

### **Hidden Valley Lake Community Services District**

Finance Committee Meeting
AGENDA
July 20, 2020
12:30 p.m.

DUE TO THE EVOLVING SITUATION WITH THE COVID-19 NOVEL CORONAVIRUS AND THE STATE OF CALIFORNIA STAY AT HOME ORDER, EXECUTIVE ORDER N-33-20, THIS MEETING SHALL ONLY BE AVAILABLE TO THE PUBLIC VIA TELECONFERENCE

To join this meeting go to the www.hvlcsd.org select the July 20, 2020 Finance Committee Meeting select **Join Microsoft Teams Meeting** Select **Join on the web instead**.

The general public may not attend this meeting at the district's offices due to social distancing requirements. Please submit your comments to <a href="mailto:pcuadras@hvlcsd.org">pcuadras@hvlcsd.org</a> or mail comments to the attention of: Board Secretary, Hidden Valley Lake Community Services District, 19400 Hartmann Road, Hidden Valley Lake, Ca 95467. Comments will be addressed by the Committee Chair as related to the agenda item or during Public Comment.

DATE: July 20, 2020

TIME: 12:30 pm

PLACE: Hidden Valley Lake CSD

Administration Office, GM Office

19400 Hartmann Road Hidden Valley Lake, CA

- 1. <u>CALL TO ORDER</u>
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. REVIEW and DISCUSS: Fiscal Year End Report
- 6. REVIEW and DISCUSS: Delinquent Accounts
- 7. REVIEW and DISCUSS: Proposal for Survey of 2.18 acres within remaining parcel of APN 142-301-01
- 8. <u>REVIEW and DISCUSS</u>: Purchase of OSHA Required Items: SCBA, Level A Chlorine Suit and Eyewash/Shower Station
- 9. REVIEW and DISCUSS: CIP and LHMP
  - Develop Risk and Resilience Plan (RRP), and Emergency Response Plan (ERP)
  - SCADA Improvements

- 10. <u>REVIEW AND DISCUSS</u>: Resolution 2020-06 Adopting Connection Fees to include cost of Meters
- 11. REVIEW AND DISCUSS: Update on NBS Rate Study
- 12. PUBLIC COMMENT
- 13. <u>COMMITTEE MEMBER COMMENT</u>
- 14. <u>ITEMS FOR NEXT AGENDA</u>
- 15. <u>ADJOURN</u>

Public records are available upon request. Board Packets are posted on our website at <a href="www.hvlcsd.org/Meetings">www.hvlcsd.org/Meetings</a>.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at (707)987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.

#### HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 1

AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	2,765,252.36	481,540.65	3,113,951.18 (_	348,698.82)	112.61
TOTAL REVENUES	2,765,252.36	481,540.65	3,113,951.18 (	348,698.82)	112.61
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	654,560.00	405,820.56	1,224,566.45 (	570,006.45)	187.08
ADMINISTRATION	443,138.00	21,813.40	405,686.05	37,451.95	91.55
FIELD	338,928.00	23,279.95	296,732.35	42,195.65	87.55
DIRECTORS	49,730.00	1,463.21	33,724.31	16,005.69	67.81
SPECIAL PROJECTS	657,757.22	0.00	657,757.22	0.00	100.00
CAPITAL PROJECTS & EQUIP	201,000.00	0.00	204,840.19 (	3,840.19)	101.91
TOTAL EXPENDITURES	2,345,113.22	452,377.12	2,823,306.57 (	478,193.35)	120.39
REVENUES OVER/(UNDER) EXPENDITURES	420,139.14	29,163.53	290,644.61	129,494.53	69.18

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#### REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND REVENUES

	CURRENT	CURRENT	YEAR TO DATE	BUDGET	% OF
	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
120-4020 INSPECTION FEES	500.00	0.00	300.00	200.00	60.00
120-4036 DEVELOPER SEWER FEES	15,200.00	0.00	0.00	15,200.00	0.00
120-4040 LIEN RECORDING FEES	0.00	0.00	0.00	0.00	0.00
120-4045 AVAILABILITY FEES	5,000.00	2,049.35	7,618.55 (	2,618.55)	152.37
120-4050 SALES OF RECLAIMED WATER	118,000.00	26,014.97	135,650.70 (	17,650.70)	114.96
120-4111 COMM SEWER USE	36,959.00	2,961.46	35,770.52	1,188.48	96.78
120-4112 GOV'T SEWER USE	855.00	71.21	854.52	0.48	99.94
120-4116 SEWER USE CHARGES	1,167,934.00	98,759.23	1,182,026.68 (	14,092.68)	101.21
120-4210 LATE FEE	20,000.00	1,793.70	22,781.25 (	2,781.25)	113.91
120-4300 MISC INCOME	1,500.00	500.00	6,098.21 (	4,598.21)	406.55
120-4310 OTHER INCOME	200.00	0.00	0.00	200.00	0.00
120-4320 FEMA/CalOES Grants	1,083,419.00	349,390.50	1,388,173.00 (	304,754.00)	128.13
120-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
120-4550 INTEREST INCOME	1,500.00	0.00	1,868.81 (	368.81)	124.59
120-4580 TRANSFERS IN	314,185.36	0.23	332,808.94 (	18,623.58)	105.93
120-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
120-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,765,252.36	481,540.65	3,113,951.18 (	348,698.82)	112.61

### REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND NON-DEPARTMENTAL

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL		BUDGET BALANCE	% OF BUDGET
120-5-00-5010	SALARY & WAGES	0.00	0.00	0.00		0.00	0.00
120-5-00-5020	EMPLOYEE BENEFITS	0.00	0.00	1.59	(	1.59)	0.00
120-5-00-5021	RETIREMENT BENEFITS	0.00	0.00	0.00		0.00	0.00
120-5-00-5024	WORKERS' COMP INSURANCE	11,770.00	0.00	13,925.92	(	2,155.92)	118.32
120-5-00-5025	RETIREE HEALTH BENEFITS	22,840.00	355.98	7,519.40		15,320.60	32.92
120-5-00-5026	COBRA Health & Dental	0.00	0.00	0.00		0.00	0.00
120-5-00-5040	ELECTION EXPENSE	0.00	0.00	0.00		0.00	0.00
120-5-00-5050	DEPRECIATION	0.00	0.00	0.00		0.00	0.00
120-5-00-5060	GASOLINE, OIL & FUEL	12,000.00	1,091.57	17,415.02	(	5,415.02)	145.13
120-5-00-5061	VEHICLE MAINT	15,000.00	1,558.79	20,143.96	(	5,143.96)	134.29
120-5-00-5062	TAXES & LIC	800.00	99.45	179.97		620.03	22.50
120-5-00-5074	INSURANCE	27,000.00	0.00	35,055.52	(	8,055.52)	129.84
120-5-00-5075	BANK FEES	21,000.00	1,698.13	19,325.46		1,674.54	92.03
120-5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	7,500.00	100.00	7,629.50	(	129.50)	101.73
120-5-00-5092	POSTAGE & SHIPPING	7,000.00	1,464.79	7,388.79	(	388.79)	105.55
120-5-00-5110	CONTRACTUAL SERVICES	0.00	0.00	0.00		0.00	0.00
120-5-00-5121	LEGAL SERVICES	5,000.00	931.75	17,021.95	(	12,021.95)	340.44
120-5-00-5122	ENGINEERING SERVICES	27,000.00	6,250.00	34,960.10	(	7,960.10)	
120-5-00-5123	OTHER PROFESSIONAL SERVICE	30,000.00	13,447.61	119,971.61	(	89,971.61)	399.91
120-5-00-5126	AUDIT SERVICES	4,000.00	0.00	5,950.00	(	1,950.00)	148.75
120-5-00-5130	PRINTING & PUBLICATION	5,000.00	896.03	4,271.60		728.40	85.43
120-5-00-5135	NEWSLETTER	500.00	0.00	0.00		500.00	0.00
120-5-00-5140	RENTS & LEASES	0.00	0.00	( 215.00)		215.00	0.00
120-5-00-5145	EQUIPMENT RENTAL	5,000.00	1,285.72	4,848.29		151.71	96.97
120-5-00-5148	OPERATING SUPPLIES	40,000.00	2,679.86	58,425.75	(	18,425.75)	146.06
120-5-00-5150	REPAIR & REPLACE	142,000.00	6,724.24	169,606.01	(	27,606.01)	119.44
120-5-00-5155	MAINT BLDG & GROUNDS	5,500.00	4,164.14	14,072.92	(	8,572.92)	255.87
	CUSTODIAL SERVICES	16,500.00	2,525.00	15,155.50		1,344.50	91.85
120-5-00-5157	SECURITY	5,000.00	0.00	779.16		4,220.84	15.58
	SLUDGE DISPOSAL	45,000.00	0.00	36,222.02		8,777.98	80.49
	TERTIARY POND MAINTENANCE	35,000.00	0.00	35,000.00		0.00	100.00
120-5-00-5180	UNCOLLECTABLE ACCOUNTS	0.00	0.00	182.43	(	182.43)	0.00
120-5-00-5191		9,500.00	857.41	9,995.42		495.42)	
120-5-00-5192		60,000.00	2,834.14	•		6,541.91	89.10
120-5-00-5193	OTHER UTILITIES	2,600.00		2,897.64	(	297.64)	111.45
120-5-00-5194		45,000.00	675.50	33,013.09			73.36
120-5-00-5195	ENV/MONITORING	32,000.00	3,832.50	36,172.50			113.04
	RISK MANAGEMENT	0.00	0.00	0.00	`	0.00	0.00
	ANNUAL OPERATING FEES	2,000.00	0.00	1,822.00		178.00	91.10
	EQUIPMENT - FIELD	1,500.00	0.00	0.00		1,500.00	0.00
	EQUIPMENT - OFFICE	1,300.00	128.70	664.93		635.07	51.15
	TOOLS - FIELD	1,500.00	0.00	1,552.30	(	52.30)	
	SAFETY EQUIPMENT	3,500.00	2,364.36	5,111.11		1,611.11)	146.03
	SEWER OUTREACH	0.00	0.00	0.00	`	0.00	0.00
	RECORDING FEES	250.00	50.00	235.75		14.25	94.30
	TRANSFERS OUT	0.00	349,324.85		(	434,806.15)	0.00
	NON-OPERATING OTHER	0.00	0.00	0.00	`	0.00	0.00
	EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00		0.00	0.00
120-5-00-5600							
120-2-00-2000	CONTINGENCI	5,000.00	0.00	0.00		5,000.00	0.00

HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

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AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

NON-DEPARTMENTAL

	CURRENT	CURRENT	YEAR TO DATE	BUDGET	% OF
	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
120-5-00-5650 OPERATING RESERVES	0.00	0.00	0.00	0.00	0.00
120-5-00-5700 OVER / SHORT	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	654,560.00	405,820.56	1,224,566.45 (	570,006.45)	187.08

HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

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AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

ADMINISTRATION

	CURRENT	CURRENT	YEAR TO DATE	BUDGET	% OF
	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
120-5-10-5010 SALARIES & WAGES	281,602.00	13,693.51	287,712.57 (	6,110.57)	102.17
120-5-10-5020 EMPLOYEE BENEFITS	93,979.00	3,871.34	58,913.34	35,065.66	62.69
120-5-10-5021 RETIREMENT BENEFITS	57,507.00	4,001.66	52,389.28	5,117.72	91.10
120-5-10-5063 CERTIFICATIONS	500.00	0.00	0.00	500.00	0.00
120-5-10-5090 OFFICE SUPPLIES	4,000.00	246.89	3,083.07	916.93	77.08
120-5-10-5170 TRAVEL MILEAGE	1,200.00	0.00	1,242.98 (	42.98)	103.58
120-5-10-5175 EDUCATION / SEMINARS	4,000.00	0.00	2,294.81	1,705.19	57.37
120-5-10-5179 ADM MISC EXPENSES	350.00	0.00	50.00	300.00	14.29
TOTAL ADMINISTRATION	443,138.00	21,813.40	405,686.05	37,451.95	91.55

#### HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

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AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

FIELD

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-30-5010	SALARIES & WAGES	215,150.00	12,906.12	178,967.15	36,182.85	83.18
120-5-30-5020	EMPLOYEE BENEFITS	68,254.00	6,197.94	66,410.05	1,843.95	97.30
120-5-30-5021	RETIREMENT BENEFITS	46,724.00	4,128.31	49,270.71 (	2,546.71)	105.45
120-5-30-5022	CLOTHING ALLOWANCE	1,800.00	0.00	1,349.50	450.50	74.97
120-5-30-5063	CERTIFICATIONS	1,500.00	0.00	200.00	1,300.00	13.33
120-5-30-5090	OFFICE SUPPLIES	1,000.00	47.58	504.16	495.84	50.42
120-5-30-5170	TRAVEL MILEAGE	500.00	0.00	30.78	469.22	6.16
120-5-30-5175	EDUCATION / SEMINARS	4,000.00	0.00	0.00	4,000.00	0.00
		220 020 00	22 270 05	207 722 25	40 105 65	07 55
TOTAL FIELD		338,928.00	23,279.95	296,732.35	42,195.65	87.55

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#### REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

DIRECTORS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.15	2,901.29	98.71	96.71
120-5-40-5020 DIRECTOR BENEFITS	90.00	0.00	113.77 (	23.77)	126.41
120-5-40-5030 DIRECTOR HEALTH BENEFITS	41,340.00	1,194.06	30,382.52	10,957.48	73.49
120-5-40-5170 TRAVEL MILEAGE	200.00	0.00	0.00	200.00	0.00
120-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
120-5-40-5176 DIRECTOR TRAINING	3,600.00	0.00	326.73	3,273.27	9.08
TOTAL DIRECTORS	49,730.00	1,463.21	33,724.31	16,005.69	67.81

HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

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AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND

SPECIAL PROJECTS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-60-6001 PW LKHVA01	0.00	0.00	0.00	0.00	0.00
120-5-60-6002 PW LKHVB02	0.00	0.00	0.00	0.00	0.00
120-5-60-6003 PW LKHVA81	0.00	0.00	0.00	0.00	0.00
120-5-60-6004 PW LKHVB82	0.00	0.00	0.00	0.00	0.00
120-5-60-6005 PW LKHVF84	0.00	0.00	0.00	0.00	0.00
120-5-60-6006 PW LKHVF83	0.00	0.00	0.00	0.00	0.00
120-5-60-6007 RAINS 2019	657,757.22	0.00	657,757.22	0.00	100.00
120-5-60-6009 ACCESS RD	0.00	0.00	0.00	0.00	0.00
TOTAL SPECIAL PROJECTS	657,757.22	0.00	657 <b>,</b> 757.22	0.00	100.00

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REVENUE & EXPENSE REPORT (UNAUDITED)

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AS OF: JUNE 30TH, 2020

120-SEWER ENTERPRISE FUND
CAPITAL PROJECTS & EQUIP

EXPENDITURES	

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
					<del></del>
120-5-70-7101 VAC TRUCK	201,000.00	0.00	200,125.92	874.08	99.57
120-5-70-7201 I & I	0.00	0.00	4,714.27 (	4,714.27)	0.00
120-5-70-7203 HEADWORKS RAKE	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL PROJECTS & EQUIP	201,000.00	0.00	204,840.19 (	3,840.19)	101.91
TOTAL EXPENDITURES	2,345,113.22	452,377.12 =======	2,823,306.57 (	478,193.35)	120.39
REVENUES OVER/(UNDER) EXPENDITURES	420,139.14	29,163.53	290,644.61	129,494.53	69.18

\*\*\* END OF REPORT \*\*\*

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PAGE: 1 REVENUE & EXPENSE REPORT (UNAUDITED)

CURRENT CURRENT YEAR TO DATE BUDGET % OF

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND

FINANCIAL SUMMARY

	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
REVENUE SUMMARY					
ALL REVENUE	2,256,021.80	221,643.49	2,267,882.02 (	11,860.22)	100.53
TOTAL REVENUES	, ,	221,643.49	2,267,882.02 (	11,860.22)	100.53
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	873,602.00	156,855.18	1,019,715.48 (	146,113.48)	116.73
ADMINISTRATION	443,438.00	21,813.34	411,575.89	31,862.11	92.81
FIELD	339,528.00	28,481.73	357,334.57 (	17,806.57)	105.24
DIRECTORS	54,530.00	1,463.17	33,959.25	20,570.75	62.28
CAPITAL PROJECTS & EQUIP	316,848.86	145,183.41	310,091.53	6,757.33	97.87
TOTAL EXPENDITURES	2,027,946.86	353,796.83	2,132,676.72 (	104,729.86)	105.16
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REVENUES OVER/(UNDER) EXPENDITURES 228,074.94 ( 132,153.34) 135,205.30 92,869.64 59.28

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#### REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	:	BUDGET BALANCE	% OF BUDGET
130-4035 RECONNECT FEE	12,000.00	0.00	11,795.00		205.00	98.29
130-4038 COMM WATER METER INSTALL	0.00	0.00	0.00		0.00	0.00
130-4039 WATER METER INST	1,000.00	0.00	510.00		490.00	51.00
130-4040 LIEN RECORDING FEES	500.00	0.00	1,594.76	(	1,094.76)	318.95
130-4045 AVAILABILITY FEES	25,000.00	8,197.40	29,994.20	(	4,994.20)	119.98
130-4110 COMM WATER USE	104,000.00	9,608.88	99,632.89		4,367.11	95.80
130-4112 GOV'T WATER USE	6,000.00	371.06	5,290.54		709.46	88.18
130-4115 WATER USE	1,940,435.00	174,614.96	1,895,332.87		45,102.13	97.68
130-4117 WATER OVERAGE FEE	0.00	0.00	0.00		0.00	0.00
130-4118 WATER OVERAGE COMM	0.00	0.00	0.00		0.00	0.00
130-4119 WATER OVERAGE GOV	0.00	0.00	0.00		0.00	0.00
130-4210 LATE FEE	25,000.00	2,842.18	35,587.25	(	10,587.25)	142.35
130-4215 RETURNED CHECK FEE	1,000.00	50.00	1,000.00		0.00	100.00
130-4300 MISC INCOME	2,000.00	4,290.80	6,058.65	(	4,058.65)	302.93
130-4310 OTHER INCOME	100.00	1,695.71	3,391.42	(	3,291.42)	3,391.42
130-4320 FEMA/CalOES Grants	0.00	19,972.50	37,202.00	(	37,202.00)	0.00
130-4505 LEASE INCOME	0.00	0.00	0.00		0.00	0.00
130-4550 INTEREST INCOME	2,000.00	0.00	3,505.64	(	1,505.64)	175.28
130-4580 TRANSFER IN	136,986.80	0.00	136,986.80		0.00	100.00
130-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00		0.00	0.00
130-4955 Gain/Loss	0.00	0.00	0.00		0.00	0.00
TOTAL REVENUES	2,256,021.80	221,643.49	2,267,882.02	(	11,860.22)	100.53
TOTAL REVENUES	2,230,021.00	221,043.49	=======================================	===	========	====

#### REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND NON-DEPARTMENTAL

EXPENDITURES							
		CURRENT	CURRENT	YEAR TO DATE		BUDGET	% OF
		BUDGET	PERIOD	ACTUAL		BALANCE	BUDGET
	SALARY & WAGES	0.00	0.00	0.00		0.00	0.00
130-5-00-5020	EMPLOYEE BENEFITS	0.00	0.00	482.31	(	482.31)	0.00
	RETIREMENT BENEFITS	0.00	0.00	0.00		0.00	0.00
130-5-00-5024	WORKERS' COMP INSURANCE	11,770.00	0.00	13,925.92	(	2,155.92)	118.32
130-5-00-5025	RETIREE HEALTH BENEFITS	22,840.00	819.57	7,983.07		14,856.93	34.95
130-5-00-5026	COBRA Health & Dental	0.00	0.00	0.00		0.00	0.00
130-5-00-5040	ELECTION EXPENSE	0.00	0.00	0.00		0.00	0.00
130-5-00-5050	DEPRECIATION	0.00	0.00	0.00		0.00	0.00
130-5-00-5060	GASOLINE, OIL & FUEL	11,000.00	1,091.56	15,693.07	(	4,693.07)	142.66
130-5-00-5061	VEHICLE MAINT	24,292.00	1,558.77	8,647.69		15,644.31	35.60
130-5-00-5062	TAXES & LIC	1,200.00	99.44	179.96		1,020.04	15.00
130-5-00-5074	INSURANCE	27,000.00	0.00	35,055.52	(	8,055.52)	129.84
130-5-00-5075	BANK FEES	21,000.00	1,698.12	19,002.93		1,997.07	90.49
130-5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	24,000.00	103.99	24,797.49	(	797.49)	103.32
130-5-00-5092	POSTAGE & SHIPPING	6,000.00	1,464.75	7,388.69	(	1,388.69)	123.14
130-5-00-5110	CONTRACTUAL SERVICES	0.00	0.00	0.00		0.00	0.00
130-5-00-5121	LEGAL SERVICES	10,000.00	931.75	16,594.45	(	6,594.45)	165.94
130-5-00-5122	ENGINEERING SERVICES	60,000.00	0.00	290.00		59,710.00	0.48
130-5-00-5123	OTHER PROFESSIONAL SERVICE	40,000.00	8,811.25	74,062.55	(	34,062.55)	185.16
130-5-00-5124		70,000.00	752.50	14,474.99		55,525.01	20.68
130-5-00-5126	AUDIT SERVICES	4,000.00	0.00	5,950.00	(	1,950.00)	148.75
	PRINTING & PUBLICATION	7,500.00	896.00	4,271.52		3,228.48	56.95
130-5-00-5135		500.00	0.00	0.00		500.00	0.00
130-5-00-5140		0.00	0.00	0.00		0.00	0.00
	EQUIPMENT RENTAL	35,000.00	1,285.70	41,262.07	(		
	OPERATING SUPPLIES	5,000.00	2,007.17	8,703.15		3,703.15)	
	REPAIR & REPLACE	185,000.00	8,046.96	129,334.25		55,665.75	69.91
	MAINT BLDG & GROUNDS	12,000.00	4,164.14	12,311.67			102.60
	CUSTODIAL SERVICES	4,200.00	625.00	3,673.00	'	527.00	87.45
130-5-00-5157		5,000.00	0.00	443.15		4,556.85	8.86
	UNCOLLECTABLE ACCOUNTS	•		227.51	,		
130-5-00-5191		0.00 9 <b>,</b> 500.00	0.00 857.41	10,017.30		227.51) 517.30)	
130-5-00-5192	OTHER UTILITIES	150,000.00 2,200.00	15,234.57 480.02	151,060.18		1,060.18)	
				2,897.52		697.52)	
130-5-00-5194		40,000.00	1,287.50	*		361.75)	
	ENV/MONITORING	20,000.00	2,167.00	16,197.50			80.99
	RISK MANAGEMENT	0.00	0.00	0.00		0.00	0.00
	ANNUAL OPERATING FEES	30,000.00	0.00	30,103.15	(	103.15)	
	EQUIPMENT - FIELD	1,000.00	0.00	0.00		1,000.00	0.00
	EQUIPMENT - OFFICE	1,000.00	128.69	396.80		603.20	39.68
	TOOLS - FIELD	1,000.00	0.00	1,552.28		552.28)	
	SAFETY EQUIPMENT	2,500.00	2,364.34	5,249.65	(	2,749.65)	
	WATER CONSERVATION	9,000.00	0.00	3,550.00		5,450.00	39.44
130-5-00-5545	RECORDING FEES	100.00	50.00	235.75		135.75)	
130-5-00-5580		0.00	99,928.98	313,338.64	(	313,338.64)	0.00
130-5-00-5590	NON-OPERATING OTHER	0.00	0.00	0.00		0.00	0.00
130-5-00-5591	EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00		0.00	0.00
130-5-00-5600	CONTINGENCY	20,000.00	0.00	0.00		20,000.00	0.00
130-5-00-5650	OPERATING RESERVES	0.00	0.00	0.00		0.00	0.00

HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 4

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND

NON-DEPARTMENTAL

EXPENDITURES

CURRENT CURRENT YEAR TO DATE BUDGET % OF BUDGET PERIOD ACTUAL BALANCE BUDGET

TOTAL NON-DEPARTMENTAL 873,602.00 156,855.18 1,019,715.48 ( 146,113.48) 116.73

#### HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 5

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND

ADMINISTRATION

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-10-5010 SALARIE	S & WAGES	281,602.00	13,693.54	292,445.03 (	10,843.03)	103.85
130-5-10-5020 EMPLOYE	EE BENEFITS	93,979.00	3,871.34	58,985.10	34,993.90	62.76
130-5-10-5021 RETIREM	MENT BENEFITS	57,507.00	4,001.61	52,964.09	4,542.91	92.10
130-5-10-5063 CERTIFI	CATIONS	0.00	0.00	0.00	0.00	0.00
130-5-10-5090 OFFICE	SUPPLIES	4,000.00	246.85	3,082.77	917.23	77.07
130-5-10-5170 TRAVEL	MILEAGE	2,000.00	0.00	1,689.10	310.90	84.46
130-5-10-5175 EDUCATI	ON / SEMINARS	4,000.00	0.00	2,359.80	1,640.20	59.00
130-5-10-5179 ADM MIS	C EXPENSES	350.00	0.00	50.00	300.00	14.29
130-5-10-5505 WATER (	CONSERVATION	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	1	443,438.00	21,813.34	411,575.89	31,862.11	92.81

#### HIDDEN VALLEY LAKE CSD

AS OF: JUNE 30TH, 2020

PAGE: 6 REVENUE & EXPENSE REPORT (UNAUDITED)

130-WATER ENTERPRISE FUND

FIELD

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-30-5010 SALARIES & WAGES	215,150.00	17,626.75	233,470.11 (	18,320.11)	108.52
130-5-30-5020 EMPLOYEE BENEFITS	68,254.00	6,197.94	66,103.39	2,150.61	96.85
130-5-30-5021 RETIREMENT BENEFITS	46,724.00	4,609.47	55,489.90 (	8,765.90)	118.76
130-5-30-5022 CLOTHING ALLOWANCE	1,800.00	0.00	1,349.48	450.52	74.97
130-5-30-5063 CERTIFICATIONS	600.00	0.00	190.00	410.00	31.67
130-5-30-5090 OFFICE SUPPLIES	1,000.00	47.57	504.11	495.89	50.41
130-5-30-5170 TRAVEL MILEAGE	2,000.00	0.00	27.58	1,972.42	1.38
130-5-30-5175 EDUCATION / SEMINARS	4,000.00	0.00	200.00	3,800.00	5.00
TOTAL FIELD	339,528.00	28,481.73	357,334.57 (	17,806.57)	105.24

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

130-WATER ENTERPRISE FUND

DIRECTORS

	CURRENT	CURRENT	YEAR TO DATE	BUDGET	% OF
	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
130-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.10	3,127.11 (	127.11)	104.24
130-5-40-5020 DIRECTOR BENEFTIS	90.00	0.00	123.13 (	33.13)	136.81
130-5-40-5030 DIRECTOR HEALTH BENEFITS	41,340.00	1,194.07	30,382.28	10,957.72	73.49
130-5-40-5080 MEMBERSHIP & SUBSCRIPTION	0.00	0.00	0.00	0.00	0.00
130-5-40-5170 TRAVEL MILEAGE	200.00	0.00	0.00	200.00	0.00
130-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
130-5-40-5176 DIRECTOR TRAINING	8,400.00	0.00	326.73	8,073.27	3.89
TOTAL DIRECTORS	54,530.00	1,463.17	33,959.25	20,570.75	62.28

HIDDEN VALLEY LAKE CSD

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2020

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130-WATER ENTERPRISE FUND CAPITAL PROJECTS & EQUIP

EXPENDITURES

	CURRENT	CURRENT	YEAR TO DATE	BUDGET	% OF	
	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET	
130-5-70-7101 VAC TRUCK	134,000.00	0.00	133,417.28	582.72	99.57	
130-5-70-7202 GENERATORS	24,988.00	0.00	16,953.39	8,034.61	67.85	
130-5-70-7204 TANK 9	0.00	0.00	1,860.00 (	1,860.00)	0.00	
130-5-70-7205 MMN WTR MAIN	157,860.86	145,183.41	157,860.86	0.00	100.00	
TOTAL CAPITAL PROJECTS & EQUIP	316,848.86	145,183.41	310,091.53	6,757.33	97.87	
TOTAL EXPENDITURES	2,027,946.86	353,796.83	2,132,676.72 (	104,729.86)	105.16	
REVENUES OVER/(UNDER) EXPENDITURES	228,074.94 (	132,153.34)	135,205.30	92,869.64	59.28	

\*\*\* END OF REPORT \*\*\*



#### Hidden Valley Lake Community Services District Financial Activity, Cash and Investment Summary As of June 30, 2020

(Rounded and Unaudited)

STATE OF THE PARTY		perating hecking	Мс	oney Market		LAIF	Bond Trustee		Total All
	We	st America Bank 1010	W	est America Bank 1130	Sta	ate Treasurer		US Bank	Accounts
Financial Activity of Cash/Investment Accounts in Genera	l Ledger [1	]							
Beginning Balances	\$	420,881	\$	903,617	\$	622,075	\$	176,391	\$ 2,122,9
Cash Receipts									
Utility Billing Deposits	\$	290,651	\$	_	\$	_	\$	_	
Electronic Fund Deposits	\$	250,001	\$	_	\$	_	\$	_	
Other Deposits	\$	366,011	\$	132,370	\$		\$	1	
Total Cash Receipts	\$	656,662	\$	132,370	\$	<u> </u>	\$	176,392	
Total Gash Rossipte		000,002		102,010	<u> </u>		<del></del>	110,002	
Cash Disbursements									
Accounts Payable Checks issued	\$	232,145	\$	-	\$	-	\$	-	
Electronic Fund/Bank Draft Disbursements	\$	28,924	\$	-	\$	-	\$	-	
Payroll Checks issued - net	\$	46,241	\$	-	\$	-	\$	-	
Bank Fees	\$	3,396	\$	17	\$	-	\$	-	
Other Disbursements	\$	-	\$	-	\$	-	\$	-	
Total Disbursements	\$	310,706	\$	17	\$	-	\$	-	
Transfers Between Accounts									
Transfers In	\$	145,183	\$	452,088	\$	-	\$	-	
Transfers Out	\$	452,088	\$	145,183			\$	-	
Total Transfers Between Accounts	\$	597,272	\$	597,272	\$	-	\$	-	
Ending Balances in General Ledger	\$	459,932	\$	1,342,874	\$	622,075	\$	176,392	\$ 2,601,2
Reconciling Adjustments to Financial Institutions [2]	\$	-	\$	-	\$	-	\$	-	
Financial Institution Ending Balances	\$	612,937	\$	1,342,874	\$	622,075	\$	176,392	\$ 2,754,2
Ending Balances General Ledger Distribution by Operating	y District	-		-		-		-	
Wastewater Operating		258,756		68,513		71,856		-	399,1
Water Operating		201,176		46,311		107,086		-	354,
Flood Enterprise		-		-		-		-	
2016 Sewer Refinancing Bond		-		358,565		93,975		176,392	628,9
2002 CIEDB Loan		-		-		12,294		-	12,2
2012 USDA Solar COP		-		32,513		875		-	33,3
Wastewater Operating Reserve		-		43,100		58,533		-	101,6
Wastewater CIP		-		358,639		94,641		-	453,2
2012 USDA Solar COP Reserve		-		31,304		-		-	31,3
Water CIP		-		148,578		-		-	148,5
						_		-	150,2
Water Operating Reserve		-		150,270					
Water Operating Reserve 2002 CIEDB Loan Reserve		-		150,270 -		182,816		-	182,8
. •		- - -				182,816		-	182,8
2002 CIEDB Loan Reserve		- - -		-		182,816 - -		- - -	182,8 105,0

[1] Fom General Ledger activity by Financial Institution accounts with District Fund accounts consolidated. Checking and Money Market accounts are with

West America Bank, Local Agency Investment Account (LAIF) is held by the State Treasurer on behalf of the District and US Bank is the Bond Trustee for the the 2016 Refunding

>>>>>>. All cash accounts have been reconciled to the ending Financial Institution statements.

[2] See Reconcilliation Detail Summary for details

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT SEWER ENTERPRISE FUND

SEWER INTERPRISE FUND	2019-2020	2019-2020	2020-2021
	BUDGET	Actual	BUDGET
REVENUE	7/1/2019	6/30/2020	7/1/2020
120-4020 PERMIT & INSPECTION FEES	500	300	500
120-4036 DEVELOPER SEWER FEES	15,200	-	-
120-4040 LIEN RECORDING FEES	-	-	-
120-4045 AVAILABILITY FEES	5,000	7,619	5,500
120-4050 SALES OF RECLAIMED WATER	118,000	135,651	110,000
120-4111 COMMERCIAL SEWER USE	36,959	35,771	43,113
120-4112 GOVERNMENT SEWER USE	855	855	900
120-4116 SEWER USE CHARGES	1,167,934	1,182,027	1,217,940
120-4210 LATE FEE 10%	20,000	22,781	20,000
120 4300 MISC INCOME	1,500	6,098	2,500
120-4310 OTHER INCOME	200	-	-
120-4320 FEMA/CalOES Grants	1,083,419	1,388,173	396,000
120-4550 INTEREST INCOME	1,500	1,869	1,700
120-4580 TRANSFER IN	314,185	332,808	-
TOTAL REVENUE	2,765,252	3,113,950	1,798,153

**EXPENSES** 

EXPENSES	-		
120-5-10-5010 ADMIN SALARY & WAGES	281,602	287,713	252,875
120-5-30-5010 FIELD SALARY & WAGES	215,150	178,967	255,455
120-5-40-5010 DIRECTORS SALARY & WAGES	3,000	2,901	3,000
120-5-10-5020 ADMIN EMPLOYEE BENEFITS (HEALTH)	93,979	58,913	91,844
120-5-30-5020 FIELD EMPLOYEE BENEFITS (HEALTH)	68,254	66,410	106,340
120-5-40-5020 DIRECTOR BENEFITS (TAXES)	90	114	230
120-5-10-5021 ADMIN RETIREMENT BENEFITS (Pers)	57,507	52,389	47,189
120-5-30-5021 FIELD RETIREMENT BENEFITS (Pers)	46,724	49,271	46,661
120-5-30-5022 FIELD CLOTHING ALLOWANCE	1,800	1,350	1,800
120-5-00-5024 WORKERS' COMP INSURANCE	11,770	13,926	15,000
120-5-00-5025 RETIREE HEALTH BENEFITS	22,840	7,519	14,000
120-5-00-5026 COBRA	-	-	
120-5-40-5030 DIRECTOR HEALTH BENEFITS	41,340	30,383	36,000
120-5-00-5040 ELECTION EXPENSE	-	-	12,000
120-5-00-5060 GASOLINE, OIL & FUEL	12,000	17,415	20,000
120-5-00-5061 VEHICLE MAINT	15,000	20,144	18,000
120-5-00-5062 TAXES & LICENSE	800	180	800
120-5-10-5063 ADMIN CERTIFICATIONS	500	-	500
120-5-30-5063 FIELD CERTIFICATIONS	1,500	200	1,500
120-5-00-5074 PROPERTY/LIABILITY INSURANCE	27,000	35,056	54,066
120-5-00-5075 BANK FEES	21,000	19,325	21,000
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	7,500	7,630	7,500
120-5-10-5090 ADMIN OFFICE SUPPLIES	4,000	3,083	4,000
120-5-30-5090 FIELD OFFICE SUPPLIES	1,000	504	1,000
120-5-00-5092 POSTAGE & SHIPPING	7,000	7,389	7,000
120-5-00-5110 CONTRACTUAL SERVICES	-	-	-
120-5-00-5121 LEGAL SERVICES	5,000	17,022	20,000
120-5-00-5122 ENGINEERING SERVICES	27,000	34,960	50,000
120-5-00-5123 OTHER PROFESSIONAL SERVICE	30,000	119,972	50,000
120-5-00-5126 AUDIT SERVICES	4,000	5,950	7,500
120-5-00-5130 PRINTING & PUBLICATION	5,000	4,272	5,000
120-5-00-5135 NEWSLETTER	500	-	500
120-5-00-5145 EQUIPMENT RENTAL	5,000	4,848	5,000
120-5-00-5148 OPERATING SUPPLIES	40,000	58,426	48,000
120-5-00-5150 REPAIR & REPLACE	142,000	169,606	145,000
120-5-00-5155 MAINT BLDG & GROUNDS	5,500	14,073	8,000
120-5-00-5156 CUSTODIAL SERVICES	16,500	15,156	16,500
	·	•	•

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT SEWER ENTERPRISE FUND

SEWER INTERPRISE FUND	2019-2020	2019-2020	2020-2021
	BUDGET	Actual	BUDGET
120-5-00-5157 SECURITY	5,000	779	500
120-5-00-5160 SLUDGE DISPOSAL	45,000	36,222	45,000
120-5-10-5170 ADMIN TRAVEL MILEAGE	1,200	1,243	1,500
120-5-30-5170 FIELD TRAVEL MILEAGE	500	31	500
120-5-40-5170 DIRECTORS TRAVEL MILEAGE	200	-	200
120-5-10-5175 ADMIN EDUCATION/SEMINARS	4,000	2,295	4,000
120-5-30-5175 FIELD EDUCATION/SEMINARS	4,000	-	4,000
120-5-40-5175 DIRECTORS EDUCATION/SEMINARS	1,500	-	1,500
120-5-40-5176 DIRECTOR TRAINING	3,600	327	3,600
120-5-10-5179 ADM MISC EXPENSE	350	50	350
120-5-00-5165 TERTIARY PONT MAINTENANCE	35,000	35,000	50,000
120-5-00-5191 TELEPHONE	9,500	9,995	11,000
120-5-00-5192 ELECTRICITY	60,000	53,458	65,000
120-5-00-5193 OTHER UTILITIES	2,600	2,898	2,600
120-5-00-5194 IT SERVICES	45,000	33,013	36,500
120-5-00-5195 ENV/MONITORING	32,000	36,173	35,000
120-5-00-5196 RISK MANAGEMENT	-	-	-
120-5-00-5198 ANNUAL OPERATING FEES	2,000	1,822	2,000
120-5-00-5310 EQUIPMENT - FIELD	1,500	-	1,000
120-5-00-5311 EQUIPMENT - OFFICE	1,300	665	1,000
120-5-00-5312 TOOLS - FIELD	1,500	1,552	1,500
120-5-00-5315 SAFETY EQUIPMENT	3,500	5,111	1,500
120-5-00-5545 RECORDING FEES	250	236	250
120-5-00-5580 TRANSFER OUT	-	434,806	-
120-5-00-5590 NON-OPERATING OTHER	-	-	_
120-5-00-5600 CONTINGENCY	5,000	-	_
120-5-60-6006 PW LKKVF83	-	-	-
120-5-60-6007 RAINS 2019	-	657,757	_
120-5-60-6008 LHMP	-	-	_
120-5-60-6009 ACCESS RD			178,782
120-5-70-7101 VAC TRUCK	201,000	200,126	-
120-5-70-7201   &	-	4,714	_
120-5-70-7203 HEADWORKS RAKE	-	-	_
219 USDA SOLAR PRINCIPAL	16,500	16,500	17,000
219 USDA SOLAR INTEREST	15,758	15,757	15,255
TOTAL EXPENDITURES	1,719,614	2,855,594	1,852,797
Difference	1,045,638	258,356	(54,644

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER ENTERPRISE FUND

	2019-2020	2019-2020	2020-2021
	BUDGET	Actual	BUDGET
REVENUE	7/1/2019	6/30/2020	7/1/2020
130-4035 RECONNECT FEES	12,000	11,795	12,000
130-4038 COMM WATER METER INSTALL	-	-	-
130-4039 WATER METER INSTALLATION	1,000	510	-
130-4040 LIEN RECORDING FEES	500	1,595	1,200
130-4045 AVAILABILITY FEES	25,000	29,994	22,000
130-4110 COMMERCIAL WATER USE	104,000	99,633	95,295
130-4112 GOVERNMENT WATER USE	6,000	5,291	6,000
130-4115 WATER USE CHARGES	1,940,435	1,895,333	1,968,074
130-4210 LATE FEE 10%	25,000	35,587	32,000
130 4215 RETURNED CHECK FEE	1,000	1,000	1,000
130-4300 MISC INCOME	2,000	6,059	3,000
130-4310 OTHER INCOME	100	3,391	1,500
130-4320 FEMA/CalOES GRANTS		37,202	30,000
130-4550 INTEREST INCOME	2,000	3,506	3,500
130-4580 TRANSFER IN	136,987	136,987	-
	_		<u> </u>
TOTAL REVENUE	2,256,022	2,267,882	2,175,569

EXPENSES			
130-5-10-5010 ADMIN SALARY & WAGES	281,602	292,445	282,875
130-5-30-5010 FIELD SALARY & WAGES	215,150	233,470	225,455
130-5-40-5010 DIRECTORS SALARY & WAGES	3,000	3,127	3,000
130-5-10-5020 ADMIN EMPLOYEE BENEFITS (HEALTH)	93,979	58,985	91,844
130-5-30-5020 FIELD EMPLOYEE BENEFITS (HEALTH)	68,254	66,103	106,340
130-5-40-5020 DIRECTOR BENEFITS (TAXES)	90	123	120
130-5-10-5021 ADMIN RETIREMENT BENEFITS (Pers)	57,507	52,964	47,189
130-5-30-5021 FIELD RETIREMENT BENEFITS (Pers)	46,724	55,490	46,661
130-5-30-5022 FIELD CLOTHING ALLOWANCE	1,800	1,349	1,800
130-5-00-5024 WORKERS' COMP INSURANCE	11,770	13,926	15,000
130-5-00-5025 RETIREE HEALTH BENEFITS	22,840	7,983	14,000
130-5-40-5030 DIRECTOR HEALTH BENEFITS	41,340	30,382	42,000
130-5-00-5040 ELECTION EXPENSE	-	-	12,000
130-5-00-5060 GASOLINE, OIL & FUEL	11,000	15,693	20,000
130-5-00-5061 VEHICLE MAINT	24,292	8,648	12,500
130-5-00-5062 TAXES & LICENSE	1,200	25	1,200
130-5-10-5063 ADMIN CERTIFICATIONS	-	-	-
130-5-30-5063 FIELD CERTIFICATIONS	600	190	600
130-5-00-5074 PROPETY/LIABILITY INSURANCE	27,000	35,056	54,055
130-5-00-5075 BANK FEES	21,000	19,003	21,000

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER ENTERPRISE FUND

	2019-2020	2019-2020	2020-2021
	BUDGET	Actual	BUDGET
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	24,000	24,797	24,600
130-5-10-5090 ADMIN OFFICE SUPPLIES	4,000	3,083	4,000
130-5-30-5090 FIELD OFFICE SUPPLIES	1,000	504	1,000
130-5-00-5092 POSTAGE & SHIPPING	6,000	7,389	6,500
130-5-00-5110 CONTRACTUAL SERVICES	-	-	
130-5-00-5121 LEGAL SERVICES	10,000	16,594	20,000
130-5-00-5122 ENGINEERING SERVICES	60,000	290	60,000
130-5-00-5123 OTHER PROFESSIONAL SERVICE	40,000	74,063	50,000
130-5-00-5124 WATER RIGHTS	70,000	14,475	50,000
130-5-00-5126 AUDIT SERVICES	4,000	5,950	7,500
130-5-00-5130 PRINTING & PUBLICATION	7,500	4,272	7,500
130-5-00-5135 NEWSLETTER	500	-	500
130-5-00-5140 RENT & LEASES	-	-	-
130-5-00-5145 EQUIPMENT RENTAL	35,000	41,262	45,000
130-5-00-5148 OPERATING SUPPLIES	5,000	8,703	5,000
130-5-00-5150 REPAIR & REPLACE	185,000	129,334	125,000
130-5-00-5155 MAINT BLDG & GROUNDS	12,000	12,312	12,000
130-5-00-5156 CUSTODIAL SERVICES	4,200	3,673	4,200
130-5-00-5157 SECURITY	5,000	443	5,000
130-5-10-5170 ADMIN TRAVEL MILEAGE	2,000	1,689	2,000
130-5-30-5170 FIELD TRAVEL MILEAGE	2,000	28	2,000
130-5-40-5170 DIRECTORS TRAVEL MILEAGE	200	-	200
130-5-10-5175 ADMIN EDUCATION/SEMINARS	4,000	2,360	4,000
130-5-30-5175 FIELD EDUCATION/SEMINARS	4,000	200	4,000
130-5-40-5175 DIRECTORS EDUCATION/SEMINARS	1,500	-	1,500
130-5-40-5176 DIRECTOR TRAINING	8,400	327	5,000
130-5-10-5179 ADM MISC EXPENSE	350	50	350
130-5-00-5191 TELEPHONE	9,500	10,017	11,000
130-5-00-5192 ELECTRICITY	150,000	151,060	150,000
130-5-00-5193 OTHER UTILITIES	2,200	2,898	2,500
130-5-00-5194 IT SERVICES	40,000	40,362	36,500
130-5-00-5195 ENV/MONITORING	20,000	16,198	17,000
130-5-00-5196 RISK MANAGEMENT	-	-	-
130-5-00-5198 ANNUAL OPERATING FEES	30,000	30,103	32,000
130-5-00-5310 EQUIPMENT - FIELD	1,000	-	1,000
130-5-00-5311 EQUIPMENT - OFFICE	1,000	397	1,000
130-5-00-5312 TOOLS - FIELD	1,000	1,552	1,500
130-5-00-5315 SAFETY EQUIPMENT	2,500	5,250	1,500
130-5-00-5505 WATER CONSERVATION	9,000	3,550	9,000
130-5-00-5545 RECORDING FEES	100	236	250

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER ENTERPRISE FUND

	2019-2020	2019-2020	2020-2021
	BUDGET	Actual	BUDGET
130-5-00-5580 TRANSFER OUT	-	313,339	338,084
130-5-00-5600 CONTINGENCY	20,000	-	-
130-5-70-7101 VAC TRUCK		133,417	-
130-5-70-7202 GENERATORS		16,953	-
130-5-70-7204 TANK 9		1,860	-
130-5-70-7205 MMN WATER MAIN		157,861	-
218 CIEDB INTEREST LONG TERM DEBT	59,567	59,567	55,865
218 CIEDB LOAN ANNUAL FEE	5,135	5,135	4,816
218 CIEDB PRINCIPAL PMT	106,363	106,363	110,065
TOTAL EXPENDITURES	1,882,163	2,302,877	2,216,569
	373,859	(34,995)	(41,000)

	FY 19	-20	) Utilit	y E	Billing A	giı	ng Rep	ort				
FY 19-20	Current		+1		+2	+3		+4		ı	Balance	
31-Jul	\$ 295,883	\$	36,766	\$	1,925	\$	935	\$	19,891	\$	355,401	
31-Aug	\$ 293,153	\$	37,274	\$	3,532	\$	1,333	\$	17,838	\$	353,133	
30-Sep	\$ 274,248	\$	51,092	\$	3,515	\$	2,165	\$	18,013	\$	349,033	
31-Oct	\$ 248,736	\$	42,438	\$	9,316	\$	2,570	\$	19,669	\$	322,730	
30-Nov	\$ 224,059	\$	53,330	\$	3,567	\$	3,129	\$	21,784	\$	305,870	
31-Dec	\$ 220,403	\$	38,310	\$	3,431	\$	1,562	\$	23,915	\$	287,623	
31-Jan	\$ 216,057	\$	33,745	\$	2,846	\$	2,441	\$	24,804	\$	279,895	
29-Feb	\$ 218,104	\$	43,077	\$	15,243	\$	2,201	\$	24,866	\$	303,492	
31-Mar	\$ 231,486	\$	38,864	\$	15,867	\$	9,990	\$	25,446	\$	321,656	
30-Apr	\$ 233,212	\$	36,973	\$	16,365	\$	10,399	\$	32,419	\$	329,367	
31-May	\$ 244,276	\$	42,493	\$	18,546	\$	11,598	\$	39,861	\$	356,774	
30-Jun	\$ 291,551	\$	42,860	\$	19,524	\$	12,197	\$	44,504	\$	410,638	

	Fiscal Year End Comparison																
	Billing Month		Current Billing Revenue				Past Due +2 Months		Past Due +3 Months		Past Due 4 Months	Т	cal Year End OTAL PAST DUE AMT				
6/30/2019	30-Jun	\$	261,603	\$	39,877	\$	1,633	\$	862	\$	19,194	\$	61,566				
6/30/2020	30-Jun	\$	291,551	\$	\$ 42,860		\$ 19,524		\$ 12,197		\$ 12,197		12,197 \$		\$ 44,504		119,084
Percentage Difference: 11%			7%		1096%		1315%		132%		93%						
Delinquency	Difference:	\$ 2	29,947.50	\$	2,982.73	\$	17,890.72	\$	11,335.41	\$	25,309.51	\$	87,465.87				

	FY 18-1	L9 Utility	Billing Ag	ing Repoi	t	
FY 18-19	Current	+1	+2	+3	+4	Balance
31-Jul	-	-	-	-	-	-
31-Aug	-	-	-	-	-	-
30-Sep	261,517	38,136	1,980	770	14,632	317,037
31-Oct	221,154	34,529	1,613	1,327	15,262	273,887
30-Nov	223,867	31,304	1,699	1,079	16,539	274,490
31-Dec	207,708	37,370	1,934	1,258	17,314	265,586
31-Jan	199,813	29,787	1,665	1,474	17,798	250,540
29-Feb	190,172	32,927	1,990	911	17,887	243,885
31-Mar	201,480	26,765	2,027	1,232	18,740	250,246
30-Apr	194,107	30,609	1,504	1,602	19,872	247,696
31-May	223,372	33,145	1,661	1,023	20,649	279,852
30-Jun	261,603	39,877	1,633	862	19,194	323,172

# EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

# **EXECUTIVE ORDER N-42-20**

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

and accessible water adequate for human consumption, cooking, and sanitary section 106.3 that every human being has the right to safe, clean, affordable, WHEREAS it is the established policy of the State under Water Code purposes; and WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-WHEREAS many Californians are experiencing or will experience payment; and

health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and WHEREAS many small businesses that provide services essential to the subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic. WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning

in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

# IT IS HEREBY ORDERED THAT:

- Health and Safety Code section 116902, subdivision (d), to discontinue 1) The authority of urban and community water systems, as defined in 116902, subdivision (c), for non-payment under Health and Safety residential service, as defined in Health and Safety Code section Code sections 116908 and 116910, is suspended.
- Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential 7

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- residences that has been discontinued for nonpayment since March 4, Water systems shall restore any residential service to occupied 2020.  $\widehat{\mathfrak{S}}$
- Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 critical infrastructure sectors designated by the State Public Health Water systems shall not discontinue service to any business in the of the Small Business Administration's regulations. 4
- wastewater systems, and (iii) to provide measures such as the sharing The State Water Resources Control Board shall identify best practices, emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and of supplies, equipment and staffing to relieve water systems under guidelines, or both to be implemented during the COVID-19 financial distress. 2

service, or reduces the amount a customer already may owe to a water system. Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such

waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and Nothing in this Order modifies the obligations of urban and community

filed in the Office of the Secretary of State and that widespread publicity and IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be notice be given of this Order.

California, its agencies, departments, entities, officers, employees, or any other substantive or procedural, enforceable at law or in equity, against the State of This Order is not intended to, and does not, create any rights or benefits,

myhness whereof I have hereunto set myhnand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.

GAVN NEWSOM

GAVN NEWSOM

ATTEST:

ALEX PADILLA Secretary of State ▲ TOPOGRAPHIC ▲ INFRASTRUCTURE ▲ HYDROGRAPHIC

▲ CONSTRUCTION

LAND SURVEYING

P 10483(B)

July 16, 2020

Ms. Alyssa Gordon Hidden Valley Lake CSD 19400 Hartmann Rd. Hidden Valley Lake, CA 95467 Ph: 707.987.9213 VIA EMAIL: AGORDON@HVLCSD.ORG

Re: **Proposal for Legal Description and Plat** APN <u>142-301-01</u> Hidden Valley Lake

Dear Ms. Gordon,

Enclosed please find a copy of our Standard Agreement for review. If this Agreement is acceptable to you please sign and initial where indicated, and return the agreement to our office for signature. We will e-mail you a fully executed copy for your records.

Please call me at (707) 690-9025 if you have any questions or concerns.

Very truly yours, CINQUINI & PASSARINO, INC.

Davit Sulam, PLS

Enclosures

This form is provided as a membership service by:



# Agreement for Professional Services Between Client and Consultant

Project No:	
-	•

THIS AGREEMENT is made and entered into at Santa Rosa, California		
effective this day of , 2020 by and between:		
CONSULTANT: License/Registration No. PLS 7935	CLIENT:	
Name Cinquini & Passarino, Inc.	Name	Hidden Valley Lake CSD
Address1360 N. Dutton Avenue, Suite 150	Address	19400 Hartmann Road
Santa Rosa, CA 95401		Hidden Valley Lake, CA 95467
	Email:	agordon@hvlcsd.org
Telephone No. (707) 542-6268 Facsimile No. (707) 542-2106	Telephone No.	707.987.9213 Facsimile No.:
The property upon which the services hereinafter described are to be perform	ned is located at _	
Hidden Valley Lake, California		

#### A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Assessors Parcel No(s) 142-301-01 ("the Property").

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

- 1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
- 2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "C" at reasonable intervals.
- 3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

#### **B. GENERAL PROVISIONS**

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the

Services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. Changes in Work Product. In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising

therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.

- 4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.
- 5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.
- 6. **Payment By Others.** If payment for Consultant's Services is to be made on behalf of Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.
- 7. **Late Charges.** In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payment impairs capital and business operations. The parties therefore agree that a charge of 1.5 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.
- 8. **Suspension or Termination of Agreement.** In addition to any and all rights of Consultant under this Agreement or otherwise for default of Client, Consultant shall have the right to suspend or terminate this Agreement upon the occurrence of any of the following events:
  - (a) Death of Client,
  - (b) Change in fifty percent (50%) or more in the ownership of Client
  - (c) Any material breech by Client of any provision of this Agreement, including the failure to make any payment when due, if such material breech remains uncured for more than twenty days following written notice to Client describing the nature of the breech and demand for cure.

Consultant may exercise the right of suspension or termination as provided herein by the delivery of written notice to Client informing Client of the suspension or termination, the effective date of such termination or suspension, and reason for same. Any written notice required under this Agreement shall be deemed to have been delivered to Client three days after the deposit of said notice in the U.S. Mail, first class postage prepaid, addressed to the Client at the address appearing at the outset of this Agreement, unless Client has previously provided Consultant with written notice of a change of address.

- 9. **Early Termination Release.** Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.
- 10. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.

- 11. **Government Changes.** If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.
- 12. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.
- 13. Additional Services. Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If Consultant determines that changed field or other conditions reasonably require or otherwise justify the provision of services in addition to those specified in this Agreement (such services to be referred to hereafter as "Additional Services"), Consultant shall by whatever means Consultant deems reasonable under the circumstances attempt to notify Client of the nature of such changed field or other conditions and the need for Additional Services. Regardless if Consultant successfully notifies Client of the changed field or other conditions and the need for Additional Services, Client authorizes Consultant to provide the Additional Services and agrees to pay for same at the rates set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.
- 14. Locating, Referencing or Resetting Monuments. In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.
- 15. **Restaking.** In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.
- 16. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the Services.
- 17. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
- 18. **Governmental Actions.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

- 19. **Performance of Others.** Client acknowledges that Consultant is not responsible for the performance of services by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.
- 20. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.
- 21. **Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of Services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
- 22. **Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.
- 23. **Hold Harmless.** Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.
- 24. Insurance. Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached, (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.
- 25. **Liability Limits.** Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to \$50,000 or Consultant's fees, whichever is greater.
- 26. **Estimates.** Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.
- 27. **No Representations.** Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.
- 28. **Non-Responsibility for Job-Site Conditions**. Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.

- 29. **No Warranties.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 30. **Nonliability for Hazardous Materials.** Client acknowledges that Consultant's scope of Services for this project does not include any services related, in any way, to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job-site or should it in any other way become known that such materials are present or may be present on the job-site or any adjacent or nearby areas which may affect Consultant's Services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the Services provided by Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of Consultant.

- 31. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.
- 32. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.
- 33. Other and Further Performance. Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.
- 34. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.
- 35. **Validity**. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
- 36. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 37. **Arbitration of Disputes.** Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration and not in a court of law. The dispute will be settled in accordance with the Rules of the American Arbitration Association, and judgment will be entered on the award. The arbitrator will award attorneys' fees to the prevailing party. If a party after due notice fails to appear at and participate in the proceedings, the arbitrator will make an award based on the evidence presented by the party who does participate.
- 38. **Venue.** In the event either party institutes any proceeding to enforce or interpret the provisions of this Agreement, such proceeding shall be brought and adjudicated in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.
- 39. **Attorneys' Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorneys' fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.
- 40. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or

award in Client's favor, (b) the action is dismissed, or (c) judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.

- 41. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 42. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- 43. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
- 44. Acceptance and Commencement. By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.
- 45. **Miscellaneous**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Electronically transmitted copies of executed counterparts of this Agreement shall have the same force and effect as the originals.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

#### CONSULTANT: Cinquini & Passarino, Inc.

Ву			
Ja	mes M. Dickey		
Title:	President		
Date:			
_			

#### **CLIENT: Hidden Valley Lake CSD**

IJУ.			
	Authorized Signature		
Title	ə: <u> </u>		
	Print Name and Title		
Dat	e:		
$\boxtimes$	Exhibit "A" attached:		
$\square$	Evhibit "D" attached	Client's Initials	
$\triangle$	Exhibit "B" attached:	Client's Initials	
$\boxtimes$	Exhibit "C" attached:		
		Client's Initials	

#### Exhibit 'A'

#### Proposal for Legal Description and Plat APN <u>142-301-01</u> Hidden Valley Lake

Cinquini & Passarino, Inc. will provide the following Scope of Work:

#### **Item I – Legal Description and Plat:**

- This proposal is prepared under the consideration of that Hidden Valley Lake CSD is a "Public Utility".
- Prepare an exhibit showing the proposed location for the 2.2-acre parcel to be swapped with the same acreage of an HVL Home Owners Association's parcel. Subdivision Map 11 SM 05-14, Lake County Records will be used for this exhibit, no field work is anticipated.
- Prepare a legal description and plat for the proposed 2.2-acre parcel.

Deliverable: Signed & sealed Legal Description and Plat in PDF format.

# The estimated for Item I is \$2,000.00. All work will be performed on an hourly basis in accordance with our standard fee schedule (Exhibit 'C').

The estimated time of completion for Item I is 10 to 15 working days from authorization to proceed.

#### <u>Item II – Record of Survey and Monumentation (optional):</u>

- Set monumentation for the boundary of the proposed 2.2-acre parcel
- A Record of Survey is required in accordance with Section 8762, of the California Land Surveyor's Act. We will prepare a Record of Survey Map and file it with the Lake County Surveyor.

# The estimated fee for Item II is \$5,070.00. All work will be performed on an hourly basis in accordance with our standard fee schedule (Exhibit 'C').

(THIS ITEM <u>DOES NOT</u> INCLUDE LAKE COUNTY SURVEYOR CHECKING FEES, PRINTING AND RECORDING FEES ESTIMATED TO BE +/- \$500.00)

The estimated time of completion for Item II is 15 to 20 working days from authorization to proceed. <u>State and County's shelter-in-place orders</u> may affect this schedule.

#### ALL PRICES ARE FOR NINETY (90) DAYS FROM DATE OF THIS LETTER OF AUTHORIZATION

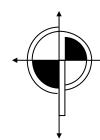
Please be advised that this Scope of Work does not include governmental fees, title company fees or printing. Any additional services above and beyond this Scope of Work will be provided upon authorized request and will be billed to your project on an hourly basis in accordance with our fee schedule (EXHIBIT 'C').

Our insurance coverage is as follows:

GENERAL LIABILITY	\$2,000,000.
AUTO LIABILITY	\$1,000,000.
WORKER'S COMPENSATION	\$1,000,000.
PROFESSIONAL LIABILITY	\$3,000,000.
SUAS/DRONE LIABILITY	\$1,000,000.

#### Exhibit 'B'

WE WILL REQUIRE A FULLY EXECUTED AGREEMENT PRIOR TO THE COMMENCEMENT OF WORK. UPON RECEIPT OF OUR INVOICE AND COMPLETION AND DELIVERY OF THE SCOPE OF WORK.	PAYMENT IS DUE



▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION ▲ INFRASTRUCTURE

# EXHIBIT C HOURLY FEE SCHEDULE

MARCH 1, 2020 TO FEBRUARY 29, 2021

#### OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) \$460.00 per hour

EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS

Professional Land Surveyor \$260.00 per hour

LEGAL RESEARCH & COURT EXHIBITS

Principal Professional Land Surveyor \$200.00 per hour

Senior Professional Land Surveyor \$190.00 per hour

Professional Land Surveyor \$160.00 - \$180.00 per hour

Survey Technician \$118.00 - \$160.00 per hour

(PLUS MATERIAL)

GIS Analyst \$134.00 per hour

Remote Pilot \$185.00 - \$205.00 per hour

INCLUDES MISSION PLANNING, VEHICLES, UAS/DRONE, MILEAGE & MATERIAL

Word Processing, Clerical and Deliveries \$98.00 per hour

#### FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party \$190.00 per hour

1 Person GPS Party \$215.00 per hour

2 Person Field Party \$285.00 per hour

FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN

3 Person Field Party \$395.00 per hour

FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.

4 - Person Field Party \$460.00 per hour

Field crews consist of party chief, 3 chainmen or chainman & 2 flagpersons.

#### **SUPPLEMENTAL ITEMS**

Outside Contract Work

Overtime Work

Overtime Work

1.2 x base rate

Over 8 Hours on Saturday, all day on Sundays or Holiday

Night Work *(shifts starting after 4 PM or before 5 AM)*1.4 x base crew rate

10% additional over base rates

Travel Time for 2-Man Crew \$120.00 per hour

(beyond 1 hour of travel outside an 8 hour workday)

GEDO Scan Equipment is subject to a \$1,000.00 per day usage charge

Schedule 2020/2021

#### |-----| QUOTATION HDSFM NO. 228397 D/B/A USABLUEBOOK PO Box 9004 Page 1 Gurnee, IL 60031-9004 Toll free: 1-800-548-1234 07/10/20 Fax: (847) 689-3030 Ship-to: Bill-to: HIDDEN VALLEY LAKE CSD HIDDEN VALLEY LAKE CSD 19400 HARTMANN RD 19400 HARTMANN RD HIDDEN VALLEY L CA 95467-8371 HIDDEN VALL LK, CA 95467 USA USA \_\_\_\_\_\_ REFERENCE # | EXPIRES | SLSP|TERMS | WH | FREIGHT | SHIP VIA \_\_:\_\_\_:\_\_: QUOTE | 08/09/20 | CMC | NET 30 | 21 | FXD/PPD | FEDEXGRND \_\_\_\_\_\_\_ QUOTED BY: CMC | QUOTED TO: ALYSSA GORDON \_\_\_\_\_\_ ITEM DESCRIPTION | QUANTITY | UM | PRICE | UM | EXTENSION \_\_\_\_\_\_ Tychem TK Level A Suit 1|EA| 1129.50|EA| 1129.50 76897 Size - XL 2294.95 EA 71440 (HM) MSA 30 Min. Aluminum SCBA 1 | EA | 2294.95 Airhawk Unit with Facemask SCBA LEADTIME 10-14 DAYS WAITING FOR LEADTIME ON LEVEL A SUIT Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed. TO ORDER --For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook. Authorization Signature PO Number (if required) |MERCHANDISE| MISC| TAX| FREIGHT| TOTAL 3424.45| .00| .00| 51.40| 3475.85 |-----USE THIS QUOTE # ON PO's!

#### QUOTATION HDSFM NO. 228594 D/B/A USABLUEBOOK PO Box 9004 Page 1 Gurnee, IL 60031-9004 Toll free: 1-800-548-1234 07/16/20 Fax: (847) 689-3030 Ship-to: Bill-to: HIDDEN VALLEY LAKE CSD HIDDEN VALLEY LAKE CSD 18896 GRANGE RD 19400 HARTMANN RD MIDDLETOWN CA 95461 HIDDEN VALL LK, CA 95467 USA USA \_\_\_\_\_\_ REFERENCE # | EXPIRES | SLSP|TERMS | WH | FREIGHT|SHIP VIA \_\_\_\_\_\_\_\_\_\_\_ SF-11799\_2 | 08/12/20 | MRD | NET 30 | 21 | FXD/PPD | FEDEXGRND \_\_\_\_\_\_ QUOTED BY: MRD | QUOTED TO: DENNIS WHITE \_\_\_\_\_\_ ITEM DESCRIPTION | QUANTITY|UM| PRICE|UM| EXTENSION \_\_\_\_\_\_ | Freeze Proof Shower/Eyewash | 1 | EA | 1621.75 | EA | 1621.75 | W/Separate Controls, 2 PC ITEM | 42587 Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed. TO ORDER --For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook. PO Number (if required) Authorization Signature MERCHANDISE | MISC | TAX | FREIGHT | TOTAL 1621.75| .00| .00| 81.70| 1703.45 |-----USE THIS QUOTE # ON PO's! \_\_\_\_\_\_

|-----|

## Water

Funded Priority	Project Description	F	Y 2020/2021	F	Y 2021/2022	Y 2022/2023	F	Y 2023/2024	F	Y 2024/2025
1	Wildfire Resilience/Reliable Water Supply/Replace wooden tanks	\$	360,000.00	\$	360,000.00	\$ 360,000.00	\$	360,000.00	\$	360,000.00
3	Disaster mitigation/SCADA Upgrade	\$	30,000.00	\$	30,000.00	\$ 30,000.00	\$	30,000.00	\$	30,000.00
2	Reliable Water Supply/Automatic Metering Infrastructure	\$	200,000.00	\$	320,000.00	\$ 320,000.00	\$	320,000.00	\$	320,000.00
4	Wildfire Resilience/ Reliable Water Supply/PSPS Backup power supply	\$	50,000.00	\$	50,000.00	\$ 50,000.00	\$	50,000.00	\$	50,000.00
7	IT Upgrades/Records Retention/Increase storage capacity						\$	50,000.00		
5	Reliable Water Supply/Leak Repair/Mini-Excavator	\$	50,000.00							
6	Regulatory Compliance/Dump Truck	\$	75,000.00							
	Top 6 priorities	\$	765,000.00	\$	760,000.00	\$ 760,000.00	\$	810,000.00	\$	760,000.00
<b>Unfunded Priority</b>	Project Description	F	Y 2020/2021	F	Y 2021/2022	Y 2022/2023	F	Y 2023/2024	F	Y 2024/2025
	Reliable Water Supply/Water Quality/Repair water lines	\$	540,000.00	\$	540,000.00	\$ 540,000.00	\$	540,000.00	\$	540,000.00
	Wildfire Resilience/Upgrade Fire Hydrants	\$	760,000.00	\$	760,000.00	\$ 760,000.00	\$	760,000.00	\$	760,000.00
		\$	1,300,000.00	\$	1,300,000.00	\$ 1,300,000.00	\$	1,300,000.00	\$	1,300,000.00

\*\*Projects removed

Admin Vehicle

MMN Water Main

VaccTruck

Reliable Water Supply/Contaminant Reduction/New Well

#### Penny Cuadras

From:

Morgan Biggerstaff < Mbiggerstaff@bpmnj.com>

Sent:

Monday, June 29, 2020 3:00 PM

To:

Penny Cuadras Doug Coty

Cc: Subject:

Suggested Revisions to Resolution 2020-06

Hello Penny,

Thanks for speaking with me this morning to clarify which fees and charges the District is seeking to collect via Resolution 2020-06. I spoke to Doug and confirmed my understanding of the procedure for collecting the connection fees. Below are my suggestions/advice with regards to adopting Resolution 2020-06. I wasn't clear if you wanted me to do actual revisions to Resolution 2020-06 myself. If so, just let me know and I will revise in redline so you may track the changes.

- You can build in automatic increases for the Connection Fees, but you have to do it in a specific way (see below). Otherwise, you can just adopt the Connection Fees each year.
  - These fees are not governed by AB3030, but are instead governed by Government Code Section 66016. I would omit the language referencing Government Code Section 53756.
  - The resolution must first adopt the fees for that year (i.e. the dollar amounts you currently have listed in Resolution 2020-06).
  - The resolution must then have a 2<sup>nd</sup> provision that states the adopted fees will be increased by not more than (for example) 3% annually in accordance with the Consumer Price Index for cost of water meters. You should try to find some sort of Index (such as Engineering News-Record; if it even lists the cost of water meters) to peg your annual increase to. The purpose of all this is so the customers can reasonably figure out how much the cost of the meters will go up each year.
  - You can do the same automatic adjustment I just laid out for the "Meter Install Fee" (i.e. the labor cost). Instead, you would need to peg your annual adjustment to the labor costs as laid out in the District's labor agreement.
- I highly suggest changing the tables contained in Resolution 2020-06 to separate Connection Fees from Capacity Charges.
  - Connection Fees include the materials and labor for physically connecting to the system = "Meter Install Fee" and the 4 "Meter Cost" fees (based on meter size).
  - Capacity Charges = the 4 "Maximum Potable Capacity Fee Per Meter" charges (also based on meter size).
  - I would also separate the "Sewer Inspection Fee" from the "Sewer Capacity Charges Per HEU" based on the same reasoning.
- The process for increasing (or adding) these types of fees and charges requires the following:
  - The District must adopt Resolution 2020-06 at a regular meeting. Your next Regular Meeting should be July 21<sup>st</sup>, correct?
  - o If anyone has filed a written request to be notified about these fees and charges (not the water rates), the District must mail them a notice at least 14 days before the meeting stating:
    - the time and place of the meeting,
    - a general explanation of the matter to be considered,
    - and a statement that the data required is available.
  - At least 10 days before the meeting, you must make the data available to the public indicating the cost required to provide the service and the revenue sources anticipated to pay.

In this case, the data would be your NBS report *and* something showing the costs of the water meters (invoices/price quotes from your meter supplier).

As we discussed, I will likely be available for any meeting where Resolution 2020-06 will be discussed. Just let me know. And feel free to call if you have any follow up questions.

Sincerely,

MORGAN S. BIGGERSTAFF, ESQ. Bold, Polisner, Maddow, Nelson & Judson

A Professional Corporation 2125 Oak Grove Road, Suite 210, Walnut Creek, CA 94598

Phone: (925) 933-7777 Fax: (925) 933-7804

E-mail: Mbiggerstaff@bpmnj.com

Given the present health concerns posed by COVID-19, we have implemented a remote working environment. We appreciate your patience and understanding as we adapt to this temporary change.

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#### Penny Cuadras

From:

Morgan Biggerstaff < Mbiggerstaff@bpmnj.com>

Sent:

Thursday, July 16, 2020 3:27 PM

To:

Penny Cuadras

Cc:

Doug Coty

Subject:

RE: Additional Time to Review Ordinance 57.1 and Revise Resolution 2020-06

#### Penny,

I think we will have a resolution that implements the capacity fees (also known as capacity charges in Government Code section 66013) in time to present to the Board on July 21st. However, I have asked Doug to review my draft of the resolution to make sure we can accomplish everything else (i.e. the meter connection fees and sewer inspection fee). We are limited by the fact that the ordinances you sent me don't address the Board's authority or the rules/process for adopting the capacity fees, connection fees and other miscellaneous fees.

Ordinance 57.1 requires that rates, fees and charges be adopted by resolution; and it references Ordinance 2015-56 and 2015-57 (which you sent me). I also came across some confusing and sometimes contradictory language in Ordinance 57.1. Ordinances 56 and 57 authorize the Board to adopt water/wastewater rates, but not the other fees and charges mentioned above. In short, these ordinances don't authorize everything the District might have thought they authorized.

The good news – state law does authorize the Board to adopt capacity fees (you will see my reference to Government Code 66013 in Resolution 2020-06); and so I think we will be able to get Resolution 2020-06 over the finish line. Doug and I believe a broad cleanup of the District's ordinances and resolutions is necessary; and we recommend doing that cleanup once a new manager has settled in.

#### Sincerely,

Morgan S. Biggerstaff Attorney at Law Bold, Polisner, Maddow, Nelson, & Judson 2125 Oak Grove Road, Suite 210 Walnut Creek, California 94598

Phone: (925) 933-7777 Fax: (925) 933-7804

Email: mbiggerstaff@bpmni.com

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From: Penny Cuadras <pcuadras@hvlcsd.org> Sent: Wednesday, July 15, 2020 12:09 PM

To: Morgan Biggerstaff < Mbiggerstaff@bpmni.com>

Cc: Doug Coty < DCoty@bpmnj.com>

Subject: RE: Additional Time to Review Ordinance 57.1 and Revise Resolution 2020-06

#### Morgan,

Let's move forward with your recommendation, I have attached Ord 56 and 57 for your review. Will it be possible to have this completed and ready for Board approval on 7/21?

Please let me know if you need anything more.

#### PENNY CUADRAS,

Secretary to the Board, Administrative Assistant Hidden Valley Lake CSD pcuadras@hvlcsd.org Phone (707)987-9201 Fax (707)987-3237 One Water!

#### Water Conservation! It's for Life!

www.SaveOurWater.com

From: Morgan Biggerstaff < Mbiggerstaff@bpmni.com>

Sent: Wednesday, July 15, 2020 10:31 AM To: Penny Cuadras < pcuadras@hvlcsd.org> Cc: Doug Coty < DCoty@bpmnj.com>

Subject: Additional Time to Review Ordinance 57.1 and Revise Resolution 2020-06

Good Morning Penny,

I have reviewed Ordinance 57.1 and spoken with Doug about it; and have completed most of the revisions to Resolution 2020-06. However, we will need another 2-3 hours to complete the revisions and offer a more comprehensive review of Ordinance 57.1 based on the fact that the language contained in Ordinance 57.1 refers back to Ordinances 2015-56 and 2015-57, which apparently are the Ordinances that authorize the Board's adoption of rates and other fees and charges. I need this additional time to make sure that these ordinances do what Resolution 2020-06 says they do. Can you also please send me Ordinance 2015-56 and 2015-57 so that I can confirm what these ordinances do?

From what I can tell, it appears that the District used to adopt the rates separately from the other fees and charges. I looked at Resolution 2019-12 from last year and it appears the District combined all the different rates, fees and charges into one resolution. This seems to have caused some confusion...the water rates are governed by certain state laws whereas the capacity fees/connection fees/miscellaneous fees are governed by other state laws. Big picture - We will need to ensure that each rate, fee or charge is properly adopted and referenced, whether through a single resolution or multiple resolutions. We will also need to have a discussion about whether the rates, fees and charges should be adopted annually or at some other interval.

Feel free to call if you have any questions

Sincerely,

Morgan S. Biggerstaff Attorney at Law Bold, Polisner, Maddow, Nelson, & Judson 2125 Oak Grove Road, Suite 210 Walnut Creek, California 94598

Phone: (925) 933-7777 Fax: (925) 933-7804

Email: mbiggerstaff@bpmni.com