

**CLEARLAKE OAKS COUNTY WATER DISTRICT
AGENDA, CALL AND NOTICE
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

November 6, 2017

This meeting will be conducted by Roberts Rule of Order.

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

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

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

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

AGENDA

Call to Order – 10 a.m.

Pledge of Allegiance

Roll Call

- Mrs. Margaret Medeiros, President Mr. Karl Hosier, Vice President Mrs. Judy Heeszal, Director
- Mr. Samuel Boucher Mr. Stanley Archacki

- Mr. Alan Gardner – General Manager Mr. Jason Mitchell – Operations Manager
- Mrs. Dianna Mann - Secretary to the Board

Closed Session **Time:** _____

- a. Anticipated litigation:
 - 1. One case

Open Session **Time:** _____

Action Taken in Closed Session: _____

New Business

- a. Discussion and consideration of approving T & S contract for the installation of the Forced Main

Action Taken: _____

- b. Discussion and consideration of giving permission to transfer from Bridge Loan to General Ledger for expenses incurred from Forced Main Project

Action Taken: _____

- c. Discussion and consideration of water meter size for mobile home parks

Action Taken: _____

- d. Discussion and consideration of Resolution 17-28, clarifying Ordinance 81

Action Taken: _____

- e. Discussion and consideration of Resolution 17-29, add two more Billable Fees

Action Taken: _____

Adjournment

Time: _____

NOTICE OF AWARD

Date of Issuance: 10/20/17

Owner: Clearlake Oaks County Water District Owner's Contract No.: N/A
Engineer: MC Engineering, Inc. Engineer's Project No.: 001-009-07
Project: Phase 1 – Liftstation No. 7 - Contract Name: T&S Construction
Forcemain Project

Bidder: T&S Construction Company, Inc.

Bidder's Address: 6108 Hedge Avenue, Sacramento CA 95829

TO BIDDER:

You are notified that Owner has accepted your Bid dated [October 11th, 2017] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Phase 1 – Liftstation No. 7 - Forcemain Project:

Replacement of force main from Lift Station 7 to Wastewater Treatment Plant, including interconnections, utilizing trenched and trenchless methods of installation, and all other work indicated in the Contract Documents.

The Contract Price of the awarded Contract is: \$912,000

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [Five] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By: *Authorized Signature*

Title:

General Manager

Copy: Engineer

H

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Clearlake Oaks County Water District ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Phase 1 – Liftstation No. 7 - Forcemain Project:

Replacement of force main from Lift Station 7 to Wastewater Treatment Plant, including interconnections, utilizing trenched and trenchless methods of installation, and all other work indicated in the Contract Documents.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by MC Engineering Inc.
- 3.02 The Owner has retained MC Engineering Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work a lump sum of: \$ 912,000.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. \$912,000 is based on including Additive Item A-1, with Trenchless Construction.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. Owner shall make progress payment within 30 days after receipt of an undisputed and properly submitted payment request as provided in the California Public Contract Code, and provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor not later than 7 days after receipt. All such payments will be measured by the Schedule of Values established as

provided in the General Conditions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

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Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds or warranties.
 - a. ___ (pages ___ to ___, inclusive).
 - 5. General Conditions (pages 1 to 70, inclusive).
 - 6. Supplementary Conditions (pages 1 to 6, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 15 sheets with each sheet bearing the following general title: **Phase 1- Liftstation No. 7 Forcemain Project**
 - 9. Addenda (numbers 1 to 5, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 19, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders. **Change Order No. 1 (Approval required as a Condition of Award)**

- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Clear Lake Oaks County Water District

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(State of California)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



Change Order No. 1- Contract Terms Adjustments

Date of Issuance: 10/20/17

Effective Date: 10/20/17

Owner: Clear Lake Oaks County Water District

Owner's Contract No.: N/A

Contractor:

Contractor's Project No.: TBD

Engineer: MC Engineering, Inc.

Engineer's Project No.: 001-009-07

Project: Lift Station 7 Forcemain Project

Contract Name: Lift Sta. 7 Forcemain Project

The Contract is modified as follows upon execution of this Change Order:

Description:

- 1) This change order is intended to adjust contract times and payment terms as a condition of signing the agreement.
- 2) Owner and Contractor hereby agree that the project will be substantially complete (able to convey flows in the new lines) from LS 7 to the WWTP within 90 days of the NTP (NTP to tentatively be issued on or around November 1, 2017) with corresponding substantial completion on or around January 31, 2017. Contractor agrees to finalize work in Spring of 2018 (by June 15, 2018) at no additional cost if needed due to inclement weather and/or materials delays.
- 3) Payment terms under Article 15 of General Conditions, 15.01 D., Payment: Payments become due in thirty days, not 10 days as stated originally.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 912,000.00	Original Contract Times: Substantial Completion: <u>90 days from NTP</u> Ready for Final Payment: <u>120 days from NTP</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0.00	Increase from original times to Change Orders No.1 ____: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> Days: <u>N/A</u>
Contract Price prior to this Change Order: \$912,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days (90 from NTP)
[Increase] [Decrease] of this Change Order: \$ 0.00	Increase of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>Approx. 4.5 mos. +/-</u> days or dates June 15, 2018
Contract Price incorporating this Change Order: \$ 912,000	Contract Times with all approved Change Orders: Substantial Completion: <u>90 days from NTP (tentatively on or around January 31, 2017 if NTP given on or around November 1, 2017.)</u> Ready for Final Payment: <u>May 15, 2018</u> days or dates May 15, 2017

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

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Change Order No. 2 – Alignment Modification

Date of Issuance: _____ Effective Date: 10/20/17
Owner: Clear Lake Oaks County Water District Owner's Contract No.: N/A
Contractor: _____ Contractor's Project No.: TBD
Engineer: MC Engineering, Inc. Engineer's Project No.: 001-009-07
Project: Lift Station 7 Forcemain Project Contract Name: Lift Sta. 7 Forcemain Project

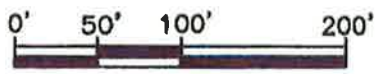
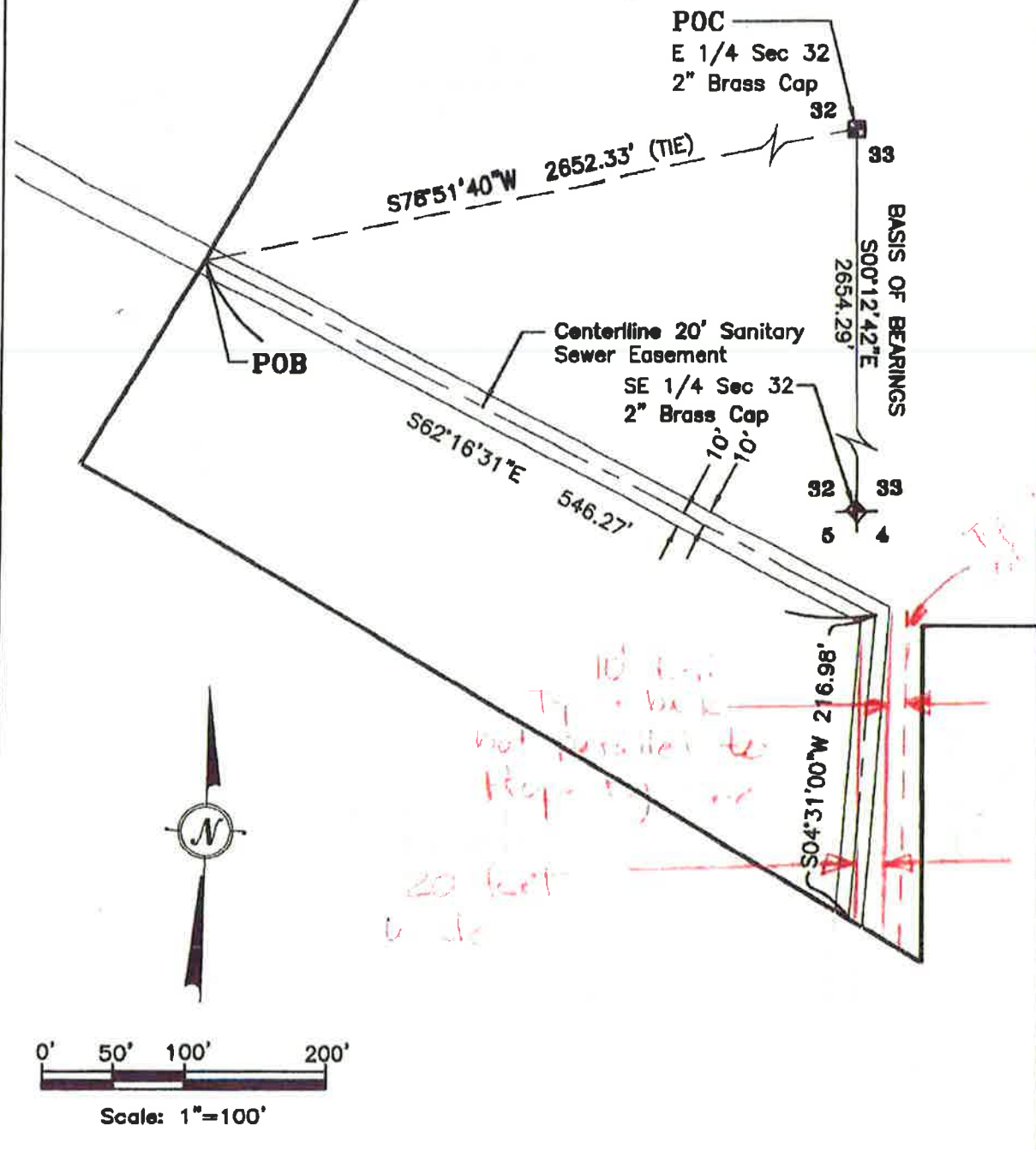
The Contract is modified as follows upon execution of this Change Order:

Description: Change in alignment from STA 5+25 to STA 11+40 at no additional contract costs or contract times. See attached Figures.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ _____ days
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: _____	[Increase] [Decrease] from previously approved Change Orders Substantial Completion: 0 Ready for Final Payment: 0 _____ days
Contract Price prior to this Change Order: _____	NOT APPLICABLE s prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
[Increase] [Decrease] of this Change Order: _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:	
By: <u>Mark Carey</u> By: _____ By: <u>[Signature]</u>	Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Principle	Title: CLOCWD General Manager	Title: Matthew Stephan	
Date: 10/20/2017	Date: 10/20/2017	Date: 10/20/2017	

Exhibit "B"



Scale: 1"=100'

Handwritten notes in red:
 10' back
 not parallel to
 Highway
 20 foot
 wide


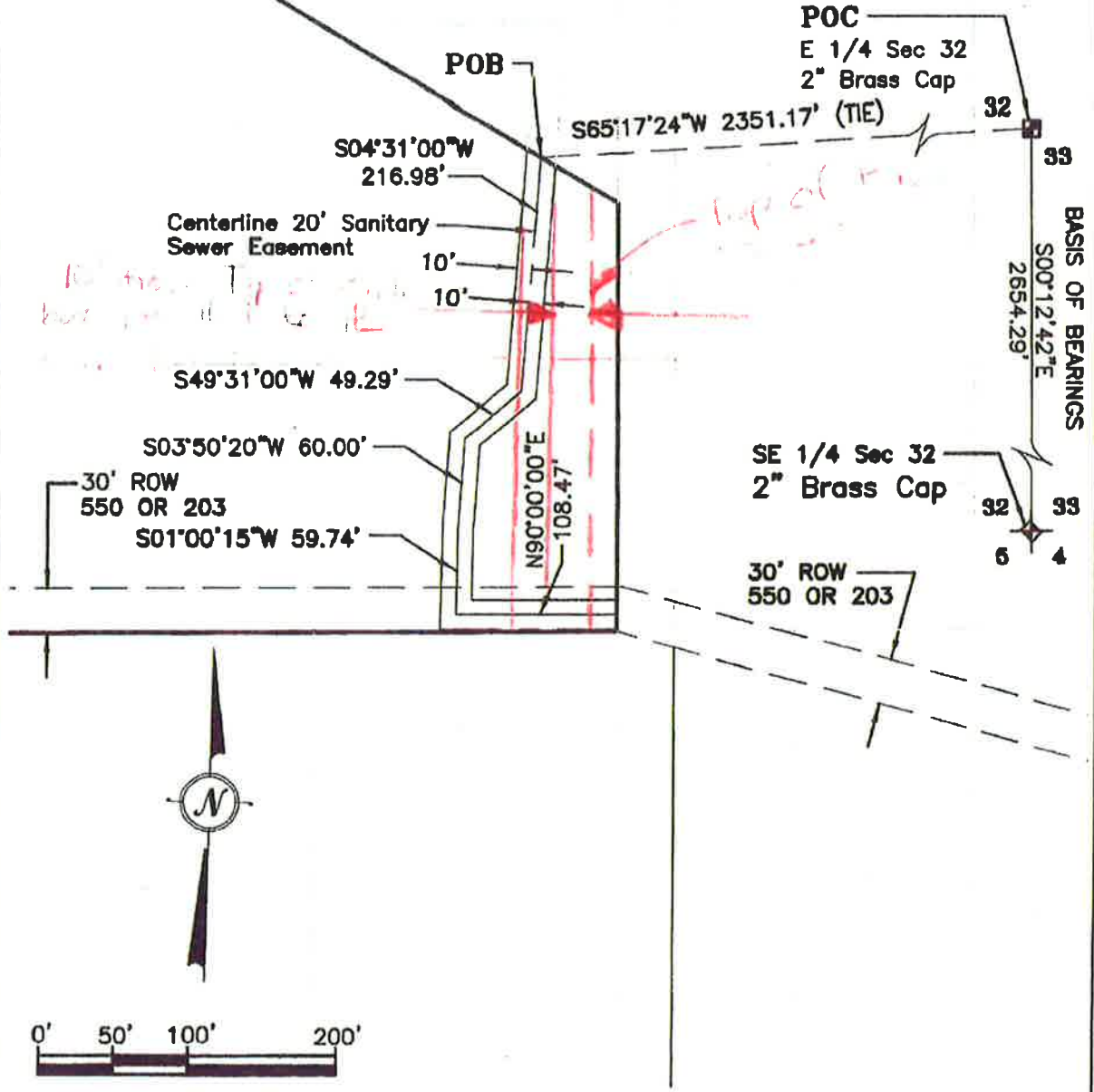

 <p>LAND SURVEYING MAPPING LEGAL DOCUMENT ASSISTANCE</p> <p>0050 GREENBACK LN, STE. C ORANGEVALE CA 95662 916-871-4789</p>	<p>PROJECT NAME: 20' Sanitary Sewer Line Easement</p>	<p>SHEET 1 OF 1</p>
	<p>SHEET TITLE: A Portion of Section 32, Township 14 North, Range 7 West Mount Diablo Meridian Lake County California</p>	<p>DATE: 10/7/2017</p> <p>DRAWN BY: TRS</p> <p>CHECKED BY: CDJ</p> <p>Job No. 1MCE0104</p>

Exhibit "B"



Scale: 1"=100'

 <p>LAND SURVEYING MAPPING LEGAL DOCUMENT ASSISTANCE</p>	<p>PROJECT NAME: 20' Sanitary Sewer Line Easement</p>	<p>SHEET 1 OF 1</p>
	<p>SHEET TITLE: A Portion of Section 32 Township 14 North, Range 7 West Mount Diablo Meridian</p>	<p>DATE: 10/7/2017</p>
<p>9860 GREENBACK LN. STE. C ORANGEVALE CA 95662 916-871-4789</p>	<p>Lake County California</p>	<p>DRAWN BY: TRS CHECKED BY: CDJ Job No. 1MCE0104</p>

CLEARLAKE OAKS COUNTY WATER DISTRICT

RESOLUTION NO. 17-28

A RESOLUTION TO CLARIFY APPENDIX A, B, AND C TO ORDINANCE 81

WHEREAS, the Board of Directors of Clearlake Oaks County Water District determined that it is in the interest of the District to clarify Appendix A, B, and C to Ordinance 81, and accepts all changes and modifications to Appendix A, B, and C as provided herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors do hereby approve the clarifications to Appendix A, B, and C to Ordinance 81 to become effective immediately.

THE ABOVE RESOLUTION is hereby passed and adopted by the Board of Directors of the Clearlake Oaks County Water District at a special meeting thereof held on the 6th day of November 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

CLEARLAKE OAKS COUNTY WATER DISTRICT

By: _____
Margaret Medeiros, President

Attest: _____
Dianna Mann, Board Secretary

All physically connected properties, parcels and/or lots including each space permitted by the State of California in Mobile Home or RV Parks and each unit of an apartment or multifamily dwelling are to be billed a monthly base rate for water and/ or sewer whether service is on or off.

If owner of record wishes to forfeit their right to said physical service connection(s) a waiver must be signed and notarized at the sole cost of the customer. Customer is required to pay a service disconnection fee, an inspection fee, and a fee for the sewer plug if provided by the District.

To reconnect the customer will be required to pay the current rate for service connection(s) to the District, an inspection fee, but not a new capital expansion fee.

See Billable Fees Resolution 17-29 concerning applicable fees.

Definitions:

Residential: a property, parcel and/or lot including each space permitted by the State of California in Mobile Home or RV Parks and each unit of an apartment or multifamily dwelling with a service connection to the District with or without a structure. Said property, parcel and/or lot or space or each unit of an apartment or multifamily dwelling will be billed a monthly residential base rate regardless of meter size as per the current enacted rate ordinance. Residential includes: Single Family, Multi Family and RV / Mobile Home Parks that service multiple single family residences, lots or spaces with one (1) large meter. Classification when in question is to be determined at the discretion of the Board of Directors.

Commercial: any property, parcel and/or lot with a service connection to the District with or without a structure. Said property, parcel and/or lot will be billed a monthly commercial base rate according to meter size as per the current enacted rate ordinance. Commercial includes: all uses of property excluding Single Family, Multi Family dwellings, RV / Mobile Home Parks and apartment units. Classification when in question is to be determined at the discretion of the Board of Directors.

Dwelling: a structure with livable space, a restroom and a kitchen.

Active (on): a property, parcel and/or lot or each space permitted by the State of California in Mobile Home or RV Parks and each unit of an apartment or multifamily dwelling with a service connection to the District with a meter physically present and turned on. Said property, parcel and/or lot will be billed a monthly base rate as per the current enacted rate ordinance.

Active (off): a property, parcel and/or lot or space permitted by the State of California in Mobile Home or RV Parks and each unit of an apartment or multifamily dwelling with a service connection to the District with a meter physically present and turned off or physically removed due to nonpayment or tampering. Said property, parcel and/or lot will be billed a monthly base rate as per the current enacted rate ordinance.

Inactive: a property, parcel and/or lot or space permitted by the State of California in Mobile Home or RV Parks and each unit of an apartment or multifamily dwelling with water and/or sewer services available but no water meter installed and physically disconnected from the Districts sewer system. In the event the owner of record has forfeited rights to said service connection(s) and after physical disconnection and inspection by District staff, services will no longer be billed to account on a monthly basis. At the time of connection forfeit current District equipment will be either repurposed or disposed of. Upon reconnection the customer is required to install new District equipment at current cost of time and material.

Capital Improvement/Replacement Fund: All revenue collected for the capital improvement/replacement fund are to be retained and accounted for in a bank account separate from revenue collected for normal operating expenses. Said revenue is only to be spent on Board approved capital improvement/replacement projects.

- SFD: Revenue Class for Single Family Dwelling. Classification = Residential
- MFD: Revenue Class for each unit of a Multi Family Dwelling. Classification = Residential
- MHD: Revenue Class for each State permitted space in a Mobile Home or RV Park whether or not occupied. Classification = Residential
- CF: Cubic Feet. All usage is calculated in Cubic Feet, however shown on account in gallons and billed per100cf or prorated for actual usage and service dates. (7.48 gallons = 1 CF / 748 gallons = 100CF)

Physical Disconnection: The verifiable removal of service tie-in to District infrastructure at the property line or in the case of Mobile Home or RV Parks at the lot or space line. With this, the water meter will be indefinitely removed from property/parcel and/or lot and the service line is to be capped. For spaces in Mobile Home or RV Parks the service line may remain above ground but must be glue capped. For sewer disconnections except Mobile Home or RV Parks, the sewer lateral is to be excavated and capped at the customer's expense. For spaces in Mobile Home or

RV Parks the sewer lateral may alternatively remain above ground if capped by the District for a fee with a lockable cap secured with a security tag. All disconnections must be inspected and approved by the District at the owner's expense. See Billable Fees Resolution 17-29.

If upon later discovery by the District either water or sewer service has been used after physical disconnection without following District procedures, the customer will be back billed from the date of the original physical disconnection to the current date. The amount of the back billing is immediately due and payable prior to reconnection.

Note: Tampering with utility facilities or obtaining service without payment is illegal in the State of California.

Water Rates

Residential

<u>Classification: Residential</u>	<u>Base Rate</u>
*Revenue Class: SFD/MFD/MHD	\$37.87

Commercial

<u>Classification: Commercial</u>	<u>Base Rate</u>
Revenue Class: Commercial	
5/8" x 3/4"	\$37.87
1"	\$118.63
1 1/2"	\$237.08
2"	\$379.22
3"	\$711.08
4"	\$1,185.17
6"	\$2,370.23

Usage Rates

Tier 1 (Up to 1,500 CF)	\$1.30 / 100 cf
Tier 2 (1,501 to 2,000 CF)	\$1.50 / 100 cf
Tier 3 (2,001 and Over)	\$2.00 / 100 cf

Billable usage is based on actual consumption
 All usage is billed per 100 cf or prorated for actual usage and service dates

*SFD: Single Family Dwelling

*MFD: Multifamily Per Each Dwelling Unit

*MHD: Mobilehome Per Each State Permitted Dwelling Space

Annual Increase Beginning July 2015 of 3% and \$2.00 for CIP

Sewer Rates

Residential

<u>Classification: Residential</u>	<u>Base Rate</u>
*Revenue Class: SFD/MFD/MHD	\$53.30

Commercial

<u>Classification: Commercial</u>	<u>Base Rate</u>
Revenue Class: Commercial	
School - Per Student	\$1.68
RV/Campsite - Per Space	\$15.23
Hotel/Motel-Per Unit	\$24.71
Laundromat-Per Machine	\$33.84
Church	\$52.28
Service/Gas Station- Per Restroom	\$33.84
Beauty/Barber Shop	\$52.28
Restaurant	\$78.69
Restaurant w/Bar	\$133.34
Bar	\$76.18
Bar w/Kitchen/Food Service	\$73.61
Service Club	\$52.28
Service Club w/Kitchen/Food Service	\$73.61
Commercial Office Space	\$52.28
Community Beach - Per Restroom	\$52.28
Fire Protection	\$52.28

*SFD: Single Family Dwelling

*MFD: Multifamily Per Each Dwelling Unit

*MHD: Mobilehome Per Each State Permitted Dwelling Space

Annual Increase Beginning July 2016 of 3% and \$2.00 for CIP

CLEARLAKE OAKS COUNTY WATER DISTRICT

RESOLUTION NO. 17-29

BILLABLE FEES

WHEREAS, the Board of Directors of Clearlake Oaks County Water District accepts all modifications to billable fees as provided herein. All listed fees are to go into effect immediately.

NOW, THEREFORE, BE IT RESOLVED, by the Clearlake Oaks County Water District Board of Directors hereby rescinds, repeals and revokes Resolution No. 15-06 Billable Fees along with all authorizations empowered by the adoption and enactment of said resolution and all other resolutions, or parts of resolutions, in conflict herewith are, to the extent of such conflict, hereby repealed.

THE ABOVE RESOLUTION is hereby passed and adopted by the Board of Directors of the Clearlake Oaks County Water District at a special meeting thereof held on the 6th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

CLEARLAKE OAKS COUNTY WATER DISTRICT

By: _____
Margaret Medeiros, President

Attest: _____
Dianna Mann, Board Secretary

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Billable Fees

<u>Administrative Fee</u>	Minimum of \$100.00 or actual time at an hourly rate, whichever is greater.
<u>After Hours Service Call Out</u>	\$150.00
<u>Annual Back Flow Prevention Device Inspection and Testing Fee</u>	\$45.00
<u>Door Hanger 48-Hour Notice to Terminate</u>	\$25.00
<u>Delinquent Turn Off</u>	\$100.00
<u>Foliage Removal Fee</u>	\$37.50
<u>Grease Trap Reinspection Fee</u>	\$70.00
<u>Illegal Cross Connection Fee</u>	\$500.00
<u>Illegal Tamper Fee</u>	Minimum of \$100.00 or actual repair and replacement cost, whichever is greater.
<u>Inspection Fee</u>	\$96.00
<u>Late Charges</u>	\$10.00 or 10% of current charges whichever is greater.
<u>Meter Reset Fee</u>	Minimum of \$100.00 or actual repair and replacement cost, whichever is greater.
<u>Returned Check Fee</u>	\$32.00
<u>Service Forfeit Disconnection Fee</u>	Minimum of \$100.00 or actual billable labor and material cost, whichever is greater.
<u>Service Forfeit Reconnection Fee</u>	Minimum of \$100.00 or actual billable labor and material cost, whichever is greater.
<u>Service Reduction Reinspection Fee</u>	\$96.00
<u>Sewer Cap and Tag Fee</u>	\$50.00
<u>Transfer Fee (New Owner / Tenant)</u>	\$50.00
<u>Turn On Fee</u>	\$100.00

Definition of Fees

Administrative Fee:

This fee is to be billed to any customer, agency and/or billable client that receives services from the District that requires administrative time for anything more than one (1) hour of labor. This is to be billed in one (1) hour increments and at no time is this to be a prorated or reduced fee.

After Hours Service Call Out:

This fee is to be billed for any customer request that is performed after regular business hours (8:00am to 3:30pm Monday - Friday). Note: this fee will be assessed for services such as, but not limited to; turn on's, turn off's, sewer blockages and check for a leak.

Annual Back Flow Prevention Device Inspection and Testing Fee

This fee is to be billed to any customer that has a back flow prevention device inspected and/or tested by certified District staff. Please reference District Ordinance No. 76 Cross Connection Control and Back Flow Prevention Device Program for further definitions and regulations.

Door Hanger 48-Hour Notice to Terminate

This fee is to be billed to each customer account that has service(s) and requires a 48-hour notice to terminate for delinquency. Delinquency is defined as: any account with a minimum of one (1) month of past due charges. These charges may include regular monthly charges, penalties and miscellaneous fees. Every effort will be made to contact the occupant of the service property prior to discontinuance of service. If contact is not made a 48 hour shut off notice will be placed at the service address prior to discontinuance of service.

Delinquent Turn Off

This fee is to be billed to each customer account that has service(s) terminated for delinquency. Delinquency is defined as: any account with a minimum of one (1) month of past due charges. These charges may include regular monthly charges, penalties and miscellaneous fees. Every effort will be made to contact the occupant of the service property prior to discontinuance of service. If contact is not made a 48 hour shut off notice will be placed at the service address prior to discontinuance of service. Note: The District also has the right to notify the County of Lake of any property that may have occupants after 24 hours of service termination.

Foliage Removal Fee

Customers will be notified no more than twice by US Mail of excessive foliage or obstruction of meter as per District Ordinance No. 31. If after the second notification a customer does not comply District staff will be forced to gain access to the meter and the customer will be billed accordingly. If removal of foliage is to take longer than 1 hour the customer is to be billed T&M.

Grease Trap Reinspection Fee

If a grease trap is found dirty or in non-operating order customer will be required to have the device cleaned, repaired or replaced within 30 days of the first inspection. The customer will then be required to have the device reinspected by District staff to verify that they have taken proper action.

Illegal Cross Connection Fee

Any customer who willfully fails to install a Backflow Prevention Device as required by Ordinance No. 76, or who willfully bypasses or alters a District meter or Backflow device, may be subject to prosecution and, upon conviction thereof, shall be punishable by a fine not exceeding \$500.00 or by imprisonment in the County jail for a period not exceeding six months or by both fine and imprisonment.(California Health & Safety Code Section 116820)

Illegal Tamper Fee

This fee is to be billed to any customer that illegally turns on or tampers with a District equipment for any reason outside of a designated emergency (ie: significant leak on property). Said customer is at risk of having their meter pulled to stop any further tampering and additional fees may apply.

Inspection Fee

This fee is to be billed for any inspection done for non-District workmanship.

Late Charges

The District shall render a bill for services on or about the 25th day of every month. Bills are due and payable upon receipt, and become delinquent if not paid by the 15th day of the month following the billing date. A late charge of ten dollars (\$10.00), or ten percent (10%), whichever is greater, will be applied to the past due balance on the 16th day of the month following the billing date.

A Final Notice will be sent to the owner and/or tenant, stating the past due amount and the date of discontinuance of service. Every effort will be made to contact the occupant of the service property prior to discontinuance of service. If contact is not made a shut off notice will be placed at the service address 48 hours prior to discontinuance of service. Service may be terminated for non-payment of a past due balance.

Meter Reset Fee

This fee is to be billed to any account that the service connection has been forfeited by the owner of record. Upon service reinstatement the account is to be billed a minimum of \$100.00 or the total cost of labor whichever is greater along with the total cost of the replacement meter.

Returned Check Fee

If any fee or charge is paid to the District by check and said check is not honored by a bank, a thirty two dollar (\$32.00) charge will be levied to the account in addition to any other charges assessed to the District. The District may proceed with discontinuance of service upon receipt of a returned check.

Service Forfeit Disconnection Fee

This fee is to be billed to any account that the owner of record has forfeited rights to service connection(s). Fee is to be billed with the final closing bill for owner of record and at no time is this fee to be reduced.

Service Forfeit Reconnection Fee

This fee is to be billed to account upon service reconnection. Fee is to be billed with the first billing cycle after service reinstatement and at no time is this fee to be reduced.

Service Reduction Reinspection Fee

This fee is to be billed to any account that the owner of record has requested an inspection for a potential billable service reduction. Fee is only to be billed after the first inspection has been completed and further reduction is required before adjustments will be authorized.

Sewer Cap and Tag Fee

This fee is to be billed to Mobile Home and RV parks choosing to use this method to forfeit Sewer service.

Transfer Fee (New Owner / Tenant)

In accordance to District Policy Governing Transfer of Information Service (approved August 15, 2007), a fee is to be assessed any time the billing is requested to be transferred to a new tenant. The owner must properly fill out and submit a tenant transfer authorization form prior to this fee being billed and the account being transferred. This fee is also to be assessed any time an account is transferred to a new property owner. Note: no fee is to be assessed when billing is transferred back to the owner from an authorized tenant.

Turn On Fee

If water service is turned on at the customer's request during regular business hours (8:00am - 3:30pm Monday - Friday) this fee is to be applied to the account for services rendered. Note: this includes but is not limited to service resuming from customer repairs. In the instance services have been terminated for delinquency, fee is required to be paid prior to restoration of services. Any service found turned on by someone other than District staff will be subject to other applicable fees. **(Revised wording only)**

Justification of Fees

Administrative Fee

Average cost per hour for one Administrative staff member \$44.44
Additional cost for supplies \$25.00
Office equipment use \$30.56

After Hours Service Call Out

Average labor cost for 1 callout \$100.19
Cost for 1 service truck for 1 callout \$50.08

Annual Back Flow Prevention Device Inspection and Testing Fee

Average cost for Back Flow Certified Staff \$49.98

Door Hanger 48-Hour Notice to Terminate

Average cost for 1 service person \$37.45
Average cost for 1 CSR \$31.80
Cost for 1 service truck \$25.04
Cost for Misc. supplies \$5.71

Delinquent Turn Off

Average cost for 1 service person \$37.45
Average cost for 1 CSR \$31.80
Cost for 1 service truck \$25.04
An additional \$5.71 for supplies

Foliage Removal Fee

Average cost for 1 service person \$37.45

Grease Trap Reinspection Fee

Average cost for 1 service person \$37.45
Average cost for 1 CSR \$31.80

Illegal Cross Connection Fee

Any customer who willfully fails to install a Backflow Prevention Device as required by the Ordinance No. 76, or who willfully bypasses or alters such device may be subject to prosecution and, upon conviction thereof, shall be punishable by a fine not exceeding \$500.00 or by imprisonment in the County jail for a period not exceeding six months or by both fine and imprisonment.(California Health & Safety Code Section 116820)

Illegal Tamper Fee

Average cost for 1 service person \$37.45
Average cost for 1 CSR \$31.80
Cost for 1 service truck \$25.04
An additional \$5.71 for supplies
OR actual repair and replacement cost as determined by time and material quote(s).

Inspection Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

Late Charges

A late charge of ten dollars (\$10.00), or ten percent (10%), whichever is greater, will be applied to the past due balance on the 16th day of the month following the billing date.

Meter Reset Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

An additional \$5.71 for supplies

OR actual repair and replacement cost as determined by time and material quote(s).

Returned Check Fee

Bank Fee(s) \$12.00

Average cost for 1 CSR \$31.80

Service Forfeit Disconnection Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

An additional \$5.71 for supplies

OR actual repair and replacement cost as determined by time and material quote(s).

Service Forfeit Reconnection Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

An additional \$5.71 for supplies

OR actual repair and replacement cost as determined by time and material quote(s).

Service Reduction Reinspection Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

An additional \$5.71 for supplies

OR actual repair and replacement cost as determined by time and material quote(s).

Sewer Lockable Cap and Tag Fee

The average cost for a lockable cap and tag is \$50.00

Transfer Fee (New Owner / Tenant)

Average cost for 1 CSR \$31.80

Account maintenance \$18.20

Turn On Fee

Average cost for 1 service person \$37.45

Average cost for 1 CSR \$31.80

Cost for 1 service truck \$25.04

An additional \$5.71 for supplies