacement:815 · R&R Damage Claim		6,470.26

38

10:46 AM
02/10/16
Accrual Basis

Clearlake Oaks County Water District
Trial Balance
As of January 31, 2016

2.d.2

	Jan 31, 16	
	Debit	Credit
Repairs & Replacement:820 · R&R Electronics	5,005.88	
Repairs & Replacement:830 · R&R Equip & Tools	8,194.00	
Repairs & Replacement:832 · R&R D/C	50,107.39	
Repairs & Replacement:840 · R&R Vehicles	18,934.66	
7190 · SAFETY - SEWER OP		11.51
66000 · Payroll Expenses	269.00	
TOTAL	16,809,707.68	16,809,707.68

Clearlake Oaks County Water District
A/P Aging Summary
As of January 31, 2016

2, e

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alpha Analytical Labs	1,272.00	0.00	0.00	0.00	0.00	1,272.00
AT&T 555 6	687.30	0.00	0.00	0.00	0.00	687.30
Bob's Vacuum	69.34	0.00	0.00	0.00	0.00	69.34
Burrell's Automotive	110.00	0.00	0.00	0.00	0.00	110.00
Cal Chamber of Commerce	66.38	0.00	0.00	0.00	0.00	66.38
California Rural Water Association	684.00	0.00	0.00	0.00	0.00	684.00
CLEARLAKE TV & APPLIANCE	21.59	0.00	0.00	0.00	0.00	21.59
County of Lake - Registrar of Voters	7,248.72	0.00	0.00	0.00	0.00	7,248.72
Cummings Pacific	1,259.88	0.00	0.00	0.00	0.00	1,259.88
EEL River Fuels Inc	667.74	0.00	0.00	0.00	0.00	667.74
ENTERPRISE TOWING	89.00	0.00	0.00	0.00	0.00	89.00
Hasa Inc	3,159.22	0.00	0.00	0.00	0.00	3,159.22
Internal Revenue Service	0.00	108.75	0.00	0.00	0.00	108.75
Lake County Electric Supply, Inc.	20.96	0.00	0.00	0.00	0.00	20.96
LOU'S GLOVES INC	880.00	0.00	0.00	0.00	0.00	880.00
Mary M. Medeiros	8.50	0.00	0.00	0.00	0.00	8.50
MC Engineering, Inc	0.00	37,877.36	0.00	0.00	0.00	37,877.36
Mediacom - Admin 0411	216.09	0.00	0.00	0.00	0.00	216.09
Mendo Mill	2,151.33	0.00	0.00	0.00	0.00	2,151.33
Napa Auto Parts	783.26	0.00	0.00	0.00	0.00	783.26
Pace	1,960.53	26,970.88	0.00	0.00	0.00	28,931.41
Petty Cash - Dianna Mann	57.83	0.00	0.00	0.00	0.00	57.83
Rachel Schainblatt	29.23	0.00	0.00	0.00	0.00	29.23
State Water Resources Control Board	120.00	140.00	0.00	0.00	0.00	260.00
Tire Pro	0.00	79.78	0.00	0.00	0.00	79.78
USA BlueBook	53.75	0.00	0.00	0.00	0.00	53.75
TOTAL	21,616.65	65,176.77	0.00	0.00	0.00	86,793.42

40

3.2

**CLEARLAKE OAKS COUNTY WATER DISTRICT
MINUTES
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

REQUEST FOR DISABILITY RELATED MODIFICATION OR ACCOMMODATION: A request for a disability related modification or accommodation necessary to participate in a Board of Directors or Committee meeting should be made in writing to the Secretary of the Board at least 48 hours prior to the meeting.

Agendas and supporting documents for regular public meetings are available for public inspection at the Clearlake Oaks County Water District Administration building 72 hours prior to the meeting.

January 21, 2016

This meeting will be recorded for transcription purposes only.

Call to Order – 4:01 p.m.

Pledge of Allegiance

Board of Directors and Staff Roll Call

- √ Mrs. Margaret Medeiros, President √ Mr. Karl Hosier, Vice President
- √ Mrs. Judy Heeszal, Director √ Ms. Dena Barron, Director √ Mr. Richard Kuehn, Director
- √ Mr. Alan Gardner – General Manager √ Mr. Dan Hodem – Operations Manager
- √ Mrs. Dianna Mann - Secretary to the Board

Public comment on non-agenda items

Members of the public may address the legislative body, for up to three minutes on any item of interest to the public that is within the subject matter jurisdiction of the legislative body. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights.

Consideration of items not appearing on the posted agenda, if necessary, requires the following Board action prior to consideration: (1) A determination by a majority vote of the Board that an emergency situation exists (as defined in Section 54956.5 of the Brown Act); or (2) A determination by a two-thirds vote of the legislative body or if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

1. (1:06) Staff Written Operational Reports

- a. Grants/Administration
- b. Customer Service
- c. Wastewater Plant Operator
- d. Waste Treatment Plant Operator
- e. Operations Manager
- f. General Manager

2. Financial Reports for review and approval:

- a. December 2015 QB balance sheet and profit & loss statements
- b. Bank account balances, accounts receivable, and check register
- c. Employee payroll report
- d. Aged trial balance summary
- e. Vendor aging report

Action Taken: (1:04:28) Motion to accept reports as presented

HOSIER/HEESZEL M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

41

3. (1:04:59) Minutes of previous meeting for review and approval

- a. Minutes of Regular Meeting 12-17-15
- b. Minutes of Special Meeting 12-22-15
- c. Minutes of Special Meeting 12-29-15

Action Taken: (1:07:09) Motion to accept minutes of 12-17-15 as presented

BARRON/KUEHN M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

(1:07:20) Motion to accept minutes of 12-22-15 and 12-29-15 as presented

HEESZEL/HOSIER M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL

NOES: NONE

OBSTAIN: BARRON/KUEHN (Barron and Kuehn were absent for 12-22 & 29 meetings)

4. Agenda. (Old Business)

- a. **(1:07:25) Discussion and consideration of CSA-16 annexation progress**

Action Taken: (1:24:39) Board asked General Manager to send them details of the approved annexation

- b. **(1:24:50) Discussion and consideration of Harvey Blvd. Tank site**

Action Taken: (1:24:58) Motion to offer a \$1,000 option for easement on second Harvey Tank Site

KUEHN/BARRON M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

5. Agenda (New Business)

- a. **(1:25:03) Discussion and consideration of Roles and Responsibility Training for second week of February**

Action Taken: Training will be held on February 4, 2016, at 9 a.m.

- b. **Review of Water Meter Study by MC Engineering in preparation for next months' presentation**

Action Taken: No Action

- c. **(1:32:22) Discussion and consideration of Resolution 16-01, Authorized Bank Signers**

Action Taken: (1:32:32) Motion to approve Resolution 16-01

KUEHN/BARRON M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

- d. **(1:32:50) Discussion and consideration of Resolution 16-02, Clarifying the Reporting and Evaluation Relationship of the Operations Manager**

Action Taken: (1:44:01) Carried forward pending meeting with Robert Greenfield (JPJA)

- e. **(1:44:05) Discussion and consideration of Resolution 16-03, Amending the Employee Handbook**

Action Taken: (1:44:17) Motion to accept with changes to include an age limit

BARRON/KUEHN M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

- f. (1:44:55) Discussion and consideration of generator at Water Plant

Action Taken: (1:51:36) Motion to proceed with getting bids for transfer switch and scope of work for hook up of temporary generator from HVL

BARRON/HEESZEL M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

- g. Discussion and consideration of 10" valve for sewer line at a cost of approx \$6,000.00

Action Taken: Carried forward

- h. (1:51:59) Discussion and consideration of sludge bags at the Waste Water Treatment Plant

Recess called at 5:58

Recess over at 6:03

Action Taken: (2:07:15) Motion to purchase sludge bags for 14,796.24

KUEHN/HOSIER M/S/C

AYES: MEDEIROS/HOSIER/HEESZEL/BARRON/KUEHN

NOES: NONE

ABSENT: NONE

Closed Session

Time: 6:13 P.M.

- a. Discussion and consideration of update of anticipated litigation with Aircon Energy pursuant to Government Code 54956(b)

Action Taken: No Action

- b. Discussion and consideration of eminent domain concerning 589 Keys Blvd

Action Taken: Carried forward

Open Session

Time: 6:48 p.m.

Directors and Committee's Reports and Comments:

Adjournment

Time: 6:49 p.m.

SIGNED: _____
Margaret Medeiros, Board President

ATTESTED TO: _____
Karl Hosier, Vice President

3.6

**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

REQUEST FOR DISABILITY RELATED MODIFICATION OR ACCOMMODATION: A request for a disability related modification or accommodation necessary to participate in a Board of Directors or Committee meeting should be made in writing to the Secretary of the Board at least 48 hours prior to the meeting.

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February 4, 2016

This meeting will be recorded for transcription purposes only.

Call to Order – 9:03 a.m.

Pledge of Allegiance

Board of Directors and Staff Roll Call

- √ Mrs. Margaret Medeiros, President √ Mr. Karl Hosier, Vice President
- √ Mrs. Judy Heeszal, Director √ Ms. Dena Barron, Director, arrived at 9:04 a.m.
- √ Mr. Richard Kuehn, Director, excused himself at 12:25 p.m.

- √ Mr. Alan Gardner – General Manager Mr. Dan Hodem – Operations Manager, absent
- √ Mrs. Dianna Mann - Secretary to the Board

Public comment on non-agenda items

Members of the public may address the legislative body, for up to three minutes on any item of interest to the public that is within the subject matter jurisdiction of the legislative body. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights.

Consideration of items not appearing on the posted agenda, if necessary, requires the following Board action prior to consideration: (1) A determination by a majority vote of the Board that an emergency situation exists (as defined in Section 54956.5 of the Brown Act); or (2) A determination by a two-thirds vote of the legislative body or if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

1. Agenda (New Business)

- a. **(1:53)** Roles and Responsibility training by California Rural Water Association

Recess called at 12:02
In session at 12:05

Action Taken: No Action

- b. Discussion and consideration of Consumer Claim for 13330 1st Street

Action Taken: Carried Forward

- c. Discussion and consideration of MC Engineering Invoice No. 1323-2, dated 12/31/15, in the amount of \$29,014.86 for the Water Distribution Study

Action Taken: Carried Forward

44

3.16.1

- d. Discussion and consideration of MC Engineering Invoice No. 1322-2, dated 12/31/15, in the amount of \$8,862.50 for the USDA Wastewater Facility Improvements Project

Action Taken: Carried Forward

- e. Discussion and consideration of scheduling Directors for check signing or other business that require signatures

Action Taken: Carried Forward

- f. (3:08:58) Discussion and consideration of rental & permanent generators and electrical panel for Water Plant

Action Taken: Board directed General Manager to continue to look for a permanent 250kw generator and to delay the rental of generator until staff sees what is available, also, the General Manager will bring more information regarding specs of 250kw generator

- g. Discussion and consideration of sand bags

Action Taken: No Action

Closed Session Time: 12:18

- a. Discussion and consideration of update of anticipated litigation with Aircon Energy pursuant to Government Code 54956(b)

Action Taken: No Action

- b. Discussion and consideration of staff job restructure and revision pursuant to Government Code Section 54957(b)(1)

Action Taken: General Manager's decision

Open Session Time: 12:25 p.m.

Recess for lunch at 12:26
In session: 12:34 pm.

Recess called at 1:18 p.m.
In session: 1:28 p.m.

Directors and Committee's Reports and Comments:

Adjournment Time: 4:15 p.m.

SIGNED: _____
Margaret Medeiros, Board President

ATTESTED TO: _____
Karl Hosier, Vice President

45



MC Engineering, Inc.
 6917 Ohana Place
 Orangevale, CA 95662

Invoice

4.a

Date	Invoice #
12/31/2015	1322-2

Bill To

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

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	01/30/2016		USDA Wastewat...
Description	Qty	Rate	Amount	
Project Manager, Mark Carey, PE	35.5	135.00	4,792.50	
Operations Management Engineer, John Pedri, PE	27	135.00	3,645.00	
Operations Specialist, Doyle Champlain	5	85.00	425.00	
Total			\$8,862.50	
Payments/Credits			\$0.00	
Balance Due			\$8,862.50	

Phone #	Fax #	E-mail
916-223-3828	916-860-1863	markacarcy@msn.com

47



MC Engineering, Inc.

6917 Ohana Place
Orangevale, CA 95662

Invoice ⁴¹⁶

Date	Invoice #
12/31/2015	1323-2

Bill To

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

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	01/30/2016		Water Master Plan
Description	Qty	Rate	Amount	
Operations Management Engineer, John Pedri, PE	11.5	140.00	1,610.00	
Project Manager, Mark Carey, PE	24.5	145.00	3,552.50	
Project Engineer, Steve Kline, PE	54	95.00	5,130.00	
Project Engineer 2, Richard Relyea	77	95.00	7,315.00	
Engineering Tech, Jose Diaz-Mendez	69	55.00	3,795.00	
Data Analyst, Jacobus Prins, PE	0.5	150.00	75.00	
Travel Mileage, Richard Relyea 1/4- 273, 12/8- 292, 12/11- 272, 12/17- 296, 12/29- 323	1,456	0.56	815.36	
Utility Services Associates, LLC Invoice		1,412.50	1,412.50	
Geo Legal, Inc Invoice		5,254.50	5,254.50	
Total Reimbursable Expenses			6,667.00	
Administrative Support	1	55.00	55.00	
Total			\$29,014.86	
Payments/Credits			\$0.00	
Balance Due			\$29,014.86	

675-2 (JM) W

Phone #	Fax #	E-mail
916-223-3828	916-860-1863	markacarey@msn.com

48



MC Engineering, Inc.

6917 Ohana Place
Orangevale, CA 95662

4.e

Invoice

Date	Invoice #
01/31/2016	1330

Bill To

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

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	03/01/2016		USDA Wastewat...
Description	Qty	Rate	Amount	
Project Manager, Mark Carey, PE	12.5	135.00	1,687.50	
Operations Management Engineer, John Pedri, PE	2.5	130.00	325.00	
Southport Controls Invoice	1	5,191.79	5,191.79	
Total			\$7,204.29	
Payments/Credits			\$0.00	
Balance Due			\$7,204.29	

675-4-s

Phone #	Fax #	E-mail
916-223-3828	916-860-1863	markacarey@msn.com

49



MC Engineering, Inc.

6917 Ohana Place
Orangevale, CA 95662

H.A

Invoice

Date	Invoice #
01/31/2016	1326

Bill To

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

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	03/01/2016		Water Master Plan
Description	Qty	Rate	Amount	
Engineering Tech, Jose Diaz-Mendez	137	55.00	7,535.00	
Project Manager, Mark Carey, PE	25	145.00	3,625.00	
Data Analyst, Jacobus Prins, PE	29.75	150.00	4,462.50	
Project Engineer 2, Richard Relyea	53	95.00	5,035.00	
Operations Management Engineer, John Pedri, PE	46	140.00	6,440.00	
Project Engineer, Steve Kline, PE	34	95.00	3,230.00	
Travel Mileage - 1/20/16	335	0.54	180.90	
Lodging - 1/20/16 - 2 rooms	2	213.84	427.68	
			Total	\$30,936.08
			Payments/Credits	\$0.00
			Balance Due	\$30,936.08

675-2 W

Phone #	Fax #	E-mail
916-223-3828	916-860-1863	markacarey@msn.com

50



P.O. Box 6407
 Rohnert Park, CA 94927-6407
 Branch Contact: 707-462-8707 Fax 707-463-0943
 Accounting & Credit: 855-306-5689

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
01/05/16	01/05/16	023106376	1

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INVOICE

CUST# (03481-00)
 CLEARLAKE OAKS WTR DIST ~
 12545 HWY 20
 P O BOX 709
 CLEARLAKE OAKS, CA 95423-

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CLEARLAKE OAKS WTR DIST ~
 12545 HWY 20
 P O BOX 709
 CLEARLAKE OAKS, CA 95423-07

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA		TERMS		TAXABLE ITEMS
4131		OUR TRUCK		2%10TH NET 25TH		
PART/DESCRIPTION		ORDER	SHIP	LIST	MULT	EXTENSION
DCFSPOOLFLGPE1040	DI SPOOL FLG*PE 10"*4'0"	1	0	687.00	.6500	0.00 Y
NIPG612	NIPPLE GALV 6*12	1	1	466.10	.1083	50.49 Y
DCFSPOOLFLGFLG1010	DI SPOOL FLG*FLG 10"*1'0"	1	1	584.00	.6500	379.60 Y
DCFSPOOLFLGFLG1020	DI SPOOL FLG*FLG 10"*2'0"	2	2	700.00	.6500	910.00 Y
DCFFLG TAPT106	FLG TAPT CI 10*6 IPS	1	0	255.00	.6500	0.00 Y
DCF90MJFLG10	ELL 90 MJ*FLG 10	1	1	427.00	.6500	277.55 Y
EBABRTD10	BELL RESTRAINER C900/DI 1510TD	9	9	307.82	.6000	1662.21 Y
DCF90MJ10	ELL 90 MJ 10	1	1	280.00	.6500	182.00 Y
DCFSPOOLFLGFLG1050	DI SPOOL FLG*FLG 10"*5'0"	1	1	1048.00	.6500	681.20 Y
CHCB3048X12	EXTENSION H20 30*48 CHRISTY	2	2	176.03	.8000	281.64 Y
MUEGATEFLGFLG10	VALVE GATE FLG*FLG R-W AWWA 2 NUT 10	1	1	3850.76	.3500	1347.77 Y
DCFTFLG10	TEE FLG 10	1	1	792.00	.6500	514.80 Y
EBAMEGAACCDI10	ACC SET MEGA LUG DI 1110 DEC	2	2	173.70	.6000	208.44 Y
WBLBOLTSET1012	BOLT SET FLG 10" & 12"	10	10	33.35	.6000	200.10 Y
EBAMEGAACCPVC10	ACC SET MEGA LUG C900 2010 PEC	5	5	242.95	.6000	728.85 Y
FORFC2W10L12	ULTRA-FLEX CPLG L12 10.75-12.12	1	1	471.67	.7000	330.17 Y

RECEIVED
 JAN 08 2016

BY:

***** CONTINUE ON NEXT PAGE *****

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS	TAX%	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
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51



P.O. Box 6407
 Rohnert Park, CA 94927-6407
 Branch Contact: 707-462-8707 Fax 707-463-0943
 Accounting & Credit: 855-306-5689

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
01/05/16	01/05/16	023106376	2

4.2.1

INVOICE

CUST# (03481-00)
 CLEARLAKE OAKS WTR DIST ~
 12545 HWY 20
 P O BOX 709
 CLEARLAKE OAKS, CA 95423-

CLEARLAKE OAKS WTR DIST ~
 12545 HWY 20
 P O BOX 709
 CLEARLAKE OAKS, CA 95423-07

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CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE ITEMS		
4131		OUR TRUCK	2%10TH NET 25TH			
PART/DESCRIPTION	ORDER	SHIP	LIST	MULT	EXTENSION	
TAPDETS3 TAPE DETECTABLE SEWER 3"*1000'	1	1	63.20	.8500	53.72	Y
DCFFLGTYTE10 GASKET RING FLG-TYTE SBR 10	10	10	15.32	.8000	122.60	Y
DCF45MJ10 ELL 45 MJ 10	2	2	209.00	.6500	271.70	Y
pvpc1150c90010 PIPE PVC C900 CL150/235 DR18 10"	140	140	3744.00	.3500	1834.56	Y
chcb304853jh B3048 TRAFFIC LID 3 PIECE BLANK	1	1	1007.11	.8000	805.69	Y
CHCB3048BOX BOX 30*48 H20 LOAD CHRISTY	1	1	376.67	.8000	301.34	Y
CHCG5CTS G5 CI TRAFFIC LID SEWER BOLT DOWN	3	3	28.17	.8000	67.62	Y
CHCG5TBOX G5 BOLT DOWN BOX	3	3	40.55	.8000	97.32	Y
PVPCL200C90010 PIPE PVC C900 CL200/305 DR14 10"	40	40	4728.00	.3500	661.92	Y

S-810
 LS 2 bypass

ENTERED
 1/7/16

RECEIVED
 JAN 08 2016

BY:

52

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS 11971.29	TAX% 7.500	SALES TAX 898.45	SHIPPING & HANDLING 8.00	OTHER CHARGES 0.00	INVOICE TOTAL 12877.74
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COUNTY OF LAKE
Office of the Registrar of Voters
Courthouse - 255 North Forbes Street
Lakeport, CA 95453
Telephone 707/263-2372
FAX 707/263-2742

4.f
DIANE C. FRIDLEY
Registrar of Voters

MARIA VALADEZ
Deputy Registrar of Voters

S T A T E M E N T

TO: DIANNA MANN, DISTRICT SECRETARY
CLEARLAKE OAKS COUNTY WATER DISTRICT
PO BOX 709
CLEARLAKE OAKS CA 95423

SUBJECT: November 3, 2015 Election Expenses

DATE: January 19, 2016

6005-A

ENTERED
1-28-16

Below please find the prorated expenses for conducting the Clearlake Oaks County Water District's election on November 3, 2015:

Official Ballots (Pct, VBM, Vendor Processing, Perm, & Mail Pct Env)	.....	\$	1,644.81
Sample Ballots	.....		1,175.90
Postage (Vote-by-Mail "VBM" & Sample Ballots)	.....		389.80
Election Services (Pollworkers, Poll Places, Delivery Supplies, etc.)	.....		1,012.07
Election Supplies (Office VBM & Secrecy Envelopes, Pct Kits, Security Seals, etc.)	.....		120.14
Printing Costs (Roster, Street Indexes, Instructions, etc.)	.....		43.79
Legal Publications	.....		41.16
Staff Labor (Return VBM Ballots, Elec Setup, Processing Ballots, Canvass)	.....		1,821.10
Other Labor (Candidate filing, Post Election Labor)	.....		428.22
Ballot Layout (Setup for Official Ballots and Sample Ballot Booklets)	.....		431.27
Election Forms	.....		140.46
		TOTAL	\$ 7,248.72

Please make your check or warrant payable to the Lake County Registrar of Voters and return to 255 N Forbes Street, Lakeport CA 95453.

Thank you,

Diane C. Fridley
Registrar of Voters

53

51a

CLEARLAKE OAKS COUNTY WATER DISTRICT

RESOLUTION NO. 16-05

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CLEARLAKE OAKS COUNTY WATER DISTRICT**

**AUTHORIZING REPRESENTATIVE FOR FINANCING AGREEMENT FROM
THE STATE WATER RESOURCES CONTROL BOARD FOR INFLOW AND
INFILTRATION CONSTRUCTION**

WHEREAS, per the Clearlake Oaks County Water District Board of Directors:

WHEREAS, the General Manager (“the Authorized Representative”) or his/her designee is hereby authorized and directed to sign and file for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the pre-design, design, bidding, and construction of Clearlake Oaks County Water District’s (“District’s”) Inflow and Infiltration System; and

WHEREAS, this Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto; and

BE IT FURTHER RESOLVED, the Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District, in compliance with applicable state and federal laws.

THE ABOVE RESOLUTION is hereby passed and adopted by the Board of Directors of the Clearlake Oaks County Water District at a Regular Meeting thereof held on the 18th day of February, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CLEARLAKE OAKS COUNTY WATER DISTRICT

By: _____
Margaret Medeiros, President

Attest: _____
Karl Hosier, Vice President

54

b.c

Clearlake Oaks County Water District
P.O. Box 709 /12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

RECEIVED
JAN 22 2016

BY:

Consumer Claim For Resolution Form

Claimant Instructions: Clearly state your claim/grievance(s) for resolution with accompanied supporting documentation attach hereto. All claims/grievance(s) shall be submitted to the Clearlake Oaks County Water District-General Manager. Action taken by the District in an effort to resolve and execute settlement of any and all claim/grievance(s) will be made within the boundaries of Clearlake Oaks County Water District Ordinances, Rules, Regulation, Policies, Procedures, and all applicable State and Federal Law applied. If Clearlake Oaks County Water District and the "claimant" cannot secure settlement and/or resolution of a matter, an application for a "Special Meeting" shall be submitted by the "Claimant" into the Clearlake Oaks County Water District General Manager. The matter shall be placed on calendar and heard before the Clearlake Oaks County Water District Board of Directors. (Article 1.4-Appeals/Ordinance 31)

Name of Claimant(s): Peggy Seifert

Claimant(s) Address: 13330 1st Street
Clearlake Oaks CA 95423

Do you want all notices to be sent to the above listed address? Yes No

If no, state the address where you would like notices to be sent:
YES - 13330 1st Street Clearlake Oaks 95423

Date and time of the incident: Fri Nov 29th 2015 8:00

Where the incident(s) occurred: East side of my house

Description of the incident: on an icy east side of my home
early - lost power that morning until about 9:00 AM

Description of injury, damage and/or loss: no persons were hurts

Name(s) of the public employee(s) who caused the injury, damage and/or loss:
no persons were hurt at my house

Clearlake Oaks County Water District
P.O. Box 709 / 12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

GIC, 1

If the claimed amount of the injury, damage and/or loss is less than \$10,000 state the amount including the estimated amount of any prospective injury damage and/or loss and the basis for the amount claimed:

I know that I have to pay some amount but I only have dental liability - so I was hoping that since the man worked didn't touch anything at my property was there for about 3 min was off to someone else.

Peg Skipt
Signature

Jan 22nd 2016
Date

Office Use Only

Date Received: _____ By: _____

Claim Resolved Yes No

If Yes, what was the result: _____

Claim Denied: Yes No

Customer Transaction Summary

6.C.2

Customer Information

Account No: 0146
 PEG SEIFERT
 PO BOX 1224
 CLEARLAKE OAKS, CA 95423-1224

Location Information

Location No: 05195
 13330 1ST ST
 CLEARLAKE OAKS, CA 95423

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
10/14/2015	Payment				97.68	-97.68	0.00
10/26/2015	Charge	10/13/2015	84151	3449	0.00	97.16	97.16
11/16/2015	Payment				97.16	-97.16	0.00
11/25/2015	Charge	11/12/2015	84518	2745	0.00	95.94	95.94
11/29/2015	Misc				95.94	150.00	245.94
12/15/2015	Payment				245.94	-95.94	150.00
12/23/2015	Charge	12/13/2015	84899	2850	150.00	96.12	246.12
01/15/2016	Payment				246.12	-100.00	146.12
01/16/2016	Penalty				146.12	10.00	156.12

57

Clearlake Oaks County Water District
P.O. Box 709 /12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

1005
709

?

Consumer Claim For Resolution Form

Claimant Instructions: Clearly state your claim/grievance(s) for resolution with accompanied supporting documentation attach hereto. All claims/grievance(s) shall be submitted to the Clearlake Oaks County Water District-General Manager. Action taken by the District in an effort to resolve and execute settlement of any and all claim/grievance(s) will be made within the boundaries of Clearlake Oaks County Water District Ordinances, Rules, Regulation, Policies, Procedures, and all applicable State and Federal Law applied. If Clearlake Oaks County Water District and the "claimant" cannot secure settlement and/or resolution of a matter, an application for a "Special Meeting" shall be submitted by the "Claimant" into the Clearlake Oaks County Water District General Manager. The matter shall be placed on calendar and heard before the Clearlake Oaks County Water District Board of Directors. (Article 1.4-Appeals/Ordinance 31)

Name of Claimant(s): CARLTON CLARK

Claimants(s) Address: 1726 TAHOE DR
SANTA ROSA CA 95405-7739

Do you want all notices to be sent to the above listed address? Yes No

If no, state the address where you would like notices to be sent:

Date and time of the incident: _____

Where the incident(s) occurred: SERVICE ADDRESS 12972 2ND ST CLO

Description of the incident: MISSSED Sewer Bill FOR 11/2015.
\$5330. LATE FEE \$10 = 6330. PD 5330 DUE FOR 12/2015
BUT NOT 6330 SO \$10 ADDED TO 7330 - Now 1/2016
CHARGE OF \$5330 BRINGING TOTAL to 2 1 mo CHARGES
of 5330 = 10660 + \$20 PENALTIES = 12660

Description of injury, damage and/or loss: 10660 IN RATES DUE, 20 PENALTIES

Name(s) of the public employee(s) who caused the injury, damage and/or loss:

NA

RECEIVED
FEB 04 2016

BY:

58

Clearlake Oaks County Water District
P.O. Box 709 /12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

7.9.1
Return
my Reply

If the claimed amount of the injury, damage and/or loss is less than \$10,000 state the amount including the estimated amount of any prospective injury damage and/or loss and the basis for the amount claimed:

Carlton B. Salant 2-2-16
Signature Date

Office Use Only

Date Received: _____ **By:** _____

Claim Resolved Yes No
If Yes, what was the result: _____

Claim Denied: Yes No

71912
1 of 5

Clearlake Oaks County Water District
P.O. Box 709 /12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

If the claimed amount of the injury, damage and/or loss is less than \$10,000 state the amount including the estimated amount of any prospective injury damage and/or loss and the basis for the amount claimed:

REQUEST RELIEF FROM \$20 PENALTIES
AND NEW ONE TILL THE 10660 PAID.
AND PAYMENT PLAN FOR PAST DUE.
WILL PAY \$330 BILLED ON 1/25

Leighton B. Clark
Signature

2-2-16
Date

Office Use Only

Date Received: _____ By: _____

Claim Resolved Yes No

If Yes, what was the result: _____

Claim Denied: Yes No

60

Clearlake Oaks County Water District
P.O. Box 709 /12952 E. Hwy 20
Clearlake, Ca 95423
Phone: (707) 998-3322 Fax: (707) 998-1245

7.9.3
2 of 5
1 of 3
Return

Consumer Claim For Resolution Form

Claimant Instructions: Clearly state your claim/grievance(s) for resolution with accompanied supporting documentation attach hereto. All claims/grievance(s) shall be submitted to the Clearlake Oaks County Water District-General Manager. Action taken by the District in an effort to resolve and execute settlement of any and all claim/grievance(s) will be made within the boundaries of Clearlake Oaks County Water District Ordinances, Rules, Regulation, Policies, Procedures, and all applicable State and Federal Law applied. If Clearlake Oaks County Water District and the "claimant" cannot secure settlement and/or resolution of a matter, an application for a "Special Meeting" shall be submitted by the "Claimant" into the Clearlake Oaks County Water District General Manager. The matter shall be placed on calendar and heard before the Clearlake Oaks County Water District Board of Directors. (Article 1.4-Appeals/Ordinance 31)

Name of Claimant(s): CARLTON B. CLARK

Claimants(s) Address: 1726 Tahoe Dr Santa Rosa, CA 95405

Do you want all notices to be sent to the above listed address?

Yes

No

If no, state the address where you would like notices to be sent:

C Clark 1726 Tahoe Dr Santa Rosa, CA 95405

Date and time of the incident: 2 yrs: 2013+2014

Where the incident(s) occurred: from Oaks water Dist office

Description of the incident: I Paid bills for useage on not bills: 78.29 P/mo
For 2 years Amounting to a Total of 1,878.94 which The water
Co. has I feel that I should be given credit on amount Returned.
I am 78 yrs old a Korean Vet., No consideration?

Description of injury, damage and/or loss: Carlton B. Clark

Name(s) of the public employee(s) who caused the injury, damage and/or loss:

NA from Oaks water Dist office

7,914

Customer Transaction Summary

Customer Information

Account No: 0315
 CARLTON CLARK
 1726 TAHOE DR
 SANTA ROSA, CA 95405-7739

Location Information

Location No: 04075
 12972 2ND ST
 CLEARLAKE OAKS, CA 95423

?

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
11/25/2015	Charge				0.00	53.30	53.30
12/16/2015	Penalty				53.30	10.00	63.30
12/23/2015	Charge				63.30	53.30	116.60
01/04/2016	Payment				116.60	-53.30	63.30
01/16/2016	Penalty				63.30	10.00	73.30
01/25/2016	Charge				73.30	53.30	126.60

missed

miss + 10 per

still due

53.30
53.30
106.60
+ 20 penalty

62

71C

**CLEARLAKE OAKS COUNTY
WATER DISTRICT**

P. O. Box 709
12952 East Hwy. 20
Clearlake Oaks, CA 95423

Contract for Consulting Services

**CONSULTANT: MC Engineering
CONTRACT NO.: 2016-01**

I. SCOPE OF THE SERVICES

The services to be rendered ("Services") consist of: Consultant to assist District in completing a Wastewater Treatment Plant Study Project as described in the Plan of Study application dated September 17, 2015 attached hereto and incorporated herein as Attachment C to this Contract, in accordance with all terms and conditions of this Contract and all attachments hereto.

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Agreement is to be paid as per attached schedule of rates and charges, with a guaranteed not to exceed total compensation, including all fees, costs, and expenses, of \$ 299,640.00.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services immediately upon receipt of a written Notice to Proceed from the District and complete the Services by the dates stated in Attachment B.

IV. TERMS AND CONDITIONS

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO (ATTACHMENT A) AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) Contract number must appear on all invoices and correspondence. Send invoices to CLEARLAKE OAKS WATER DISTRICT, ATTN: DIANNA MANN, P. O. BOX 709, 12952 EAST HWY 20, CLEARLAKE OAKS, CA 95423.
- (3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District's General Counsel.
- (4) Consultant must comply with the Insurance Requirements in Attachment A, Attachment B – MC Engineering –Scope of Work, Deliverables, and Project Schedule and Billing Rates, and Attachment D – Agreement with State of California Water Resources Control Board each of which is incorporated by reference herein. MC Engineering expressly accepts all terms incorporated therein. Consultant has received and read the District's Agreement with the California State Water Resources Control Board, and agrees to comply with the terms and conditions applicable to the Services, to the extent that such compliance is within the scope and control of Consultant.

MC ENGINEERING ("Consultant")

CLEARLAKE OAKS WATER DISTRICT ("District")

Mark A. Carey, P.E., Principal

Date

Margaret Medeiros, Board President

Date

63

7.C.1

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. Purchase Agreement ("Agreement") Force and Effect. Clearlake County Water District ("District") is not responsible for services rendered without the authority of an agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing and the District approves the new person in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California Water Resources Control Board or any federal or state agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent contractor and does not act as District's agent in any capacity whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

64

7.2

5. Indemnity/Liability. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its officers, agents, departments, officials, Board of Directors, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of the above arise out of, pertain to, or relate to the negligent or reckless act or omission, or willful misconduct, of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence or willful misconduct of any Indemnitee.

6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Any interest (including copyright interests) of Consultant or its sub-consultants (together, "**Sub-consultants**"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Sub-consultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

9. Required Governmental Submittals. Consultant understands and agrees that as part of Consultant's services, Consultant shall submit its studies, reports, and other work product to agencies of the State of California. Consultant shall make its best efforts to comply with all requirements of such agencies as to the format of such work product. Consultant's services hereunder shall not be considered complete as to any phase until the lead agency has reviewed and accepted, as to form, Consultant's work product.

10. Compliance With Laws. Consultant shall comply with all legal requirements relative to the Project. Consultant shall comply with state prevailing wage law, commencing with Section 1720 of the Labor Code and Section 16000 of Title 8 of the California Code of Regulations for any "public works" (as that term is defined in the statutes) performed on the Project funded by this Agreement. For purposes of compliance with prevailing

65

703

wage law, the Consultant shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law. Consultant shall certify to the District on each payment request form that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that Consultant and all subconsultants complied with prevailing wage laws. Prior to the payment for each Phase of Consultant's services under this Agreement, Consultant shall submit to District a certificate signed by the Consultant and all subconsultants performing public works activities stating that prevailing wages were paid as required by law. In the event of any audit, Consultant shall cooperate fully and at Consultant's expense with all requests of the auditor.

11. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all District rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety- health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

12. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant shall be paid for services satisfactorily rendered, subject to District's reasonable approval, through the date of termination. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

13. Public Records Act. Both parties understand and agree that District must comply with the California Public Records Act ("Act"). If Consultant believes that any document or information furnished to District in connection with Consultant's performance of services is exempt from public disclosure under the Act, it shall so advise District in writing at the time the document or information is furnished.

14. Survival. Without limiting any of the parties' other rights or obligations arising from this Agreement, and in addition to all other provisions indicated as surviving the termination or expiration of this Agreement, the following provisions will survive any termination or expiration hereunder: 3, 4, 5, 7, 8, 10, 11, 12 and 13.

15. Execution: Venue: Limitations: Miscellaneous. This Agreement shall be deemed to have been executed in the County of Lake, California. Enforcement of this Agreement shall be governed by the laws of

66

7.2.4

the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in the County of Lake. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement. All terms not otherwise defined in this Agreement shall have the meanings provided in the Appendices or, if applicable, in the construction contract with the general contractor on the project.

16. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce, interpret or rescind the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.

17. ADA Compliance. If, in the course of conducting the Services subject to this Agreement, Consultant offers a public program, service, or meeting on behalf of the District, Consultant shall, in accordance with the Americans with Disabilities Act and California law, offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities and shall, upon reasonable request provide reasonable accommodations for persons with disabilities including information or materials in appropriate alternative formats.

67

705

ATTACHMENT A

Appendix A to Contract For Consulting Services

INSURANCE REQUIREMENTS

Consultant shall carry all of the following insurance and shall comply with the following requirements:

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and products & completed operations, personal and advertising liability, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, subject to a deductible of not more than \$25,000 payable by Consultant, and Excess/Umbrella Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Commercial automobile liability insurance with limits of not less than \$1,000,000 each occurrence including coverage for owned, scheduled, hired and non-owned autos.

Workers' Compensation and Employers' Liability Insurance in at least such amounts as are required by law. Consultant's Workers' Compensation Insurance policy shall, by endorsement, contain a Waiver of Subrogation as to each named and additional insured.

In the event Consultant is self-insured, Consultant shall furnish a Certificate of Permission to Self-Insure, signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

In the event the Consultant does not have any employees as defined under the State of California Workers' Compensation laws, Consultant shall sign the District's "Workers' Compensation Certificate for Independent Contractors", which states:

Contractor hereby certifies that he/she/it is aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

In addition, Contractor represents that he/she/it does not presently employ anyone in the manner subject to the workers' compensation laws of the State of California and that if Contractor does employ any such person during the time Contractor is performing this contract, Contractor will promptly provide the District with proof of workers' compensation insurance in the amount required by law.

Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$1 million annual aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided by or on behalf of the Consultant under this Agreement, including contractual liability coverage to the extent insurable, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured. Consultant shall maintain said insurance coverage for a period of ten (10) years after the completion of the construction of the project for which Services are provided and shall, upon request of District, provide certificates of insurance evidencing Consultant has maintained said coverage. The policy shall have a retroactive date (prior acts coverage) that precedes the start of the design services under this Agreement, and the Consultant shall provide a copy of the declarations page showing the retroactive date.

Certificate(s) of Liability Insurance:

Acceptability of Insurers - Insurance is to be placed with insurers authorized to do business in the State of California and have a current A.M. Best rating of no less than A X or equivalent or as otherwise approved by the District. Certificate(s) of Liability Insurance shall include the A.M. Best or NAIC number for each insurer.

A notation of "All Operations" or the Bid Number and/or Job Title must be included on the certificate(s) and on all endorsements. (Note: "All Operations" covers all current and future operations with the District. Minimum coverage must be in accordance with bid or contract specifications.)

The Certificate Holder shall read as follows:

68

7.C.6

Clearlake Oaks County Water District
P. O. Box 709
Clearlake Oaks, CA 95423

Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except in the event of cancellation due to non-payment of the premiums, the notice of cancellation shall be mailed within ten (10) days.

The authorized Insurance Agency Representative's original signature is required on the Certificate of Liability Insurance.
Endorsements - Insurance policies shall contain an endorsement containing the following terms:

Additional Insured endorsements: Provide separate additional insured endorsements for the Commercial General Liability, Excess/Umbrella Liability and Commercial Auto Liability policies that contain the following terms:

CLEARLAKE OAKS COUNTY WATER DISTRICT, its Board of Directors, officers, employees, representatives, consultants (including without limitation Engineer) and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

A Statement of Additional Insured Endorsement on the Acord Certificate of Liability Insurance form is insufficient and will be rejected as proof of the additional insured requirement.

Primary / Non-contributory endorsement - Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

Waiver of Subrogation - Consultant's Workers' Compensation Insurance policy shall contain, by endorsement, a Waiver of Subrogation as to each named and additional insured.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District prior to commencement of work.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

Consultant shall ensure all Sub-consultants and any other person or entity assisting with provisions of this work shall maintain the same level of coverages specified in these insurance requirements at all times during performance hereunder.

Consultant shall, upon request of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - All said insurance shall be maintained by the Consultant in full force and effect during the entire period of performance.

Renewal certificates must be received by the District at least ten (10) days prior to the expiration date in agreement to ensure continuation of contract.

All correspondence and renewal certificates may be e-mailed to an email address provided to Consultant for that purpose by District or, if none, shall be mailed to:

Clearlake Oaks County Water District
P. O. Box 709
Clearlake Oaks, CA 95423

Other than Professional Liability, any insurance policy written on a claims-made basis is subject to the approval of the District.

69

7.07

ATTACHMENT B – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Planning Completion date is hereby established as July 31, 2017.
2. The Planning is for the eventual construction project known as the **Wastewater Treatment Plant Study Project**.
2. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than July 31, 2017, unless prior approval has been granted by the Division. Otherwise, the undisbursed balance of this Agreement will be de-obligated.
3. The tentative Planning schedule is summarized as follows:

MILESTONES	DRAFT	FINAL
Eligible Start Date	N/A	February 15, 2016
Phase I: Record Search and WWTP Operational Procedures Evaluations	N/A	July 1, 2016
Phase II: Base Mapping, Process Flow Analysis, and Modeling	N/A	November 1, 2016
Phase III: Equipment Condition and Efficiency Evaluation	N/A	January 1, 2017
Phase IV: Deficiency Report and Recommendations	N/A	February 1, 2017
Phase V.a: Facilities Plan Project Report	March 1, 2017	April 30, 2017
Phase V.b: Environmental Documents	May, 2017	June 30, 2017
Phase VI: Recycled Water Project Evaluation	January 1, 2017	March 31, 2017
Final Disbursement Request/End of Draw	N/A	July 31, 2017

4. Scope of Work

The Central Valley RWQCB issued CAO Order No. R5-2014-0707 (Order) in October 2014 to address deficiencies in the wastewater collection and treatment systems caused by aging infrastructure and lack of maintenance of the facilities. The Order requires the District to evaluate the current state of the wastewater collection and treatment facilities, and to implement improvements to protect water quality and reduce the risk of sewage spills into Clear Lake.

The District has broken up this task in six phases.

- Phase I: Record Search and WWTP Operational Procedures Evaluations
 - Collection of all operational records of the WWTP over the last 15 years along with any as-built drawings and other plans of system improvements
 - Interviews will be conducted to document past and present operations
- Phase II: Base Mapping, Process Flow Analysis, and Modeling
 - Preparing an initial base map
 - Conducting evaluation of the hydraulic and organic loading of WWTP
 - Initial ground survey to record elevations, inverts, control points, benchmarks
 - Reviewing Phase I data and developing influent and effluent water quality data
 - Lab testing to evaluate the unit processes and overall plant operations
 - Process flow diagrams and modeling

70

7.C.8

- **Phase III: Equipment Condition and Efficiency Evaluation**
 - Evaluation and a condition assessment of all pertinent treatment plant equipment including pumps, motors, structures, electrical and control systems, buildings and chemical feed equipment
 - Review of electrical panels, controls, and pertinent motorized and non-motorized equipment

- **Phase IV: Deficiency Report and Recommendations**
 - Preparing deficiency report that includes the findings from phases I-III
 - Recommendations for improvements and upgrades for each treatment process and pertinent equipment
 - Condition assessment will include the energy efficiency and life expectancy

- **Phase V: Facilities Plan (Project Report and Environment Documents)**
 - Preparing project report under the CWSRF guidelines
 - Preparing appropriate CEQA documents based on the chosen cost effective alternatives

- **Phase VI: Recycled Water Project Evaluation**
 - Assessing additional treatment facility and related end user requirements
 - Identifying adequate end uses and related wet weather storage and conveyance needs in order to replace reliance on the LACOSAN discharge facilities if necessary
 - Preparing a water balance to evaluate worst case effluent storage volumes and disposal/irrigation requirements
 - Evaluating water quality to protect groundwater and surface sources
 - Preliminary locations of proposed storage facilities, conveyance lines and related study area characteristics
 - Preparing proposed construction financing plan and revenue program

71

7.C.9

EXHIBIT B – PLANNING GRANT AMOUNT

1. The estimated reasonable cost of the total Planning exceeds two hundred ninety-nine thousand six hundred forty dollars and zero cents (\$299,640).
2. Subject to the terms of this Agreement, the State Water Board agrees to provide Planning Funds in the amount of exceeds two hundred ninety-nine thousand six hundred forty dollars and zero cents (\$299,640).
3. The Eligible Start Date is February 15, 2016. No costs may have been incurred prior to this date.
4. The End of Draw date is July 31, 2017. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored. In accordance with Section VIII.C of the Policy, the Deputy Director of the Division or designee may approve up to a 180-day extension of the End of Draw Date for good cause.
5. The Recipient must complete the planning process and submit a complete application for CWSRF Program construction financing prior to approval of construction financing. Costs associated with the design and construction phases of the Project are not eligible for reimbursement under this Planning Grant.
6. Budgeted Planning costs are summarized as follows:

TYPE OF WORK	ESTIMATED COSTS
Phase I: Record Search and WWTP Operational Procedures Evaluations	\$36,560
Phase II: Base Mapping, Process Flow Analysis, and Modeling	\$69,870
Phase III: Equipment Condition and Efficiency Evaluation	\$16,790
Phase IV: Deficiency Report and Recommendations	\$24,830
Phase V.a: Facilities Plan Project Report	\$42,850
Phase V.b: Environmental Documents	\$27,570
Phase VI: Recycled Water Project Evaluation	\$81,170
TOTAL*	\$299,640
* Funds may be shifted between line items as needed. However, shifts must be approved by the Division and the sum of adjusted line items shall not exceed the total budget amount.	

72

7.C.10

MC Engineering 2016 Standard Billing Rates

<u>Title</u>	<u>Hourly Rate</u>
Senior Engineer/Principal (PE).....	\$150.00
Operations Management Engineer (PE).....	\$140.00
Data Analyst (PE, PhD).....	\$155.00
Operations Specialist (Certified Operator).....	\$95.00
Project Engineer (BSME).....	\$110.00
Meter Testing and Leak Detection Specialist.....	\$953.00
Engineering Technician.....	\$65.00
Administrative Assistant.....	\$55.00
Lodging and Meals (at cost plus 10%)	
Reproduction (at Cost plus 10%)	
Mileage, Travel, etc. (Standard IRS rates)	

73

ATTACHMENT C

7.C.11

PLAN OF STUDY

for the

**Clearlake Oaks County Water District
Wastewater Treatment Facility Proposed Improvements**

Prepared By: MC Engineering, Inc.

**Prepared For: Clearlake Oaks County
Water District**

**Prepared For: SWRCB Div. of Financial
Assistance SRF Planning
Grant**

Date: September 17, 2015

74

7.C12

SECTION 1 Project Background and Location:

The Clearlake Oaks County Water District (District) was formed in 1960 under section 300000 *et seq.* of the California Water Code and is located on the north-east shore of Clearlake in Lake County, California. The District currently serves the unincorporated community of Clearlake Oaks, which has an estimated population of 2,359, based on the 2010 US Census. It is a popular summer destination as it is located directly on Clear Lake, a popular location for water sports and fishing. The District owns and operates the wastewater treatment plant and collection system, as well as the water treatment plant and water distribution system. Effluent from the wastewater treatment plant is pumped through a shared pipeline, with LACOSAN, to The Geysers, a complex of 22 geothermal power plants, south of Clearlake, near Middletown, CA.

A Wastewater Preliminary Engineering Report (PER) was prepared in 2014 for the USDA Rural Development and examined the current state of the wastewater treatment and collection infrastructure owned and operated by the District, which included minimal field investigations, document research, and staff interviews. Based on the findings a plan of action and cost effective solution(s) were recommended for those serious deficiencies and inefficiencies found within various components of the WWTP. A list of those identified projects and associated alternatives have been recommended. Other treatment plant components and processes were identified but due to the lack of detailed process evaluations and modeling they were considered future improvements.

The USDA Preliminary Engineering Report (PER) was prepared by MC Engineering, Inc., in accordance with the guidelines provided by the United States Department of Agriculture (USDA) Rural Development Agency (RDA) to meet Code of Federal Regulations (CFR) Part 1780 as part of the funding application for proposed projects. The USDA guidelines require the analysis and implications of project related factors that include, but are not limited to the following: environmental impact(s), project sustainability, technical feasibility, water and energy efficiency, economic feasibility, life-cycle analysis, and the awareness and support of the general public.

The project proposed in this report is located in and around the City of Clearlake Oaks, CA. Clearlake Oaks is approximately 40 miles north of Santa Rosa in Lake County and is located on the southeastern shore of Clear Lake. Clearlake Oaks is approximately 2.1 square miles in size, with an average elevation of 1,335 feet above sea level (US Census, USGS). An aerial photo (Figure 1) is presented below and shows the extent of the District service area and the location of the water and wastewater treatment plants.

75



Figure 1, Aerial of Service Area and Infrastructure Locations

Clearlake Oaks is a Census Designated Place (CDP) located in Lake County, CA. According to the California Department of Finance, Lake County has grown by 0.2% from 2012 to 2013. The California Department of Finance tracks population data for Lake County as a whole, and for two communities in Lake County—Clearlake and Lakeport. Population trends for Lakeport may be used as an indication of similar trends in Clearlake Oaks as both communities are similar in size and are located in the same geographic region. Population data for Lake County is shown below, in Table 1.

Table 1
Population Data, Lake County

Location	2012 Population	2013 Population	Percent Change
Lake County	64,412	64,531	0.2
Clearlake	15,179	15,192	0.1
Lakeport	4,705	4,713	0.2
Balance	44,528	44,626	0.2

Source: California Department of Finance

According to the 2010 US Census, the Clearlake Oaks CDP had a population of 2,359. This is down from a population of 2,402 as recorded by the 2000 US Census. In 2010, the median age in Clearlake Oaks was

7.C.14

54.9. It should be noted that approximately 23% of the housing of Clearlake Oaks is classified as seasonal, recreational, or occasional use (US Census). This is due to the fact that many residents are present in the summer for vacation. Table 2, below, details US Census data for the Clearlake Oaks CDP.

Table 2
US Census Data for Clearlake Oaks CDP

US Census Year	Population
2010	2,359
2000	2,402
1990	2,419
Total housing units – 1,823	
Housing units- seasonal, recreational, or occasional use – 427	
Percentage of housing for seasonal, rec., or occas. use – 23%	

Median Household Income (MHI) for the Clearlake Oaks CDP as reported by the 2008-2012 American Community Survey is \$29,057 (Confirmed by memo from SWRCB, dated 9/1/2014).

The District operates a secondary standard wastewater treatment plant, which was constructed in 1966. The plant includes headwork's, and metering with screening of coarse materials, biological secondary treatment for removal of soluble organic material and suspended material, chlorination for disinfection prior to discharge, solids handling, and effluent disposal to the Geysers. The WWTP was modified in 2001 with the addition of the effluent pipeline project.

The WWTP operates under CRWQCB Discharge Requirements Order No. 98-211, which allows for an average dry weather flows (ADWF) of .5 MGD and the maximum daily flow shall not exceed 2.1 MGD. It also sets the effluent 30-day average for BOD and SS levels at 40mg/l and 40mg/l, respectively. However, on various occasions the peak flows have exceeded the design capacity of the WWTP, and more recently, in the spring of 2011, peak flows exceeded the 2.5 mgd and there has also been intermittent past water quality violations, both at the treatment plant and from raw sewage overflows within the collection system. Table 3 contains a brief construction history of the District's wastewater facilities. Figure 3, below provides an aerial of the WWTP.

7.9.15

Table 3
 Clearlake Oaks Water District
 Wastewater System Previous Improvement Projects

System Component	Date Constructed	Date Upgraded	ADWF Design Capacity (1)
Effluent Disposal/Pump Sta.	2001	2001	2-3 MGD
Wastewater Treatment Plant			
Headworks/metering	1967	2001(minor)	.5 MGD
Oxidation ditch	1967	2006(minor)	.5 MGD
Partially mixed lagoon	2001	N/A	.5 MGD
Secondary Clarifier	1967	1980	.3 MGD
Sludge drying/disposal	1967	2001(new bed)	.5 MGD
Disinfection CL2 basin	1967	2001(basin)	.5 MGD
Wastewater Lift Stations	1966-1980	(Appendix B)	Unknown
Collection System	1964-1975	Varies	Unknown

(1) Data obtained from CLOCWD WWP O&M Manual dated December 1999

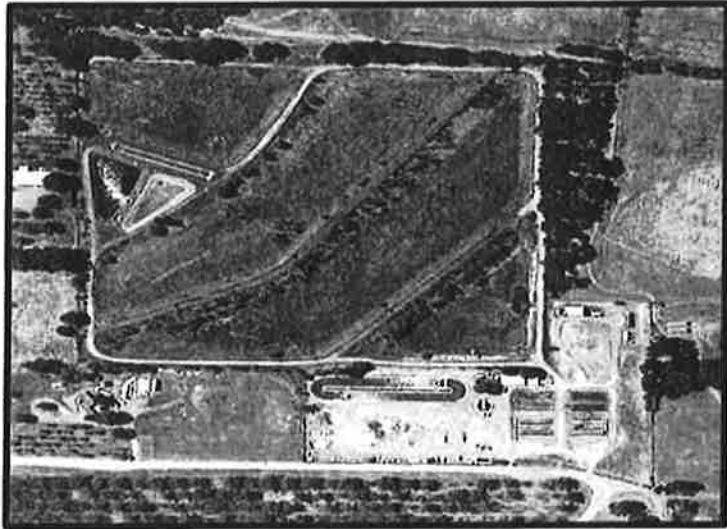


Figure 3, Wastewater Treatment Plant Aerial

As a part of the PER, dated July 2014, MC Engineering provided a preliminary level review of the existing conditions of the District's wastewater facilities including: wastewater treatment and disposal, sludge drying and disposal, lift stations, collection system, and operational management. It should be noted that due to the lack of a process flow evaluation and modeling along with a detailed list of past documented WWTP Improvements and as-built drawings, MC Engineering was unable to recommend a more detailed list of specific construction improvement recommendations. Obvious improvements such as the clarifier and need for

78

7.C.16

sludge disposal were two components that had apparent operational problems, primarily due to age and lack of capacity.

The wastewater collection system was constructed over a 15 year period, starting in 1966. It is comprised of 4, 6, 8, and 10, inch sewer laterals and mains. House services typically consist of 4-inch service laterals. Commercial establishment's service laterals are typically 4 and 6 inch pipes. The pipelines are a combination of vitrified clay pipe (VCP), ductile iron (DI) pipe, and asbestos-concrete (AC), with a majority of the pipe being AC. An approximate breakdown of pipe line sizes and lengths are as noted below, in Table 4:

Table 4
Estimated CLOCWD Collection System Pipeline Lengths
(Pipe types unknown)

Line Size	Length
4"	3,160
6"	84,840
8"	9,840
10"	6,820
12"	4,820
15"	1,141
Total	110,621

There are twelve collection system basins with gravity flow to a single lift station. These basins range in size from 25 dwelling units to as many as 1400. Each lift station is connected to various force mains ranging in size and length, from 6 to 8 inches and 10 feet to 330 feet in length, respectively. Some of the basins collect waste flows from commercial businesses, which are required to remove grease on-site. To address I/I problems within the collection system, the SWRCB awarded a \$399, Planning Grant (2014) to the District to perform an SSES to address raw sewer overflows at lift stations and within the collection system. Funding was also provided to develop a much needed and accurate mapping system to provide the necessary platform for the operations staff to properly operate and maintain their collection system and lift stations.

The wastewater facilities are governed and monitored by various governmental agencies and regulations and actions; including and not limited to:

79

7.6.17

- **CRWQCB Cleanup and Abatement Order R5-2014-0707 issued in October 2014**
- California Regional Water Quality Control Board- WD-Order No. 98-211
- State Water Resources Control Board – Orders No. 2006-0003 and 2013-0058 State Water Resources Control Board – Title 22 (effluent disposal)
- California Code of Regulations (CCR) Title 23-hazardous/Title 27 -non-hazardous (sludge disposal)
- United States EPA (CFR) – Title 40, Part 503 (sludge disposal)
- California Department of Public Health (potable water)
- Lake County Department of Environmental Health (hazardous storage & risk assessment)
- National Electrical Codes-NEC (lift stations and WWTP)
- California Code of Regulations-CCR’s- Title 8-Cal/ OSHA (safety)

SECTION 2: Existing and Eminent Water Quality Problems and Need for Project

The California Regional Water Quality Control Board issued a **Clean-up and Abatement Order R5-2014-0707 In October of 2014**. This order requires the District to make necessary evaluations and improvements to their WWTP, collection system, and lift stations. To address this order, the District has acquired a \$2,831,000 loan and a \$1,060,203 grant from the USDA to make various improvements at their WWTP, lift stations, and within the collection system. There are still further evaluations necessary to eliminate potential water quality threats at the WWTP that were not included within the request for USDA grant/loans. Listed below are the various treatment plant components that are recommended for further evaluation under this proposal (Plan of Study). Under this study, a more detailed preliminary design will need to be performed to thoroughly evaluate the operational deficiencies of the WWTP.

A very important component of this study will be to evaluate future effluent and reclamation disposal alternatives which have become a major consideration of the District, as a result of current effluent disposal agreements between the Clearlake Oaks County Water district and the Lake County Sanitation District (see Section 1, above). There are various agreements that stipulate the acceptance and use of reclaimed water from associated sanitation and water districts located around Clear Lake. Some of the existing terms and conditions in in these agreements pose a significant threat to the District as it relates to the District’s ability to meet future waste discharge requirements and ultimately avoid serious violations. Below are excerpts and a summary of two key effluent agreements and the potential threat they pose to the District:

1. **Joint Operating Agreement for the Southeast Geysers Effluent Pipeline Project, between the Lake County Sanitation District, Northern California Power Agency, Union Oil Company of California, NEC Acquisition Company and Thermal Power Company, and the Calpine Geysers Company L.P., dated July 25, 1995**

7-5-18

2. Agreement for the Acceptance of Effluent from the Clearlake Oaks County Water District, between the Clearlake Oaks County Water District and the Lake County Sanitation District, dated July 21, 1998

The Joint Operating Agreement between the LACOSAN and the power consortium, above, has a term of twenty five (25) years unless the agreement is terminated per conditions within Section 8 of the agreement. Section 8 states that *"If suspension of operations for the reasons listed in Section 7 or Section 16 would be protracted, or the cause cannot be practically remedied, or if economic conditions make continued operations impractical, Steam Suppliers may terminate this Agreement at any time during the term thereof upon two years prior written notice to LACOSAN, or this Agreement may be terminated sooner if agreed upon by all Parties. However, such notice may not be given during the first three years following the initial commencement of delivery, as referred to in Section 5.4.1"*.

The Agreement for Acceptance of Effluent between the District and the LACOSAN, above has a term of twenty (20) years, unless the agreement is terminated per conditions within Section 8 and 9 of the Agreement. A key concerning condition/provision of the agreement is found in Section 8, first paragraph, which states, *"The District's rights, granted in this agreement, to dispose of its effluent using the Geysers Pipeline may be suspended at any time by the LACOSAN, acting on behalf of itself or the Steam Suppliers for the following reasons.."*. These reasons include and are not limited to; *"1) If at any time during the term of this Agreement a Federal, State, or local governmental agency concludes that the injection of effluent is causing significant adverse health, safety, or environmental effects"* and *"2) If Steam Suppliers conclude that the operations are causing interference with their steam production or adverse effects upon steam quality or their geothermal facilities"*.

Both agreements, as noted above, pose potentially serious threat for the District's ability to dispose of its effluent to the regional effluent pipeline. Certain conditions, "out of the control" of the District could exist where the District's ability to meet its waste discharge requirements is severely impacted. It is therefore recommended that the District take necessary steps to prevent a serious health and safety issue, by developing other reasonable and cost effective solutions for disposing of their effluent in conjunction with other potential reclamation users in and around the District. These beneficial uses would also address storage and long term disposal guarantees.

1. Headworks (1967): (IMMEDIATE NEED): The headworks consists of an outdated, dilapidated automated mechanical cleaning to remove large solids and debris metering with a parshall flume and an isolation gate valve to split influent flows. Plant staff has experienced problems trying to calibrate the existing parshall flume flow meter due to the existing configuration. A new flume or alternative metering device is needed. The immediate need is to replace the isolation valve which is over 45 years old. Improving the overall function of the headworks is

7.6.19

critical for meeting WD Requirements. The new valve will be sized to accommodate a small amount of future growth within the District. The **USDA Rural Development Agency grant/loan will only address the need for a new flow isolation valve, since the existing valve fails to work. A more detailed evaluation of the headworks needs to be performed to address metering and solids removal issues.**

2. Equalization Basin: N/A
3. Oxidation Ditch (1967): (IMMEDIATE NEED) This process consists of an outdated racetrack shaped concrete basin that utilizes mechanical aeration to reduce biodegradable organics. The process efficiency is measured by the level of the mixed liquor suspended solids (MLSS) concentrations, which typically should be around 2500 mg/l. This process is a very critical treatment component for meeting WD requirements and has also been an on-going maintenance problem for the operators. The aeration process, which utilizes two brush aerators/rotor brushes, requires extensive maintenance. This is a common occurrence for this type of process. The aerators are 10 hp and transfer between 1500 to 1800 pounds of oxygen to the mixed liquor per day. The District brush aerators are constantly breaking down and, if not immediately repaired, can seriously impact the plant's ability to meet the effluent BOD requirements of 40mg/l. When working properly, the existing capacity of the oxidation ditch is adequate to meet its design capacity of .5 MGD ADWF, which allows for approximately 400-600 new single family connections. Due to the on-going maintenance problems, it is highly recommended that District look at a modern day design. If it is determined that constructing a new Oxidation Ditch is not feasible, then at the very least, it is important to clean the concrete oxidation ditch basin to remove accumulated debris in order to free up much needed capacity/retention time. A more thorough evaluation of the oxidation will need to be performed under this proposal to evaluate the rotor brush and efficiency along with structural issues in concrete basin.
4. Secondary Clarifier (1967): (IMMEDIATE NEED) The existing clarifier is 33 feet in diameter and was constructed in 1966, with pre 1960 design technology. This process removes and separates the heavier settleable and floatable material from the mixed liquor suspended solids. Non-settled mixed liquor travels over a series of weirs where it is then transported to the disinfection process and/or aerated lagoons. The settled or heavier sludge (sludge blanket) is then pumped, as returned activated sludge (RAS) back to the oxidation ditch. Portions of the waste activated sludge (WAS) are routinely pumped/wasted to the drying beds from the clarifier to maintain a target MLSS concentration and SRT.

This single clarifier has been a constant source of problems and is a serious concern due to its old and deteriorated condition and age (> 45years old). The equipment is rusty and has experienced on-going mechanical failures (clarifier mechanism gears). The condition, along with the fact that the current clarifier is under-designed for the existing design flows due to a shallow depth and other flawed design features, make its replacement critical. To compensate for the old clarifier, the operator's by-pass flows to the aerated lagoon as designed. This by-passing requires constant oversight and is a "band-aid" solution to a process (clarifier) needing immediate replacement to prevent overloading and solids carryover. The wet-weather I/I peaks along with backwash water from the water plant have stretched the capability of this process to

88

7.C.20

function properly which seriously impacts the District's ability to meet waste discharge requirements.

No safety measures have been taken to prevent injury therefore; safety requirements must be evaluated immediately.

The USDA Rural Development Agency has approved the design and construction of a new secondary clarifier within the approved grant and loan.

5. **Return Activated Sludge (RAS) Pump Station: (IMMEDIATE NEED)** This process is currently utilizing and old sump basin and pump that is improperly designed to convey RAS back to the oxidation ditch along with valving to transfer waste activated sludge back to the sludge drying beds. The station is more than 45 years old and is improperly designed by current standards. Operators have also had problems operating pumps during peak flow periods. The existing pumps are over 15 years old, undersized, and have met their useful life. These pumps will need to be re-sized if and when a new clarifier is constructed. This RAS pump station is a very important element of the overall WWTP process and without new pumps and railings, the operators will not be able to properly meet design flows and provide immediate repair and maintenance safely. The RAS pump station is at capacity and is not adequate to meet the demands from a new clarifier and any additional ADWF flows. The new clarifier should be designed to include a new dedicated RAS pump station.

The Sludge Pit is located in the front of the property raising safety concerns. No safety measures have been taken, leaving un-safe conditions for people and animals. Safety requirements must be met immediately. **Ultimately, the USDA Rural Development Agency grant/loan will provide for design and construction of a new RAS pump station.**

6. **Partially Mixed Lagoons (aerated): (IMMEDIATE NEED)**: There are two partially mixed lagoons, each having a volume of 400,000 gallons, with each lagoon having two surface aerators. These aerated ponds were constructed as a part of the effluent pump station and pipeline project in 2001. This process was constructed to augment the existing clarifier in order to meet total suspended solids (TSS) and settle-able solids requirements while providing longer solids retention times and sludge stabilization. The aerators also help maintain dissolved oxygen levels at or above 1.0 mg/L. The ponds currently handle flows from the clarifier, working as finish ponds. If and when a new properly sized clarifier is constructed, the lagoons will still be used as finishing ponds. The liner in lagoon no. 2 is torn and if not replaced will get under-mined by partially treated and non-disinfected wastewater and eventually the underlying ground water could become contaminated. The ponds are cleaned annually by removing settled solids. For continued use of the aerated lagoons it is important to repair/replace the torn liner. These lagoons should fall within the overall plant capacity of >0.5 MGD ADWF, and during excessive peak flow periods provide the necessary redundancy to achieve water quality compliance. Accumulated sludge from the lagoons is pumped to the drying beds and the filtrate is directed back to the oxidation ditch. This process is not working as designed and has limited use. It also has lining problems and further evaluation is recommended under this proposal.

83

7.6.21

7. **Sludge Drying Beds (1967): (IMMEDIATE NEED):** The sludge drying facility was originally constructed in the 1960's. There are currently three usable drying beds with approximately 14,000 SF of area. These beds take waste activated sludge (WAS) from the clarifier for drying and are currently undersized. The sludge drying, prior to disposal, ranges from 70% -80% solids. The existing sludge drying beds are undersized and require more frequent disposal which can be expensive due to the existing hauling and landfill costs. The District's sludge disposal costs are quite high. The dried sludge is hauled to a hazardous materials landfill at a cost > \$ 35/ton. The sludge is sampled every six months and has high metals concentrations exceeding the disposal standards set for non-hazardous dumping. Metals found in the sludge with high concentrations are reportedly classified as "non-hazardous waste" but they require a Class B landfill. These are noted below:

- Arsenic
- Barium
- Chromium
- Lead
- Copper
- Mercury
- Nickel
- Thallium
- Vanadium
- Zinc

Currently there is a need to reduce the high operational cost for sludge disposal and provide the necessary drying times for the WAS. The current sludge drying beds also have a serious design flaw. They have a center drain that is made of permeable material with the ability to impact and contaminate groundwater. Drain isolation valves were requested by plant staff.

Additional sludge storage, along with constructing new concrete center drains and aprons for the three existing sludge beds, is highly recommended to improve health and safety issues as well as reduce sludge hauling costs. It is highly recommended that the District take an aggressive approach to locating the source of the high metals concentrations in the sludge while also pursuing its goal of reducing the weight of sludge hauled by providing additional drying time necessary to remove moisture.

The water treatment facility discharges all backwash waste flows to the sanitary sewer. The CLOCWD Operations Manager has emphasized the need to assess the impact of water treatment plant solids on the WWTP. Options explored in the recent USDA PER for the water system discuss this further. The impact of WTP solids at the WWTP will need to be evaluated further under this task. This will need to be evaluated more closely as to whether a new drying bed is needed. MC Engineering is proposing a detailed process flow and modeling evaluation of the WWTP as a part of this proposal.

8. **Chlorination Facilities (1967):** The existing primitive, sub-standard lined, contact chamber will reportedly need to be re-lined in 2019. With the potential of leaking, this was re-lined in the 2001 improvement project and the addition of the lined chlorine contact basin that has a liner

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with a limited life-span. It was noted that the chlorine feed system is not currently flow paced and the addition of this feature would reduce chemical costs. A more detailed evaluation of the chlorination facilities will need to be performed to address operational and structural issues.

9. **Emergency Effluent Storage Ponds:** The three existing in-line emergency storage ponds are capable of handling up to three million gallons of by-passed waste flows and treated sewage. Two of the three emergency ponds have been used in the past (March 2011 event) to handle excessive peak flows. In 2011 suction trucks reportedly dumped sewage directly into Emergency Pond No. 4 and the clarifier effluent pump station. A 6" high-volume diesel engine driven pump was required to pump excess flows from the clarifier effluent pump station to Emergency Pond No. 4. The ability of the operators to more effectively by-pass influent flows after the headworks should be considered. This by-pass process (emergency only) would allow the plant to operate within its design capabilities while higher flows are routed for equalization in the emergency storage ponds. Once in the emergency ponds, the raw sewage could be aerated and/or stored for facultative treatment (min. depth 8 feet) and/or returned to the main process over time.

Three emergency ponds were originally constructed in 1966 as evaporation and percolation ponds. They have never been lined. It is unclear at this time, if the CRWQCB would allow raw by-passed sewage to be stored in the emergency lagoons. Utilizing the emergency ponds for raw sewage overflow during peak flow events may require clay or geo-membrane lining. One of the ponds could be used for emergency effluent storage in the event the effluent pump station fails. This option would have to be evaluated at a later date. The ponds may not percolate due to soil clogging in the past, so it is advisable at a later date, to check the permeability of the pond bottoms. Improper lining and sealing of the ponds could pose a threat to groundwater quality and violate the waste discharge permit. The existing ponds provide flexibility for current and future influent flows during peak periods. Modification of the flow isolation valve at the plant headworks should include an evaluation of bypassing flows to the emergency storage ponds. The ability of the emergency ponds to operate effectively will need to be furthered evaluated under this proposal. There are concerns with the lining, along with piping and valving to the ponds.

10. **Wastewater Reclamation Alternatives:** As described above, the District is in need of identifying viable waste discharge alternatives given the potentially volatile nature of the LACOSAN agreement combined with expressed interest from nearby potential recycled water users. This section of the Plan of Study includes an alternative evaluation that considers supplying water to nearby agricultural properties in lieu of discharging to the LACOSAN pipeline. In the event that a recycled water project is implemented, most, if not all of the facility improvements noted above will still be required at the WWTP in addition to several key process upgrades that are recommended to produce Title 22 tertiary effluent with limited restrictions on end uses. Additional evaluation of end uses is also required in order to comply with the recommended report requirements established by the State Water Resources Control Board.

Based on information obtained to date, at a minimum, the additional facilities needed at the District's WWTP, beyond what is described above, will include more a more robust biological process that should be capable of nitrification/denitrification, filtration, pumping, and adequate storage and process redundancy needed to comply with Title 22 requirements. The scope of work for these additional facilities, in addition to an assessment of the recycled water market

7.C.23

and related storage and conveyance facilities, are outlined as added evaluations specific to a recycled water project in Section VI below.

SECTION 3 Scope of Work and Budget

Administration and Project Management

This work will include managing staff and sub-consultants, preparing monthly invoices, attending meetings to update CLOCWD staff, and preparing monthly project status updates for CLOCWD and State review and approval.

Phase I: Record Search and WWTP Operational Procedures Evaluation

This phase will include the collection of all operational records of the WWTP over the last 15 years along with any as-built drawings and other plans of system improvements and purchases. Interviews will be conducted to document past and present operations in order to gain a clear understanding and knowledge of the plant operations.

Deliverables: Additional record drawings, shop drawings, O&M manuals, historical flows, loadings, and water quality test results will be obtained and uploaded to the CLOCWD Central Desktop website currently maintained by MC Engineering. Conversations will be documented and included in the record.

Phase II Base: Mapping, Process Flow Analysis, and Modeling

This phase will include preparing an initial base map and conducting an evaluation of the both the hydraulic and organic loading of the WWTP. Initial mapping will include setting control and developing an aerial map to facilitate the planning effort. This will be followed by an initial ground survey to record critical elevations of processes, inverts, and establish key control points and benchmarks. After reviewing data from Phase I, a list of additional influent and effluent water quality data will be developed. Additional lab testing will be conducted and the data will be used as needed to evaluate the unit processes and overall plant operations. It will evaluate the efficiency of each plant process under both current and future conditions. Process flow diagrams and modeling will be performed.

7.6.24

Deliverables: An aerial photo and initial base map will be prepared in Autocad format. A list of recommended testing requirements will be developed and additional lab results will be collected and analyzed. A spreadsheet or "Biowin" model will be developed to analyze current and projected plant unit processes and related improvements. A technical memo will be prepared with a base map of existing facilities. The memo will include a summary all flows and loadings, projected flows and loadings, and modeling results with recommended unit process improvements.

Phase III: Equipment Condition and Efficiency Evaluation

This phase will include the evaluation and a condition assessment of all pertinent treatment plant equipment including pumps, motors, structures, electrical and control systems, buildings, and chemical feed equipment along with a review of electrical panels and controls and pertinent motorized and non-motorized equipment.

Deliverables: A database of critical equipment items and unit processes will be developed and populated with critical information. Recommendations for each item will be included in a summary table along with estimated costs for replacement and/or repair.

Phase IV: Deficiency Report and Recommendations

Upon completing phases I-III, a deficiency report will be prepared that includes documenting the condition of existing facilities and recommended improvements and upgrades for each treatment process and pertinent equipment. The condition assessment will include evaluating the energy efficiency and life expectancy of the larger more critical unit processes and equipment with developing short and long term recommendations.

Deliverables: Information from Phases II and III above s will be summarized. This information, along with related narratives and descriptions, will be incorporated into the Deficiency Report and ultimately form the basis of the Facilities Plan under Task V below.

7.10.25

Phase V: Facilities Plan (Project Report and Environmental Documents)

This phase will consist of preparing a project report under the SWRCB guidelines and will include descriptions of cost effective capital improvement projects to improve the overall WWTP efficiency and eliminate any existing or potential water quality violations. Appropriate CEQA documents will also be prepared, based on the chosen cost effective alternatives.

***Deliverables:** A Project Report will be prepared documenting all work noted above. Budget is based on preparing an amendment to the existing environmental document originally prepared for the USDA Preliminary Engineering Report.*

Phase VI: Recycled Water Project Evaluation

The recycled water project evaluation will include assessing additional treatment facility and related end user requirements as recommended by the State Water Resources Control Board. The overall project goal will be to identify adequate end uses and related wet weather storage and conveyance needs in order to replace reliance on the LACOSAN discharge facilities if necessary. A water balance will be prepared identifying anticipated 1 in 100 and 1 in 10 year wet year impacts to evaluate worst case effluent storage volumes and disposal/irrigation requirements. Water quality objectives needed to protect surface and groundwater sources will be evaluated.

Preliminary locations of proposed storage facilities, conveyance lines, and related study area characteristics will be presented in the final report. Existing records of historic groundwater levels and water quality data will be used in lieu of any site specific drilling of monitoring wells at offsite locations to assess potential impacts to waters of the State.

The resulting financial analysis will include both the incremental increase in capital cost for the recycled water facilities and an assessment of additional chemical, energy and labor requirements. The evaluation will include an implementation plan that considers necessary agreements and ordinances, permit requirements, commitments from end-users, and a proposed implementation schedule. This information will be summarized in a proposed construction financing plan and revenue program if the project is deemed feasible.

***Deliverables:** A dedicated section related to the incremental cost of implementing a recycled water project will be included in the final report along with the base project report identified above. A detailed water balance along with maps of proposed reclamation sites, pipeline alignments and related facility requirements will be summarized in this section along with an evaluation of a minimum of two alternative biological processes, filtration alternatives, and*

7.C.26

disinfection options. Additional pumping and storage facility requirements will be identified and planning level locations for these facilities will be depicted on related maps.

Project Budget

A preliminary project budget is presented below. Costs for sub-contractors are included with an estimated markup by the prime consultant of 13%. It is assumed that costs can be re-allocated as needed among the various categories as the work progresses and more knowledge is obtained relative to each respective scope item.

7.C.07

Task	PM	PE I	OM	PE II	OS	Admin/Tech	MCE Subtotal	SUBS	ODC	Subtotal
Project Management and Administration (Task A)						24	\$9,680.00		\$1,000.00	\$10,680.00
Phase I: Records Search and Operations Review										
Task 1.1. Records Search	10	30	20		8		\$6,270.00	\$4,000.00	\$400.00	\$12,670.00
Task 1.2. Operations Review	14		18				\$4,710.00	\$8,000.00	\$500.00	\$13,210.00
Phase II: Mapping, Process Flow Analysis, and Modeling										
Task 2.1. Aerial Survey and Mapping	4	16	4	8	2		\$1,920.00	\$15,000.00	\$500.00	\$19,420.00
Task 2.2. Process Data Collection and Lab Testing	8	9	6	9	2		\$4,185.00	\$10,000.00	\$500.00	\$14,685.00
Task 2.3. Process Analysis and Modeling	22	9	18	9			\$7,845.00	\$25,000.00	\$500.00	\$33,345.00
Task 2.4. Base Map and Technical Memo	4	8	4	2	2		\$2,420.00			\$2,420.00
Phase III: Equipment Condition and Efficiency Assessment										
Task 3.1. Prepare Equipment Inventory	4	12	8	12	12		\$5,420.00			\$5,420.00
Task 3.2. Equipment Conditions Assessment	12		12	12	8		\$5,580.00		\$500.00	\$6,080.00
Task 3.3. Efficiency Evaluation	12		5	16	4		\$4,790.00		\$500.00	\$5,290.00
Phase IV: Deficiency Report and Recommendations										
Task 4.1. Develop List of Deficiencies by Unit Process	10	24	10	24	4	20	\$9,570.00		\$500.00	\$10,070.00
Task 4.2. Prepare Deficiency Report and Recommendations	20	24	32	24	4	20	\$14,260.00		\$500.00	\$14,760.00
Phase V: Facilities Plan and Environmental Document										
Cost Estimating	8	24	12	24	10	8	\$9,440.00			\$9,440.00
Draft Report	40	22	32	32	6	8	\$17,450.00	\$5,000.00		\$22,450.00
Final Report	24	12	24	9	12	12	\$10,960.00			\$10,960.00
Environmental (ER Neg. Dec Amendment)	8	2	4		4	4	\$2,570.00	\$25,000.00		\$27,570.00
Phase VI: Reclamation Facility Evaluation										
Additional Maps and Study Area Evaluations	8	24	12	24	2	4	\$8,500.00		\$500.00	\$9,000.00
Water Balance Supply Characteristics, and Related Facilities	12	12	6	32	5	4	\$8,210.00	\$5,000.00	\$250.00	\$13,460.00
Wastewater Treatment Requirements and Additional Process Evaluations	24	12	24	8	2	12	\$10,060.00	\$5,000.00	\$250.00	\$15,310.00
Recycled Water Market Evaluation	16	16	24	16	2	24	\$10,820.00		\$500.00	\$11,320.00
Alternatives Analysis	12	12	12	8	2	2	\$5,970.00		\$250.00	\$6,220.00
Recommended Project Description	12	8	8	8	2	2	\$4,970.00		\$500.00	\$5,470.00
Implementation and Operational Plans	8	8	8	4	6	2	\$4,290.00		\$500.00	\$4,790.00
Construction Financing and Revenue Program	12	8	12	4	4	2	\$5,290.00		\$250.00	\$5,540.00
Environmental (ER Neg. Dec Amendment)	5	2	6		4	4	\$3,560.00	\$7,500.00	\$500.00	\$11,560.00
Total Project Budget:										\$299,660.00

Abbreviations and Standard Hourly Rates:
 PM: Project Manager and Principal Engineer, Mark Carey, P.E. \$150.00 /hr
 PE I: Project Engineer I, Richard Relyea, BSME \$105.00 /hr
 OIM: Operations Management Specialist, John Pedri, PE \$145.00 /hr
 PE II: Project Engineer II, Steve Kline, PE \$110.00 /hr
 OS: Operations Specialist, Doyle Charmpain \$90.00 /hr
 ADM: Administrative Assistant and Engineering Technician \$55.00 /hr

ODC: Other Direct Costs (travel including mileage reimbursed at applicable IRS rates, reproduction costs, etc)

7.028

ATTACHMENT D



EDMUND G. BROWN JR., GOVERNOR

MATTHEW RODRIGUEZ, SECRETARY FOR ENVIRONMENTAL PROTECTION

State Water Resources Control Board

January 26, 2016

Mr. Alan Gardner
General Manager
12952 E. Hwy 20
Clearlake Oaks, CA 95423

CLEARLAKE OAKS COUNTY WATER DISTRICT, SMALL COMMUNITY GRANT AGREEMENT
NUMBER: D15-04010; PROJECT NUMBER: C-06-8131-110

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until approved by the State Water Resources Control Board. The State is not obligated to make any payments for services performed prior to final approval of any Agreement.

If the District is in agreement with all terms and conditions of the Agreement, please sign and date the **two (2)** signature pages. In addition, please provide the **executed General Counsel Legal Opinion letter**, which must be **dated on or after** the District executes the Agreement.

Please return the signature pages and letter **no later than thirty (30) calendar days** from the date of this letter to:

US Mail

**Ms. Eva Kawada
Contract Analyst
State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244**

Overnight Mail

**Ms. Eva Kawada
Contract Analyst
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 17th Floor
Sacramento, CA 95814**

Expeditious handling of this Agreement is appreciated. Please contact Ms. Kawada at (916) 341-5715 or ekawada@waterboards.ca.gov.

Once final approval is obtained, we will forward you an executed copy for your records.

Enclosure



91

7.10.29



PROPOSITION 1 SMALL COMMUNITY WASTEWATER

CLEARLAKE OAKS COUNTY WATER DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



WASTEWATER PLANNING GRANT

WASTEWATER TREATMENT PLANT STUDY

PROJECT NO. C-06-8131-110
AGREEMENT NO. D15-04010

AMOUNT: \$ 299,640

ELIGIBLE START DATE: JULY 1, 2015
END DATE: DECEMBER 31, 2052

DATED AS OF DECEMBER 9, 2015

42

7.C.30

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93

7431

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

1.1 Definitions..... 1

1.2 Exhibits and Appendices Incorporated..... 3

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS 3

2.1 General Recipient Commitments. 4

2.2 Authorization and Validity..... 4

2.3 No Violations. 4

2.4 No Litigation..... 4

2.5 Solvency..... 4

2.6 Legal Status and Eligibility. 4

2.7 Financial Statements..... 4

2.8 Planning Completion. 5

2.9 Planning Documents. 5

2.10 Notice. 5

2.11 Findings and Challenge..... 6

2.12 Public Records. 6

2.13 Reports..... 6

2.14 [RESERVED]..... 7

2.15 Records. 7

2.16 Audit. 7

2.17 Disclosure..... 8

ARTICLE III FINANCING PROVISIONS..... 8

3.1 Planning Funds. 8

3.2 Amounts Payable by the Recipient. 8

3.3 [Reserved]..... 8

94

7.C32

3.4 No Obligation of the State 8

3.5 Disbursement of Planning Funds; Availability of Planning Funds 8

3.6 Withholding of Disbursements and Material Violations 9

3.7 Rates, Fees and Charges 10

3.9 Accounting and Auditing Standards 10

3.10 Other Assistance 10

ARTICLE IV MISCELLANEOUS PROVISIONS 11

4.1 Amendment 11

4.2 Assignability 11

4.3 [RESERVED] 11

4.4 Competitive Bidding 11

4.5 Compliance with Law, Regulations, etc. 11

4.6 Conflict of Interest. 11

4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance..... 11

4.8 Disputes..... 12

4.9 Governing Law. 12

4.10 Income Restrictions 12

4.11 Indemnification and State Reviews..... 12

4.12 Independent Actor 13

4.13 Non-Discrimination Clause..... 13

4.14 No Third Party Rights..... 13

4.15 [RESERVED]..... 13

4.16 Permits, Subcontracting, and Remedies 13

4.17 Prevailing Wages. 14

4.18 Public Funding..... 14

4.19 Recipient's Responsibility for Work..... 14

4.20 Related Litigation..... 14

4.21 Rights in Data 14

95

7.C.33

4.22 State Water Board Action; Costs and Attorney Fees..... 14

4.23 Termination; Immediate Acceleration; Interest..... 14

4.24 Timeliness..... 15

4.25 Unenforceable Provision..... 15

4.26 Venue..... 15

4.27 Waiver and Rights of the State Water Board..... 15

- EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS
- EXHIBIT B – FUNDING AMOUNT
- EXHIBIT C –RESERVED
- EXHIBIT D - SPECIAL CONDITIONS
- EXHIBIT E - FEDERAL CONDITIONS & CROSS-CUTTERS
- EXHIBIT F – RESERVED
- EXHIBIT G – RESERVED
- EXHIBIT H – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES
- EXHIBIT I – MATERIAL LITIGATION, INVESTIGATIONS, AUDITS

46

7.C.34

This Planning Grant, including all exhibits and attachments hereto, (Agreement) is dated as of the date set forth on the cover page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (State Water Board), and the local government entity identified on the cover page of this Agreement, duly organized and existing under the laws of the State of California (Recipient):

WITNESSETH:

WHEREAS the United States of America, pursuant to Title VI of the federal Water Pollution Control Act as such has been and may be amended from time to time (Federal Act), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the State as a condition to receipt of capitalization grants under the Clean Water Act; and

WHEREAS the State of California (State) has established a Clean Water State Revolving Fund (CWSRF or SRF) pursuant to Chapter 6.5 of Division 7 of the California Water Code (State Act) to be used for purposes of the Clean Water Act; and

WHEREAS the State Water Board is the state agency authorized to administer the CWSRF and provide financial assistance from the CWSRF to recipients for the construction of eligible projects, as provided in the State Act; and

WHEREAS through the passage of Proposition 1 in 2014 (State GO Bond Act), the voters of the State have authorized the State Water Board to make available certain general obligation bond proceeds (GO Bond Proceeds) for projects meeting certain criteria; and

WHEREAS the State Water Board determines eligibility for financial assistance, determines a reasonable schedule for financing such projects, including Planning, establishes compliance with the Federal Act, State Act, and State GO Bond Act(s), and establishes the terms and conditions of an applicable financing agreement; and

WHEREAS the Recipient has applied to the State Water Board for financial assistance, for the purpose of financing or refinancing the Planning described in this Agreement, and the State Water Board has reviewed and approved said application; and

WHEREAS the Recipient has incurred or will incur costs incurred in connection with, the planning of the project or projects, as described in Exhibit A hereto (such planning being herein collectively referred to as the "Planning"); and

WHEREAS on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in financing the costs of the Planning, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to the Federal Act and the State Act and the State GO Bond Act;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

97

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"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Planning Grant, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized representatives, a certified original of the authorizing resolution that designates the authorized representative, by title, must accompany the first disbursement request, and any other documents or requests required or allowed under this Agreement.

"CWSRF" means the Clean Water State Revolving Fund.

"Days" means calendar days unless otherwise expressly indicated.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the SRF.

"Draw Period" means the period during which Planning Funds may be disbursed.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which Planning Costs may be incurred and eligible for reimbursement hereunder.

"End of Draw Date" means the date established in Exhibit B, after which date, no further disbursement will occur.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or resources for the Planning.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).

"Material Event" means any event that, as determined by the Division, might cause the State Water Board to violate the terms and conditions of its agreements with U.S. EPA or its bond covenants, including any of the following: (a) revenue shortfalls; (b) unscheduled draws on the Reserve fund, if any, or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse findings by the Regional Water Quality Control Board; (e) litigation related to the Revenues, the System, or the Planning, whether pending or anticipated; (f) any false warranty or representation made by the Recipient relevant to this Agreement; (g) loss, theft, damage, or impairment to the Revenues or the System; (h) dissolution or cessation of operations by Recipient, termination of Recipient's existence, insolvency of Recipient, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Recipient; (j) any event set forth in section 2.11(2) of this Agreement.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

98

7.C.36

"Planning" means the Planning as described in Exhibits A and in the documents thereby incorporated by reference.

"Planning Completion" means the date, as determined by the Division after consultation with the Recipient, that the Planning is complete, to the reasonable satisfaction of the Division.

"Planning Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Planning under GAAP, plus capitalized interest.

"Planning Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time.

"Recipient" means Clearlake Oaks County Water District.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means all wastewater collection, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, and all properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"System Obligation" means any long-term obligation of the Recipient payable from the Enterprise Fund.

"Year" means calendar year unless otherwise expressly indicated.

1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the date set forth on the first page hereof and continuing thereafter for the term of the Agreement.

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2.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

2.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Planning other than as described in Exhibit I hereto.

2.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

2.7 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

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2.8 Planning Completion.

The Recipient agrees to expeditiously proceed with and complete the Planning in substantial accordance with Exhibit A by the Planning Completion date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Planning Completion date no less than 90 days prior to the Planning Completion date. The Division will not unreasonably deny such a timely request, but the Division may deny requests received after this time.

2.9 Planning Documents.

As set forth in Exhibit B, a draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. A final copy shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.

2.10 Notice.

- (a) The Recipient agrees to notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient;
 - (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
 - (3) Other Material Events or Listed Events;
 - (4) Change of ownership of the System or change of management or service contracts, if any, for operation of the System; or
- (b) The Recipient agrees to notify the Division within 10 working days of the following:
 - (1) Material defaults on System obligations;
 - (2) Unscheduled draws on debt service reserves held for System obligations if any, reflecting financial difficulties;
 - (3) Unscheduled draws on credit enhancements on System obligations, if any, reflecting financial difficulties;
 - (4) Substitution of credit or liquidity providers, if any, or their failure to perform;
 - (5) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - (7) Rating changes on outstanding System obligations, if any.
- (c) The Recipient agrees to notify the Division promptly of the following:
 - (1) Any substantial change in scope of the Planning. The Recipient agrees that no substantial change in the scope of the Planning will be undertaken until written notice of the proposed

101

7.6.39

change has been provided to the Division and the Division has given written approval for such change;

- (2) Cessation of work on the Planning where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Planning Completion for a period of ninety (90) days or more beyond the estimated date previously provided to the Division;
- (4) Any monitoring, demonstration, or other implementation activities such that the State Water Board and/or Regional Water Quality Control Board staff may observe and document such activities;
- (5) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to both the Division and USEPA Region IX. The contact for USEPA Region IX is Josh Amaris at Amaris.josh@epa.gov (415) 972-3597; or
- (6) Planning Completion.

2.11 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient agrees to make its findings available to the public and to request, if necessary, the authorization of the Recipient's decision-maker or decision-maker body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in Section 3.7 hereof and its obligation to operate and maintain the System for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding any such challenge.

2.12 Public Records.

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Planning records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.13 Reports.

- (a) **Status Reports.** The Recipient agrees to expeditiously provide status reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B and no less frequently than quarterly, starting with execution of this Agreement. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) **As Needed Reports.** The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the SRF Program or to fulfill any reporting requirements of the federal government.

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2.14 [RESERVED]

2.15 Records.

- (a) Without limitation of the requirement to maintain Planning accounts in accordance with GAAP, the Recipient agrees to:
 - (1) Establish an official file for the Planning which shall adequately document all significant actions relative to the Planning;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Planning, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Planning, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Planning, including both direct and indirect costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for the Planning, accounts will be established which reasonably document all employee hours charged to the Planning and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.
- (b) The Recipient shall be required to maintain separate books, records and other material relative to the Planning. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Planning for a minimum of thirty-six (36) years after Planning Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

2.16 Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Planning, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board.

103

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2.17 Disclosure.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

ARTICLE III FINANCING PROVISIONS

3.1 Planning Funds.

The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

3.2 Amounts Payable by the Recipient.

- (a) Repayments. Repayments are waived, as provided in Exhibit B.
- (b) Planning Costs. The Recipient agrees to pay any and all costs connected with the Planning including, without limitation, any and all Planning Costs. If the Planning Funds are not sufficient to pay the Planning Costs in full, the Recipient shall nonetheless complete the Planning and pay that portion of the Planning Costs in excess of available Planning Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (c) Additional Payments. Recipient shall pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

3.3 [Reserved]

3.4 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys in the SRF made available pursuant to this Agreement.

3.5 Disbursement of Planning Funds; Availability of Planning Funds.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Planning Funds will be made as follows:

104

7.C.48

- (1) Upon execution and delivery of this Agreement, the Recipient may request disbursement for eligible Planning Costs as specified in Exhibit B from the Planning Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. Planning Costs incurred prior to the Eligible Start Date of this Agreement will not be funded. The Recipient must submit a disbursement request for costs incurred prior to the date the Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
 - (2) Additional Planning Funds must be requested monthly and will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.13 above. Late disbursement requests may not be honored.
 - (3) The Recipient agrees that it will not request disbursement for any Planning Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
 - (4) Recipient shall spend Planning Funds within 30 days of receipt. Any interest earned on Planning Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
 - (5) Recipient shall request its final disbursement no later than the End of Draw date specified in Exhibit B unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
 - (6) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
 - (7) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
 - (8) The Recipient agrees that it shall not be entitled to interest earned on undisbursed planning funds.
- (b) The State Water Board's obligation to disburse Planning Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Planning Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

3.6 Withholding of Disbursements and Material Violations.

- (a) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

105

7.6.43

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward completion of the Planning.
- (b) For the purposes of this Agreement, the terms "material violation" or "threat of material violation" include, but are not limited to:
- (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
 - (2) Passage of such an initiative or referendum;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
 - (4) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

3.7 Rates, Fees and Charges.

Rates, Fees and Charges. The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

3.8 Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Planning funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto, including but not limited to Section 210(a)-(d). (Pub. L. 98-502.)

3.9 Accounting and Auditing Standards.

The Recipient must maintain planning accounts according to GAAP. The Recipient shall maintain GAAP-compliant planning accounts, including GAAP requirements relating to the reporting of infrastructure assets.

3.10 Other Assistance.

If federal or state funding for Planning Costs is made available to the Recipient from sources other than this Agreement, the Recipient may retain such funding up to an amount which equals the Recipient's local share of Planning Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount funded under this Agreement, shall be remitted to the State Water Board to be applied to Loan Repayments due hereunder, if any.

106

7C.44

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

4.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part.

4.3 [RESERVED]

4.4 Competitive Bidding

Any construction contracts related in any way to the Planning shall be let by competitive bid procedures which assure award of such contracts to the lowest responsible bidders. Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

4.5 Compliance with Law, Regulations, etc.

(a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (1) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (2) Comply with the State Water Board's Policy;
- (3) Comply with and require compliance with the list of state laws attached as Exhibit H; and
- (4) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

4.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof

107

7.1.45

in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Planning Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

4.8 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

4.11 Indemnification and State Reviews.

The parties agree that review or approval of Planning documents by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to engage in proper planning. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Planning or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Planning or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California

108

7.C.46

Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

4.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

4.13 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4.14 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

4.15 [RESERVED]

4.16 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

109

7.C.47

4.17 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the provisions of Exhibit G (Davis-Bacon).

4.18 Public Funding.

This Planning is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

4.19 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Planning. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

4.20 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Planning funded by this Agreement or to repay all of the disbursed funds plus interest.

4.21 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

4.22 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Planning, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

4.23 Termination; Immediate Acceleration; Interest.

- (a) This Agreement may be terminated by written notice during the Draw Period, or thereafter at any time prior to the end date set forth on the cover and in Exhibit B, at the option of the State

110

7.C.48

Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.

- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Planning Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

4.24 Timeliness.

Time is of the essence in this Agreement.

4.25 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.26 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.27 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

111

7.C.49

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CLEARLAKE OAKS COUNTY WATER DISTRICT:

By: _____
Name: Alan Gardner
Title: General Manager
Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Darrin Polhemus
Title: Deputy Director
Division of Financial Assistance
Date: _____

112

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Planning Completion date is hereby established as December 31,2016.
2. The Planning is related to the possible construction project known as the Wastewater Treatment Plant Study Project. The Recipient's receipt of funding under this Agreement is not a commitment to and does not obligate the State Water Board to provide funding for any eventual construction project.
3. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than December 31, 2016, unless prior approval has been granted by the Division. Otherwise, the undisbursed balance of this Agreement will be deobligated.
4. Incorporated by reference into this Agreement are the following documents:
 - the Recipient's Plan of Study dated September 17, 2015.
5. The tentative Planning schedule is summarized as follows:

RECIPIENT MILESTONES	DRAFT ¹	FINAL ¹
Eligible Start Date	N/A	July 1, 2015
Phase I: Record Search and WWTP Operational Procedures Evaluations	N/A	December 1, 2015
Phase II: Base Mapping, Process Flow Analysis, and Modeling	N/A	April 1, 2016
Phase III: Equipment Condition and Efficiency Evaluation	N/A	June 1, 2016
Phase IV: Deficiency Report and Recommendations	N/A	July 1, 2016
Phase V.a: Facilities Plan Project Report	August 1, 2016	September 30, 2016
Phase V.b: Environmental Documents	October, 2016	November 30, 2016
Phase VI: Recycled Water Project Evaluation	June 1, 2016	August 31, 2016
Status Reports	Quarterly	
Final Disbursement Request/ End of Draw	N/A	December 31,2016
¹ These are estimated dates, which may be adjusted as necessary during the draw period. However, all milestones must be achieved with relevant deliverables approved by the Division, and the final invoice submitted, prior to December 31, 2016. End of Draw date must be within 3 years from the execution date of this Agreement, unless the Deputy Director of the Division or designee approves an extension for good cause.		

6. Scope of Work and Planning Documents.

The Recipient agrees to do the following:

The Central Valley RWQCB issued CAO Order No. R5-2014-0707 (Order) in October 2014 to address deficiencies in the wastewater collection and treatment systems caused by aging infrastructure and lack of maintenance of the facilities. The Order requires the District to evaluate the current state of the wastewater collection and treatment facilities, and to implement improvements to protect water quality and reduce the risk of sewage spills into Clear Lake.

The District has broken up this task in six phases.

7.C.51

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

- Phase I: Record Search and WWTP Operational Procedures Evaluations
 - Collection of all operational records of the WWTP over the last 15 years along with any as-built drawings and other plans of system improvements
 - Interviews will be conducted to document past and present operations
- Phase II: Base Mapping, Process Flow Analysis, and Modeling
 - Preparing an initial base map
 - Conducting evaluation of the hydraulic and organic loading of WWTP
 - Initial ground survey to record elevations, inverts, control points, benchmarks
 - Reviewing Phase I data and developing influent and effluent water quality data
 - Lab testing to evaluate the unit processes and overall plant operations
 - Process flow diagrams and modeling
- Phase III: Equipment Condition and Efficiency Evaluation
 - Evaluation and a condition assessment of all pertinent treatment plant equipment including pumps, motors, structures, electrical and control systems, buildings and chemical feed equipment
 - Review of electrical panels, controls, and pertinent motorized and non-motorized equipment
- Phase IV: Deficiency Report and Recommendations
 - Preparing deficiency report that includes the findings from phases I-III
 - Recommendations for improvements and upgrades for each treatment process and pertinent equipment
 - Condition assessment will include the energy efficiency and life expectancy
- Phase V: Facilities Plan (Project Report and Environment Documents)
 - Preparing project report under the CWSRF guidelines
 - Preparing appropriate CEQA documents based on the chosen cost effective alternatives
- Phase VI: Recycled Water Project Evaluation
 - Assessing additional treatment facility and related end user requirements
 - Identifying adequate end uses and related wet weather storage and conveyance needs in order to replace reliance on the LACOSAN discharge facilities if necessary
 - Preparing a water balance to evaluate worse case effluent storage volumes and disposal/irrigation requirements
 - Evaluating water quality to protect groundwater and surface sources
 - Preliminary locations of proposed storage facilities, conveyance lines and related study area characteristics
 - Preparing proposed construction financing plan and revenue program

114

7.052

EXHIBIT B – FUNDING AMOUNT

1. **Estimated Reasonable Cost.** The estimated reasonable cost of the total Planning is exceeds two hundred ninety-nine thousand, six hundred forty dollars and zero cents (\$299,640.00).
2. **Planning Funding.**
 - a. Subject to the terms of this Agreement, the State Water Board agrees to provide Planning Funds in the amount of up to two hundred ninety-nine thousand, six hundred forty dollars and zero cents (\$299,640.00).
 - b. The estimated amount of principal that will be due to the State Water Board under this Agreement is Zero dollars and no cents (\$0.00).
3. **Proposition 1 Grant.** Contingent on the Recipient's performance of its obligations under this Agreement, of the amount provided under Section 2(a) of this Exhibit, the State Water Board agrees to make a grant of up to two hundred ninety-nine thousand, six hundred forty dollars and zero cents (\$299,640.00).
4. **Term of Agreement.** The term of this agreement is from the date specified on the first page of this document to December 31, 2052
5. **The Eligible Start Date** is July 1, 2015. Otherwise eligible costs incurred prior to this date will not be reimbursed.
6. **The End of Draw date** is December 31, 2016. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored, but the Deputy Director of the Division or designee may approve an extension of the End of Draw Date for good cause.
7. **The Recipient must complete the planning process and submit a complete application for SRF Program construction financing prior to approval of construction financing.** Costs associated with the construction phase of the possible eventual construction project are not eligible for reimbursement under this Agreement.
8. **Schedule of Draw.** A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. A final copy shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.
9. **Budgeted Planning costs are summarized as follows:**

TYPE OF WORK	ESTIMATED COSTS
Phase I: Record Search and WWTP Operational Procedures Evaluations	\$36,560
Phase II: Base Mapping, Process Flow Analysis, and Modeling	\$69,870
Phase III: Equipment Condition and Efficiency Evaluation	\$16,790
Phase IV: Deficiency Report and Recommendations	\$24,830
Phase V.a: Facilities Plan Project Report	\$42,850
Phase V.b: Environmental Documents	\$27,570
Phase VI: Recycled Water Project Evaluation	\$81,170
TOTAL*	\$299,640
* Funds may be shifted between line items as needed. However, shifts must be approved by the Division and the sum of adjusted line items shall not exceed the total budget amount.	

115

7.6.53

Clearlake Oaks County Water District
Agreement No.:D15-04010
Project No.: C-06-8131-110

EXHIBIT C –RESERVED

C-1

116

7.6.94

EXHIBIT D — SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions: None

7.0.55

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following federal conditions:

A. Federal Award Conditions

1. American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
2. [reserved]
3. Signage Requirements. The Recipient shall comply with the USEPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, dated June 3, 2015, as otherwise specified in this Agreement.
4. Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Planning and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
5. EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/oggd>, including but not limited to the following:
 - a. DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
 - b. Executive Compensation. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
 - c. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its contracts include compliance. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. The Recipient shall certify that it and its principals, and shall obtain certifications from its contractors that they and their principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

118

7. C. 92

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
 5. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- d. Conflict of Interest. Within 10 days, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with section 4.0 of with USEPA's Revised Interim Financial Assistance Conflict of Interest Policy at http://www.epa.gov/ogd/epa_revised_interim_financial_assistance_coi_policy_5_22_15.htm . A conflict of interest may result in disallowance of costs.
 - e. Copyright. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
 - f. Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
 - i. "This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."
 - g. Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Planning.
 - h. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State

119

7.4.59

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of \$101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full payment will be due immediately, if a Recipient or subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.

B. Super Cross-Cutters - Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (EPH XC HB)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (EPH XC HB)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (EPH XC HB)
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex. (EPH XC HB)
- e. 40 CFR Part 7, as it relates to the foregoing (EPH XC HB)

C. WRRDA Conditions

- a. Architectural and engineering contracts. Where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- b. Fiscal sustainability. The Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the System that includes an inventory of critical assets that are a part of the System, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing any SRF-funded project and a plan for funding such activities.

D. Cross-Cutters

1. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Planning the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

120

7.4.58

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. Disadvantaged Business Enterprises (40 CFR Part 33). The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)
3. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers listed on the Excluded Parties Listing System: <http://epls.arnet.gov/>.

121

7.6.59

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

4. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
5. Debarment and Suspension Executive Order No. 12549 (1986). The Recipient certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Planning. Contractors on the Planning must provide a similar certification prior to the award of a contract and subcontractors on the Planning must provide the general contractor with the certification prior to the award of any subcontract.

122

Clearlake Oaks County Water District
Agreement No.: D15-04010
Project No.: C-06-8131-110

7.2.60

EXHIBIT F — RESERVED

Clearlake Oaks County Water District
Agreement No.: D15-04010
Project No.: C-06-8131-110

7.2.61

EXHIBIT G – RESERVED

124

7.10.62

EXHIBIT H - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

1. EMERGENCY DROUGHT REGULATIONS

The Recipient certifies that it complies with and shall continue to comply with the State Water Board's Drought Emergency Water Conservation regulations in Section 863-866 of title 23 of the California Code of Regulations. The Recipient will include a discussion of its implementation in reports submitted pursuant to Section 2.13 of this Agreement.

2. COMPLIANCE WITH STATE REQUIREMENTS

Recipient represents that is in in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

(a) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(b) Public Works Contractor Registration with Department of Industrial Relations

To bid for public works contracts, Recipient and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(c) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(d) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that the project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(e) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must implement water demand management measures approved by the Department of Water Resources according to the requirements of Water Code section 10631.5, subdivision (a)(1).

(f) Delta Plan Consistency Findings

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

125

7, C, 63

EXHIBIT H - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

(g) Agricultural Water Management Plan Consistency

If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.

(h) Charter City Project Labor Requirements

If Recipient is a charter city as defined in Labor Code section 1782, subdivision (d)(2), Recipient will comply with the requirements of Labor Code section 1782 and Public Contract Code section 2503 as discussed in the following subparts (1) and (2).

(1) Prevailing Wage

Recipient certifies that it is eligible for state funding assistance notwithstanding Labor Code section 1782.

Specifically Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

124

7.664

EXHIBIT I - MATERIAL LITIGATION, INVESTIGATIONS, AUDITS

None.

127

CHANGES
MARKED

7.2

Clearlake Oaks County Water District

P.O. Box 709 / 12952 E. Hwy 20

Clearlake Oaks, Ca 95423

(707) 998-3322 Phone (707) 998-1245 Fax

www.clocwd.org

Service Forfeiture Check List

Date: _____ Parcel #: _____

Account #: _____ Service(s): Water Sewer

Owner of Record: _____

Service Location: _____

Date Employee

Signed Service Forfeit Disconnect Waiver	Yes / No / NA		
Signed Random Inspection Authorization Form	Yes / No / NA		
Signed Release of Liability	Yes / No / NA		
Completed General Manager Inspection Sheet	Yes / No / NA		
Completed Disconnect Work Order	Yes / No / NA		
Account Final Billed	Yes / No / NA		
Account - Services Deactivated	Yes / No / NA		
Health Dept. Notified	Yes / No / NA		

REVISED 2/16

128

7.2.11 ✓

Service Forfeiture Procedures

As per District Ordinance 81 and policy pertaining to Service Connection Forfeiture, customers have the right to forfeit their service(s). Customers that forfeit their service retain the right for future service without having to repay capital expansion fees. Note: customers that have forfeited services for properties with a dwelling will be reported to the Health Department for health and safety purposes. The following is a breakdown of available options for service disconnection.

If at any time tampering or an illegal cross connection is found, applicable fees and charges will be applied, including but not limited to: illegal tamper fee (\$500), back billing of monthly base rate of up to 3 years and possible prosecution by the Lake County District Attorney.

Water

To become an inactive and unbillable water account, customer must have service physically disconnected. Physical disconnection includes the District removing the meter and plugging the service line. Disconnection will include a \$100 turn off service fee. Once disconnection is complete said account is to become inactive (unbillable) for water services. NOTE: if customer is disconnecting from water service(s) they are also required to disconnect from all applicable sewer service(s). Upon reinstatement customer will be required to pay all costs associated with the reinstallation of the service including but not limited to: purchase of new meter (actual District cost), billable fees as per resolution, installation of a back flow prevention device (if required), relocation of service line to the property line (if needed) and all other designated District requirements.

Sewer

To become an inactive and unbillable account, customer must forfeit service and complete one of the following options. Note: Sewer only accounts are required to complete option one (1).

Option 1 EXCEPT FOR CLEARLY VACANT LOTS THAT HAVE NOT HAD ACTIVE SERVICE

Physical disconnection as per Ordinance 81. This is to include excavating and capping service at the property line. This disconnection is to be inspected by District staff for final billing, a fee of \$100 will be billed to the account for inspection and disconnection, pictures are to be taken and location of service line is to be documented on the forfeit waiver. Random inspection at the property line may be conducted to insure there is no tampering or illegal cross connections.



Option 2

Customer may cap service at an agreed upon location on the property. Customer will be required to sign a release of liability form to allow District staff the right to inspect the property at any time for tampering and/or illegal cross connections. This is to be inspected by District staff for final billing, a fee of \$100 will be billed to the account for inspection and disconnection, pictures are to be taken and location of disconnect is to be documented on forfeit waiver.

Option 3

This option also requires disconnection and forfeiture of water service(s). Customers are required to sign a release of liability and a random inspection authorization form, to provide District staff the right to inspect the property randomly for tampering or illegal cross connections. This property is to be inspected by the District Staff to verify that property is a vacant lot and/or inhabitable and that customer sewer lateral must be in good standing condition to prevent possible I&I.

129

Clearlake Oaks County Water District

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7102

Service Forfeiture Disconnection Waiver

Date: _____ Parcel #: _____

Disconnection Date: _____

Account #: _____ Disconnect: Water Sewer

Owner of Record: _____

Mailing Address: _____

Contact #: _____ Email: _____

Service Location: _____

Initial

As per District rate Ordinance 81 and policies pertaining to service connection forfeiture customers have the right to forfeit their physical service connection to the District. If said customer wishes to do so the customer must bear all costs associated, including but not limited to; physical disconnection performed by the District on a time and material basis, disconnection fees, inspection fee(s), etc. Note: Customers have the right to complete the disconnection themselves or by someone of their choosing. However the home owner remains over all responsible for all liabilities and costs associated.

Customers that forfeit their service connection(s) are relinquishing their right to District services. If in the future service is requested at said parcel the customer will be required to pay service connection fees to the District, **excluding** Capital Expansion Fees, as per the current enacted Billable Fees Resolution.

Prior to customer's account being final billed and made inactive, said customer is required to have a service disconnection inspected by District staff to validate any non-District workmanship. Customer will be billed for all service dates, consumption and billable fees up to the date of final inspection by District staff.

Lake County Department of Public Health will be notified of service removal for public health and safety purposes.

I understand that I am forfeiting my rights to water and/or sewer services and that all applicable fees will be billed to my account with my final bill. I understand that services will not resume until a physical reconnection is complete and that all applicable fees will be billed to my account at that time as per District ordinance, resolution and/or policy.

I understand that by signing a random inspection authorization form and a release of liability, I am giving the District the right to enter my property at a reasonable time to complete inspections and that the District is not responsible for any damages caused during these inspections.

I understand that once I have disconnected service(s) for the first time I am able to reconnect at any time without time restrictions, however after reconnection I am not able to disconnect again for a minimum of twelve (12) consecutive months of active status.

Recorded Owner Signature _____ Date _____

General Manager Signature _____ Date _____

Over 130

7.0.3

For District Use Only

Water

Disconnect Location: _____
(mark at property)

Both sides of service capped: Yes No

Pictures on file of disconnect: Yes No Pictures of: Meter Box, disconnection, Plugs

Sewer

Disconnect Location: _____
(mark at property)

Both sides of service capped: Yes No

Pictures on file of disconnect: Yes No Pictures of: Disconnection, Svc Line Location

Disconnection Work Order #: _____

131

Clearlake Oaks County Water District

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Clearlake Oaks, Ca 95423
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7.2.4

Service Forfeiture Release of Liability*

Date: _____ Parcel #: _____
Disconnection Date: _____
Account #: _____ Disconnect: Water Sewer
Owner of Record: _____
Service Location: _____

Initial 1 I acknowledge that Clearlake Oaks County Water District and their representatives are not responsible for any damages or omissions made during random inspections of service connection(s) on my property located at _____ (APN # _____). It is understood that all inspections are to be completed by the District at a reasonable time and at the Districts convenience.

Initial 2 I acknowledge and fully understand that this is a complete release of liability that allows the District staff access to my property located at _____ (APN # _____) for random inspections of service connection(s) to verify there has been no tampering and/or illegal cross connections made after service forfeiture disconnection has been completed.

Initial 3 I understand if at any time tampering or an illegal cross connection is found at my property located at _____ (APN # _____), applicable fees and charges will be applied to my account, including but not limited to: illegal tamper fee (\$500), back billing of monthly base rate of up to 3 years and possible prosecution by the Lake County District Attorney.

Initial 4 I the undersigned agree to allow Clearlake Oaks County Water District full access to my property located at _____ (APN # _____) to complete random inspections of my service connection(s) at their convenience from the above listed date forth.

Owner(s): _____ Date _____ General Manager: _____ Date _____

***ONLY PARAGRAPH 3 APPLIES TO CLEARLY VACANT LOTS WITH THE SERVICE CONNECTION AT THE LOT LINE**

132

7.e.5

Clearlake Oaks County Water District

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Clearlake Oaks, Ca 95423

(707) 998-3322 Phone (707) 998-1245 Fax

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Service Forfeiture Disconnection Cost Sheet

Date: _____ Parcel #: _____
 Account #: _____ Disconnection Date: _____
 Disconnect: Water Sewer
 Owner of Record: _____
 Service Location: _____

Water

Turn Off/Disconnection Fee
 Inspection Fee
 Billable T&M

Sewer

Disconnection Fee
 Inspection Fee
 Billable T&M

Billable Total

Water
 Sewer

Customer must remain connected with an active status for a minimum of twelve (12) consecutive months (after first disconnection) before they are able to disconnect from District service(s).

The District is a non profit organization and as such may not charge anything more than the true cost to provide its service. The cost quoted on this form are guaranteed for no more than 30 days. All Costs are based on a one (1) time reconnection inspection and costs are subject to change at anytime without notice.

Quote Prepared By: _____
 Date: _____

133

Clearlake Oaks County Water District

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7.e.6

District Staff Service Forfeiture Inspection Sheet

Disconnection Date: _____

Parcel #: _____

Account #: _____

Disconnect: Water Sewer

Owner of Record: _____

Service Location: _____

Notes

	Yes	No	Date	Notes
Signed Forfeiture Waiver	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Signed Release of Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Dwelling that is Uninhabitable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Vacant Lot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____

Water

Notes

	Yes	No	Date	Notes
Meter Pulled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Service Line Plugged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Meter Box Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	_____
Pictures Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	# _____

Meter Box, Disconnection, Plugs

Sewer

Notes

Disconnection Option	Op#	1	2	3	_____
Disconnected to District Specs	<input type="checkbox"/>	<input type="checkbox"/>	_____		
Pictures Attached	#	<input type="text"/>	Disconnection, Svc Line Location		

134
Over

7.0.8

Clearlake Oaks County Water District

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Clearlake Oaks, Ca 95423
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Reconnection Procedures

Date: _____ Parcel #: _____

Account #: _____ Service(s): Water Sewer

Owner of Record: _____

Service Location: _____

Overview

Customer must submit a written request to reinstall service(s). Service connection is to be inspected by District staff to verify condition of equipment and to ensure there are no cross connections or and no I&I. Customer is to become active and billable from the date the service is reconnected and meter is installed. Base rates are to be prorated from the reconnection date forth. Once service(s) have been disconnected for the first time customer is able to reconnect at any time without time restrictions, however after reconnection customer is not able to disconnect again for a minimum of twelve (12) consecutive months of active status.

Water

Customer is to be billed for T&M including but not limited to: the actual cost of a new meter, turn on fee, inspection fee and all other District requirements. At the time of reconnection the customer account is to be evaluated to ensure that the proper number of dwelling and services are applied to the billable charges.

Sewer

Customer is to be billed for T&M including but not limited to: inspection fee, reconnection fee and all other District requirements.

136

7.8.9

Clearlake Oaks County Water District

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Reinstatement Cost Sheet - After Service Forfeiture Disconnection

Date: _____ Parcel #: _____

Account #: _____ Reinstatement Date: _____

Owner of Record: _____ Service(s): Water Sewer

Current Mailing Address: _____

Contact #: _____ Email: _____

Service Location: _____

Water

Meter Cost

Turn On/Reconnection Fee

Billable Labor

Billable Materials

Sewer

Reconnection Fee

Billable Labor

Billable Materials

Billable Total

Water

Sewer

Customer must remain connected with an active status for a minimum of twelve (12) consecutive months (after first disconnection) before they are able to disconnect from District service(s).

The District is a non profit organization and as such may not charge anything more than the true cost to provide its service. The cost quoted on this form are guaranteed for no more than 30 days. All Costs are based on a one (1) time reconnection inspection and costs are subject to change at anytime without notice.

Quote Prepared By: _____

Date

137