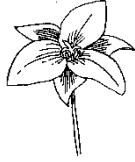


WESTHAVEN COMMUNITY SERVICES DISTRICT

P.O. Box 2015 (446 B 6th Ave. Westhaven) Trinidad CA 95570 (707) 677-0798 wcsd@suddenlinkmail.com



REGULAR MONTHLY BOARD MEETING AGENDA

The regular meeting of the Board of Directors of the Westhaven Community Services District will be held

Wednesday December 15, 2021 at 6:30 p.m. Due to the coronavirus pandemic, until further notice, this and upcoming WCSD Board meetings will be held virtually using ZOOM.

How to Submit Public Comment:

Members of the public may provide public comment before and during the meeting by sending email comments to the WCSD Manager at prosenblatt.wcsd@suddenlinkmail.com. Such email comments must identify the agenda item number in the subject line of the email. The comments will be read into the record, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Board President's discretion. If a comment is received after an agenda item is heard, but before the close of the meeting, the comment will be included as a part of the written record of the meeting but will not be read into the record during the meeting.

Topic: WCSD Monthly Meeting for December, 2021

Time: Dec 15, 2021 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://humboldtstate.zoom.us/j/86109627730>

Meeting ID: 861 0962 7730

One tap mobile +16699006833,,88410652556# US (San Jose)

1. CALL TO ORDER

2. PUBLIC COMMENT

Materials related to an item on this Agenda, including materials submitted to the Board after distribution of the Board Packets, are available for public inspection in the WCSD Office at 446 B Sixth Avenue.

Members of the public are invited to comment on any matter within the authority of the WCSD.

Comments may also be offered during the discussion of any item on the agenda.

Board discussion of matters not appearing on the published agenda is prohibited by law.

3. AMEND / APPROVE ORDER OF AGENDA ITEMS

4. RESOLUTION 2021.9 REGARDING AB361 REMOTE MEETING

4.1 Resolution 2021.9 Regarding AB 361 Remote Meeting Via Zoom

5. AMEND / APPROVE MINUTES

5.1 October 20, 2021 - Regular meeting minutes **Discussion/Approval**

6. FINANCIAL REPORTS, DISCUSSIONS AND APPROVALS

6.1 Directors' Report – monthly billing and collections — **Discussion**

6.2 Water consumption and Sales – **Discussion**

6.3 Income / Expense Report. **Discussion**

6.4 Finance Officer's Recommendations – **Discussion**

6.5 Treasurer's Report and Recommendations – **Discussion**

6.6 November warrants – **Discussion/Approval**

7. MANAGER'S REPORT

7.1 Water loss: Large leak the night before Thanksgiving **Discussion**

8. **UPDATE ON DWR SMALL COMMUNITY DROUGHT FUNDING GRANT APPLICATION AND RELATED ACTIVITES**
 - 8.1 DWR Small Community Drought Grant Submitted on 9-27-2021. 12-8-2021 Grant manager assigned and funding agreement forthcoming.. Funding is to replace 5650 feet of polyethylene pipe installed in 1968. Drill and build out 3 proposed groundwater wells the district has been trying to drill since 2018. **Discussion/Approval**
 - 8.2 Update on activities related to well drilling. **Discussion**
 - 8.3 DWR Multi Benefit grant application. Proposed grant project to replace railroad grade culvert/s/Humboldt crossing/s and Transit avenue culvert/Humboldt crossing. . **Discussion/Approval**
9. **TECHNICAL ASSISTANCE GRANT FROM DEPT OF FINANCIAL ASSISTANCE**
 - 9.1 Update on progress of technical assistance grant from DFA.-**Discussion**
10. **ORDINANCE 2014-2 ADOPTING A WATER CONSERVATION PROGRAM AND WATER SUPPLY EMERGENCY.REVIEW OF FORESEEABLE WATER SHORTAGES AND EMERGENCY STRATEGIES DISCUSSION/APPROVAL**
 - 10.1 Ordinance 2014.2 Adopting a water conservation program and water supply emergency. **Discussion/Approval**
11. **REPORT FROM COMMITTEE TO NEGOTIATE EASEMENT AGREEMENT FOR WELL 3 ON VERICK PROPERTY**
 - 11.1 Report from committee to negotiate an easement agreement for Well 3 on Verick's property **Discussion/Approval**
12. **MANAGERS PERFORMANCE REVIEW**
 - 12.1 Annual performance review for WCSD Manager **Discussion/Approval**
 - 12.2 Closed session for Managers performance review **Discussion/Approval**
 - 12.3 Managers performance objectives. **Discussion/Approval**
13. **DISCUSSION OF PHILOSOPHICAL, POLITICAL AND META ISSUE ASPECTS OF THE DISTRICT'S EXISTENCE AND OPERATION**
 - 13.1 Discussion of philosophical, political and meta issue aspects of the District's existence and operation **Discussion**
14. **CLOSED SESSION FOR DISCUSSION OF PERSONNEL MATTERS**
 - 14.1 Closed session for personnel matters. **Discussion/Approval**
15. **BOARD MEETING CALENDER FOR 2022**
 - 15.1 Proposed 2022 Board Meeting Calendar **Discussion/Approval**
16. **EMERGENCY INTERTIE WITH THE CITY OF TRINIDAD**
 - 16.1 The City of Trinidad is submitting a DWR multi benefit grant application including an Emergency intertie with the Westhaven CSD. Director Hankin and Manager Rosenblatt have been working on this for many months. A meeting was held on December 13th with City representatives and Rosenblatt and Hankin. Works is under way to submit the necessary documents etc. to the city in order for the grant to be submitted by January 14th **Discussion/Approval**
17. **GENERAL ENGINEERING CONTRACT WITH PACE FOR GRANT APPLICATION SERVICES**
 - 17.1 PACE has asked the district to enter into a general engineering services contract for assisting with upcoming grant applications. It is similar to having an attorney on retainer. **Discussion/Approval**
18. **DRAFT LETTER TO LAFCO ABOUT RANCHERIA PIPELINE**
 - 18.1 Draft letter to LAFCO regarding the proposed Rancheria pipeline. **Discussion/Approval**
19. **ITEMS FROM MEMBERS OF THE BOARD FOR FUTURE MEETINGS**
20. **ADJOURN**

Regular Meetings of the Board occur on the 3rd Wednesday of the month at 6:30 Pm. The next Regular Meeting will be **January 15th, 2021**.and will be held via zoom
This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950.

Posting locations are: 1) WCSD Office; 2) Westhaven Fire Hall and online at the Westhaven CSD website @ westhavencsd.org

The Westhaven CSD will make reasonable effort to accommodate the participation of persons with disabilities.
If you require such accommodation, contact the WCSD office at 677-0798 at least 48 hours prior to the meeting.

WCSD RESOLUTION NO. 2021-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTHAVEN COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY AB 361 PASSED 9-20-2021 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE WESTHAVEN COMMUNITY SERVICES DISTRICT FOR THE PERIOD December 15, 2021 – January 19 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Westhaven Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Westhaven Community Services District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect, and

WHEREAS as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance; and

WHEREAS, the Board of Directors does hereby find that the Covid 19 pandemic, and, social distancing orders has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Westhaven Community Services District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to

provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS Meeting agendas are posted at the district office and Fire Hall bulletin boards and online via the districts website www.westhavencsd.org and are open to all via Zoom. .

NOW, THEREFORE, THE BOARD OF DIRECTORS OF WESTHAVEN COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person pose a high potential of health risk.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of 9-17-2021

Section 4. Remote Teleconference Meetings. The staff and General Manager and legislative bodies of the Westhaven Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the 19th of November 2021 or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Westhaven Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and ADOPTED this 15th day of December, 2021 at a Meeting of the Westhaven Community Service District by the following vote:

Ayes:

Noes:

Absent: None

Abstain: None

ATTEST:

William Verick, President
Westhaven Community Services District

Roxanne Levang, Secretary
Westhaven Community Services District

WESTHAVEN COMMUNITY SERVICES DISTRICT
Regular Meeting Minutes
November 17, 2021

1. CALL TO ORDER

Board President Verick called the meeting to order at 6:35 PM. In attendance were:

Board Members: Verick, Cline, Swisher & Llanos

Absent: Hankin

Staff: Rosenblatt & Levang

Guests: None

2. PUBLIC COMMENT

None at this time

3. AMEND / APPROVE ORDER OF AGENDA ITEMS

Verick suggested amending the agenda for the closed sessions, items 12 & 14, to be at the end of the meeting, and to move item 14 in front of item 12.

Verick moved to approve the order of agenda items as amended. Seconded by Llanos; all approved.

4. RESOLUTION 2021-9 REGARDING AB361 REMOTE MEETING

4.1 Resolution 2021-9 Regarding AB361 Remote Meeting Via Zoom

Verick moved to approve Resolution 2021.9 Remote Meeting. Seconded by Cline; all approved.

5. AMEND / APPROVE MINUTES

5.1 October 20, 2021 Regular meeting minutes

Revisions/corrections as follows:

On pages 2 & 3, correct ~~water shed~~ and ~~eco system~~ to *watershed* and *ecosystem*.

Page 3, midway through the 3rd paragraph, change "Paul noted that any ~~conversation~~ work" to "*conservation work*".

Page 3, last sentence in 3rd paragraph, change the ~~land trust~~ to *Trinidad Coast Land Trust*.

Page 4, Item 8.3, 1st sentence, proposed grant project to replace ~~railroad grade culvert/s~~, to *Railroad Grade culvert/s*.

Item 8.3, Fish and Wildlife should read CA Department of Fish and Wildlife.

Item 8.3, second to the last sentence, change, "looked at the area ~~and there is a potential for funding to fix old...~~" to, "*looked at the area to review the technical aspects of the project. There is a potential for funding to fix old...*"

Verick moved to approve October 20, 2021 minutes as corrected and amended. Seconded by Swisher; all approved.

6. FINANCIAL REPORTS, DISCUSSION AND APPROVALS

6.1 Director's Report-monthly billings and collections - discussion

Board packets contained Directors report. Total October, 2021 water sales were \$21,747.72, and total receivables were \$25,514.98. No discussion

5.2 Water Consumption and Sales

Board packets contained Water Consumption and Billings-Commodity Charges Only report.

October, 2021 gallons billed 519,020; average gallon per day per meter readings 97; per person 44, average monthly charge per accounts \$37.90; total monthly charges \$7,846; monthly deviation from budget -\$497. No Discussion.

6.3 Income & Expense Report – discussion

Board packets contained an Income & Expense report for October, 2021. Total income \$17,925, total expense \$15,099, with a net operating income of \$2,826. No discussion.

6.4 Finance Officer's Recommendations – No recommendations

6.5 Treasurer's Report and Recommendations – discussion

Board packets contained a copy of the October, 2021 Treasurer's report. Account balances were as follows: Capital Reserves \$231,123.74; Operating Reserves \$52,222.; DWR Reserve CD \$28,850.14; DWR Loan Savings \$4,428.33; Checking Account as of 11/10/2021 \$41,018.17. It was noted that the report needs to be corrected by removing the amounts under the column head "F/Y Budgeted Contribution".

6.6 February's warrants – discussion/approval

Verick moved to approve warrants #'s 6849 through 6878, plus one electronic payment to EDD and 9 debit card purchases, totaling \$14,512.78. Seconded by cline; all approved.

7. **MANAGER'S REPORT**

7.1 Water Loss – discussion

Board packets contained a summary table of 13 months water loss history. October, 2021 water loss is at 7.2%, average water loss in the last 13 months is 18%. No discussion.

7.2 Current Auditor Retired. Ralph Marcello, CPA, recommends the Pun Group for future audits. Rosenblatt reported to the board that Marcello came by the office to personally meet with him and announce his retirement. Marcello will be working with the Pun Group to help transition his clients to the new auditor. There was consensus by the board for Rosenblatt to reach out to the Pun Group to discuss them doing our next financial audit.

8. **SUBMISSION OF DWR SMALL COMMUNITY DROUGHT FUNDING GRANT APPLICATION AND RELATED ACTIVITIES**

8.1 DWR Small Community Drought Grant Submitted on 9/27/2021. On 11/4/2021 Rosenblatt received a Letter of Approval of funding. Funding is to replace 5650 feet of polyethylene pipe installed in 1968, and to drill and build out 3 proposed groundwater wells the district has been trying to drill since 2018. Rosenblatt said he has 3 bids to clear the property and remove trees at the 1st Avenue well site. Once an agreement is reached with Verick on his well site, Rosenblatt will move forward with that site preparation. He is trying to get ahead of the ball on the well sites. Rosenblatt is requesting an extension on the permits for 4th Avenue well site. He is working on getting commitments from the drillers with the hope of the wells being drilled next summer. Verick congratulated and thanked Rosenblatt for all his work in getting this funding.

8.2 Update on Activities related to well drilling. Rosenblatt is getting the sites ready to be drilled as soon as the weather is good and he gets a commitment from drillers. Rosenblatt said we are on the drillers "dance card". Once the drillers get started he thinks a well can be drilled, depending on what they find, in a day. The pump test will take 72 hours.

8.3 DWR Multi Benefit grant application. Proposed grant project to replace Railroad Grade Culvert/s/Humboldt crossing/s and Transit Avenue culvert/Humboldt crossing. Rosenblatt reported that there are 8 total sites. Llanos and Rosenblatt have been reviewing multiple of these sites. Rosenblatt is proposing, among many things, replacing all the asbestos concrete pipe, which is very vulnerable, and replacing 10 or 11 hydrants, and culverts that have failed, and armoring the side of the bank in a few spots. Rosenblatt and Llanos displayed and reviewed the map Llanos created of the area.

9. TECHNICAL ASSISTANCE GRANT FROM STATE DIVISION OF FINANCIAL ASSISTANCE (DFA)

9.1 Update on progress of technical assistance grant from DFA

Rosenblatt had a meeting today to discuss DFA increasing funds by \$30,000 to \$40,000. It looks like the request will be granted.

10. ORDINANCE 2014-2 ADOPTING A WATER CONSERVATION PROGRAM AND WATER SUPPLY EMERGENCY. REVIEW OF FORESEEABLE WATER SHORTAGES AND EMERGENCY STRATEGIES.

10.1 Ordinance 2014.2 Adopting a water conservation program and water supply emergency.

Hankin was not at the meeting but he had provided a copy of the Ordinance with his proposed changes. There was a discussion regarding the steps to take to turn off someone's water.

Swisher said he thinks the procedure is governed by State codes. In the unlikelyhood the district would ever need to follow through on something like this the board could call a special meeting to expedite the matter. The group had a couple additional revisions to the Ordinance as follows:

Under the 11th WHEREAS change ~~per household~~ to *per capita*

Page 2, #4, second line, change total ~~source~~ to total *production*

Page 3, #5, change, Fire Hall and ~~on opening page~~ the WCWSD website to on *the homepage of the WCSD website*.

Verick moved to approve the changes/revision to Ordinance 2014-2. Seconded by Llanos; all approved

11. REPORT FROM COMMITTEE TO NEGOTIATE EASEMENT AGREEMENT FOR WELL 3 ON VERICK PROPERTY

11.1 Cline took over the meeting. The committee has not talked to an attorney yet to draw up the easement agreement. Hopefully they will have an agreement before the end of the year.

12. MANAGERS PERFORMANCE REVIEW

12.1 Annual performance review for WCSD Manager- closed session moved to after the end of the regular meeting.

12.3 Managers performance objectives - postponed

13. DISCUSSION OF PHILOSOPHICAL, POLITICAL AND META ISSUE ASPECTS OF THE DISTRICT'S EXISTANCE AND OPERATION

14.1 Discussion of philosophical, political and meta issue aspects of the District's existence and operation – No discussion

14. CLOSED SESSION FOR DISCUSSION OF PERSONNEL MATTERS – Moved to end of meeting.**15. ITEMS FROM MEMBERS OF THE BOARD FOR FUTURE MEETINGS**

None

15. REGULAR MEETING ADJOURN (Closed session Items 14 & 12 to follow)

Verick adjourned the meeting at 7:40 PM.

Respectfully Submitted,
Roxanne Levang, WCSD Secretary

Directors Report

Item 6.1

Westhaven CSD

Water Pumped This Month	785,300 Gallons
Water Sold This Month	536,010 Gallons
Water Loss	249,290 Gallons
Water Loss (%)	31.75 %

	Amount (\$)	# Of Accounts
Total Water	21,762.16	232
Total Late Charge	88.85	40
Total Adjustments	-406.05	22
Total Current Charges	21,444.96	232
<hr/>		
Amount Past Due 1-30 Days	3,396.86	35
Amount Past Due 31-60 Days	1,043.92	10
Amount Past Due Over 60 Days	3,665.39	5
Amount Of Overpayments/Prepayments	-6,178.88	57
Total Receivables	23,372.25	232

Total Receipts On Account	23,587.69	185
Net Change in Memberships	0.00	0
Amount of All Memberships	0.00	

Turned Off Accounts (Amount Owed)	0.00	12
Collection Accounts (Amount Owed)	0.00	12
Number Of Unread (Turned On) Meters		
Average Usage For Active Meters	2,281	235
Average Water Charge For Active Meters	93.80	232

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		0	0	0.00	0.00
40,001-50,000		0	0	0.00	0.00
30,001-40,000		0	0	0.00	0.00
20,001-30,000		0	0	0.00	0.00
10,001-20,000		1	11,760	2.19	1.13
8,001-10,000		2	17,870	3.33	1.82
6,001-8,000		7	45,490	8.49	5.13
4,001-6,000		32	155,240	28.96	19.49
2,001-4,000		75	209,800	39.14	34.83
1-2,000		91	95,850	17.88	30.95
Zero Usage		27	0	0.00	6.65
<hr/>					
Total Meters		235	536,010	100.00	100.00

WATER CONSUMPTION AND BILLINGS - COMMODITY CHARGES ONLY**ITEM 6.2**

Annual adjustments to the commodity rates involve estimation of anticipated water use.

This report tracks billings as compared to budgeted averages based on all meters showing any use.

It is not weighted to anticipate seasonal variations in water use.

Adjustments for reported customer leaks have **not** been included in the monthly totals.

To compare this year's to last year's trend go to the column on the far right. ↓

	DAYS BILLED	GALLONS BILLED	TOTAL NON-ZERO METERS	AVG. GAL/DAY PER METER	AVG. GAL/DAY PER PERSON AT 2.20	AVG. MONTHLY CHARGE PER ACCT.	TOTAL MONTHLY CHARGES	MONTHLY DEVIATION FROM BUDGET	CUMMULATIVE DEVIATION
2021-2022									
JUNE	28	793,200	205	138	63	\$58.87	\$12,069	\$3,726	\$3,726
JULY	28	612,060	206	106	48	\$45.22	\$9,314	\$971	\$4,697
AUG	34	773,350	209	109	49	\$55.99	\$11,702	\$3,359	\$8,056
SEPT	28	629,620	205	110	50	\$43.29	\$8,874	\$531	\$8,586
OCT	29	519,020	207	97	44	\$37.90	\$7,846	-\$497	\$8,089
NOV	33	583,870	207	113	51	\$39.43	\$8,161	-\$182	\$7,907
AVG.	28	651,853	207	113	51	\$46.79	\$9,661	\$1,318	
TOTAL		3,911,120					\$57,968		\$7,907
LEAK ADJ.		114,233					\$984		
NET		3,796,887	AFTER LEAK ADJUSTMENTS				\$56,984		\$6,924

BUDGETED COMMODITY PER MONTH \$41.96 \$8,561
 BUDGETED ANNUAL COMMODITY INCOME \$102,729

SOLD TO DATE

2021-2022 3,911,120 = 83%
 2020-2021 4,693,540 OF 20-21

TOTAL BILLINGS TO DATE

2021-2022 \$57,968 = 90%
 2020-2021 \$64,749 OF 20-21

2020-2021

JUN	33	801,120	211	115	52	\$56.53	\$11,928	\$3,584	\$3,584
JULY	29	785,150	211	128	58	\$54.68	\$11,538	\$3,194	\$6,779
AUG	28	782,340	213	131	60	\$53.95	\$11,492	\$3,149	\$9,927
SEP	35	850,140	212	115	52	\$58.75	\$12,455	\$4,111	\$14,038
OCT	28	747,280	210	127	58	\$45.56	\$9,567	\$1,224	\$15,262
NOV	28	727,510	210	124	56	\$37.00	\$7,769	-\$574	\$14,688
DEC	35	914,350	207	126	57	\$45.70	\$9,459	\$1,116	\$15,804
JAN	28	677,930	205	118	54	\$35.91	\$7,361	-\$982	\$14,822
FEB	30	513,560	207	83	38	\$37.59	\$7,782	-\$562	\$14,260
MAR	33	681,830	206	100	46	\$44.32	\$9,129	\$786	\$15,046
APR	28	669,590	206	116	53	\$38.98	\$8,031	-\$313	\$14,734
MAY	34	788,600	210	110	50	\$46.74	\$9,815	\$1,471	\$16,205
AVG.	30	744,950	209	119	54	\$46.38	\$9,694	\$1,350	
TOTAL		8,939,400					\$116,326		\$16,205
LEAK ADJ.		137,315					\$1,048		
NET		8,802,085	AFTER LEAK ADJUSTMENTS				\$115,278		\$15,157

BUDGETED COMMODITY PER MONTH \$40.63 \$8,288
 BUDGETED ANNUAL COMMODITY INCOME \$99,452

SOLD TO DATE

2020-2021 4,693,540 = 105%
 2019-2020 4,463,000 OF 19-20

TOTAL BILLINGS TO DATE

2020-2021 \$64,749 = 104%
 2019-2020 \$62,282 OF 19-20

**Westhaven Community Services District
FY 2020-2021 Income / Expense Report
as of November 30, 2021**

ITEM 6.3

<u>OPERATING BUDGET</u>		<u>CURRENT</u>			<u>CUMULATIVE</u>			
Annual								
<u>Budget</u>	<u>Income</u>	<u>Nov. 2021</u>	<u>Monthly Budget</u>	<u>Over/Under</u>	<u>July 2021 thru Nov. 2021</u>	<u>Jul '21 thru Nov. 2021 Budget</u>	<u>Over/Under</u>	<u>% of Budget</u>
263,647	Water Sales	17,837	21,971	-4,134	98,050 ¹	90,519	7,531	108.3%
3,319	Water Services	340	277	63	2,769	1,383	1,386	200.2%
266,966	Total Income	18,177	22,247	-4,070	100,819	91,902	8,917	109.7%
	Expense							
2,802	Source of Supply	14	234	-220	405	1,168	-763	34.7%
10,098	Pumping	662	842	-180	3,983	4,208	-225	94.7%
37,521	Water Treatment	3,538	3,127	411	15,286	15,634	-348	97.8%
11,740	Transmission & Distribution	293 ₃	978	-685	9,798	4,892	4,906	200.3%
9,003	Customer Accounts	534	750	-216	2,770	3,751	-981	73.8%
138,899	Administrative & General	8,069 ₂	11,575	-3,506	55,928	57,875	-1,947	96.6%
10,000	Operating Reserves Contrib.	0	0	0	0	4,167	-4,167	0.0%
220,063	Total Expense	13,110	17,505	-4,396	88,170	91,693	-3,523	96.2%
	Net Operating Income	5,067	4,742		12,649			
	Capital/Other Expense							
26,402	DWR Loan	2,200	2,200	0	11,000	11,001	-1	100.0%
20,000	Capital Reserve	1,667	1,667	0	8,335	8,333	2	100.0%
46,402	Total Other Expense	3,867	3,867	0	19,335	19,334	1	100.0%

Income & Expense Report Notes:

¹ Changed formula subtracting Capital/Other expenses (\$46,402) from budget total so that the percentage of budget amounts would more accurately reflect actual budget percentages.

² Admin & General is over because Property & Liability Ins., \$3682 was paid and Workers comp, \$2936.

^{*} FYI: Under TA Grant, (does not show on Operating Budget Inc/Exp) \$8,000 to PG&E for Engineering advance for the plant project.

³ Transmission & Distribution is over in September because GRSundberg was paid \$3549.49 to repair main water line leak due to root daA10:R33al backflow testing \$2250; Backflow devise replacement \$254.

WESTHAVEN COMMUNITY SERVICES DISTRICT
Treasurer's Report
November 2021

ITEM # 6.5

<u>BALANCE</u>	<u>CURRENT RATE</u>	<u>TYPE LOCATION</u>	<u>F/Y BUDGETED CONTRIBUTION</u>	<u>F/Y CONTRIBUTIONS YET TO BE MADE</u>	<u>F/Y DEPOSITS TO DATE</u>	<u>F/Y WITHDRAWALS TO DATE</u>
\$231,123.74	1.69800	Capital Reserves Hum Co Fund 2600		\$ 20,000 *	\$14,952.35 7/16/21 for hydrant	1/1/2021 \$26,143.05
					Note: The last qrtly report we have received from the County was for quarter ended 9/30/2020	
\$52,222.00	0.24000	Operating Reserve LAIF # 16-12-005		\$ 10,000 **	\$42.58 \$31.78	7/15/21 Interest 10/15/21 Interest
\$28,850.14	0.50000	DWR CD Reserve CD Umpqua 2368	Held in reserve for the term of the loan - until 2024		\$36.32	September 2021 Interest
\$6,628.62	0.03000	DWR Loan Savings Saving Umpqua 0648	Accumulates for Semi-Annual payments of \$13,200.95 to Dept of Water Resources	Automatic Monthly deposit from checking of \$2200.23 (annual total \$26,402.76)	\$ 13,200.95	9/2/2021 Semi-Annual pymt
\$23,419.66		Checking Account (after warrants) Umpqua 5013				Checking Balance as of 12/9/2021

*Capital Reserves Contributions Shall be \$20,000 and should be made unless unforeseen District expenses or unexpected revenue shortfalls prevent making a full contribution (from Financial Procedures Manual) **Reserve contributions historically made at end of fiscal year.**

** Operating Reserves Contribution: Sufficient to maintain a minimum reserve of 25% of the total operating budget; surplus may be contributed to the Capital Reserve Funds (From Financial Procedures Manual)

2021/2022 Operating Budget \$220,064 X 25% = \$55,016

WESTHAVEN COMMUNITY SERVICES DISTRICT

Warrants November 18, 2021 - December 16, 2021

Number	Date	Amount	To Whom	Purpose
EFTPS OCT	11/24/2021	\$ 1,851.58	EFTPS	October Fed P/R tax deposit
EDD OCT	11/24/2021	\$ 211.74	EDD	October State P/R tax deposit
EFTPS NOV	11/26/2021	\$ 1,912.78	EFTPS	November Fed P/R tax deposit
EDD NOV	11/26/2021	\$ 233.20	EDD	November State P/R tax deposit
6879	11/24/2021	\$ 17.63	P. Rosenblatt	Reimburse for webcam & microphone
6880	12/1/2021	\$ 785.10	C. Butterworth	Payroll 11/16-11/30/2021
6881	12/1/2021	\$ 437.69	K. Martin	Payroll 11/16-11/30/2021
6882	12/1/2021	\$ 1,980.38	P. Rosenblatt	Payroll 11/16-11/30/2021
6883	12/1/2021	\$ 654.83	R. Levang	Payroll 11/16-11/30/2021
Debit 1	11/26/2021	\$ 10.91	Piersons Bldg Center	Ladder hook
6884	12/6/2021	\$ 106.56	AT&T	Plant telephone
6885	12/6/2021	\$ 53.88	B&B Portable Toilets	Rental 10/17-11/13/2021
6886	12/6/2021	\$ 611.92	CA Dept of Tax & Fee Admin	Water Rights Fees 7/1/21-6/30/2022
6887	12/6/2021	\$ 415.05	HumCo Environmental Health	Hazardous material facility fee
6888	12/6/2021	\$ -	Void	Void
6889	12/6/2021	\$ 123.31	RVS Software	Billing envelopes
6890	12/6/2021	\$ 123.53	Suddenlink	Office telephone & Internet
6891	12/6/2021	\$ 19.04	Thomas Home Center	Misc supplies water plant and sand filter
6892	12/6/2021	\$ 50.16	Valley Pacific Petroleum	November fuel
6893	12/6/2021	\$ 400.00	WVFD	December 2021 office rent
6894	12/7/2021	\$ 1,927.46	Blue Shield of CA	December premium \$1573.32/\$354.14
6895	12/9/2021	\$ 2,600.00	GR Sundberg	2 leak repairs/Vac Truck 7th & 6th Ave
6896	12/9/2021	\$ 600.00	GuziWest Insp Consulting	Mold sampling, analysis, and report
6897	12/9/2021	\$ -	Void	Void
6898	12/9/2021	\$ 73.37	Mck Ace Hardware	Marking paint and valve at plant
6899	12/9/2021	\$ -	Void	Void
6900	12/9/2021	\$ 6,401.70	Pacific Earthscape	Emergency pipe repair
6901	12/9/2021	\$ 170.59	Pacific Paper Co	Office supplies
6902	12/9/2021	\$ 357.59	PG&E	Utilities at plant
6903	12/9/2021	\$ 120.00	USPS	Stamps
6904	12/9/2021	\$ 784.44	HumCo Tax Collector	Annual assesment tax on 7 parcels
6905	12/9/2021	\$ 721.48	Mendes Supply	Chemicals, November & December
Debit 2	12/7/2021	\$ 12.01	Nilsen Feed & Grain	Rice straw for erosion control
Debit 3	12/7/2021	\$ 2.17	Piersons Bldg Center	Replace phone cord

Total

\$23,770.10

Checking Account Balance as of 12/9/2021

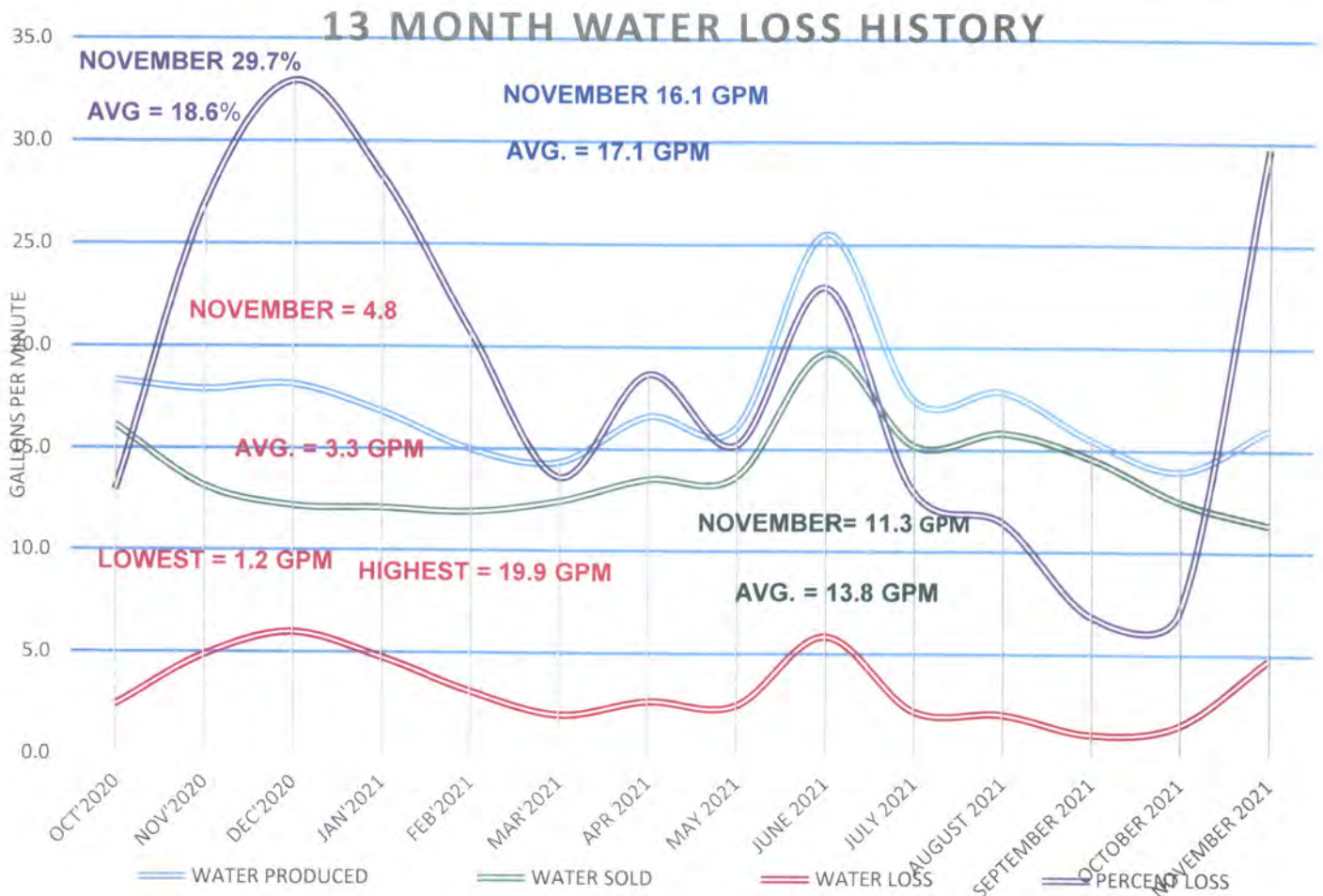
\$23,419.66

WESTHAVEN CSD • MANAGER'S REPORT
NOVEMBER 2021

7.1 Water Loss

Water loss increased from 1.6 gpm in October to 4.8 gallons per minute in November equaling 29.7% of total production of 762,760 gallons. One large 75 gpm system leak the night before Thanksgiving Discussion

<u>FROM JULY 2003</u>	<u>PRODUCED GPM</u>	<u>SOLD GPM</u>	<u>LOST GPM</u>	<u>LOSS %</u>	<u>LOSS AS % OF SOLD</u>	<u>MONTHLY PRODUCTION GALLONS</u>	<u>MONTHLY LOSS GALLONS</u>
NOVEMBER 2021	16.1	11.3	4.8	29.7	42.5	762,760	226,750
AVG. ALL	21	15	6	28	42.2	934,431	278,323
24 MO AVG.	17.5	14.2	3.3	18.5	23.5	762,159	147,574
13 MO AVG.	17.1	13.8	3.3	18.6	23.5	738,167	144,081
MINIMUM MONTH EVER	11.2	10.0	1.1	6.8		488,090	43,080
	DEC 2018	DEC 2018	SEPT 2021	SEPT 2021		APR 2017	DEC 2018
MAXIMUM MONTH EVER	34.8	27.0	19.9	61.8		1,523,405	916,340
	JUL 2004	JUL 2003	NOV 2016	NOV 2016		JUL 2004	NOV 2016



Annual Data	DATE	GPM
WELL FLOW	12/8/16	.5.5 gpm
Daily Flow	12/8/17	5.5 gpm
	12/8/18	4.8 gpm
	12/8/19	5.1 gpm
	12/8/20	4.4 gpm
	12/8/21	4.2gpm

Stream flow monthly mean gpm average	MONTH	GPM
	12/16	53 gpm
	12/17	42 gpm
	12/18	34 gpm
	12/19	37 gpm
	12/20	31 gpm
	12/08/21	40 gpm (Day)

Notes: north collector turned off (12/19, 12/20)

WCSD DRAFT ORDINANCE 2021-3
ADOPTING A WATER CONSERVATION PROGRAM AND WATER SUPPLY
EMERGENCY ORDINANCE

An Ordinance Amending Ordinance 2014-2 Dated May 21, 2014

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare; and

WHEREAS, regulation of the time of certain water use, manner of certain water use, design of rates, method of application of water for certain uses, installation and use of water-saving devices, provide an effective and immediately available means of conserving water; and

WHEREAS, California Water Code sections 375 et seq. empower any public entity which supplies water at retail or wholesale to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 375, subdivision (c) defines “public entity” to include a city, county, special district, water authority, or any other municipal public corporation or district; and

WHEREAS, pursuant to Water Code section 376 and Government Code 6061, the Westhaven Community Services District (“WCSD”) must publish in a newspaper of general circulation any ordinance or resolution adopting a water conservation program within 10 days after its adoption; and

WHEREAS, Water Code section 377 establishes that, from the publication of an ordinance or resolution pursuant to section 376 until the repeal of the ordinance or end of the emergency, it is a misdemeanor punishable by up to 30 days in county jail and/or a fine of up to \$1,000 for any person to violate a requirement of the water conservation program; and

WHEREAS, Water Code sections 350 et seq. empower the WCSD to declare a water service emergency and to adopt such regulations and restrictions on the delivery of water and water consumption for public use as will in the Board’s sound discretion conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation and fire protection; and

WHEREAS, WCSD does not have sufficient water storage capacity to forecast into the future whether available water is likely to diminish, which means that it is impractical for WCSD to design and implement a multi-step drought response conservation program; and

WHEREAS, WCSD has the ability to monitor water supply and consumption on a weekly or daily basis and is therefore able to observe in close to real time when drought causes water supply to diminish such that water consumption threatens to exceed water supply; and

WHEREAS, current consumption of water supplied by WCSD on a per capita basis averages less than 100 gallons per day, and WCSD customers have, on average, adopted most water conservation measures traditionally included in a water conservation program; and

WHEREAS, given the WCSD's limited water storage capacity, should it be observed that water consumption threatens to exceed water supply a water supply emergency would exist; and

WHEREAS, the remaining, effective means to further conserve water is to adopt in advance, and to implement and enforce, in the event the Board declares a water shortage emergency, those comprehensive water conservation measures that shall be taken should a drought threaten that water supply may be insufficient to meet traditional demand; and

WHEREAS, comprehensive water conservation measures taken to avoid a drought-induced supply shortfall will allow the WCSD to delay or avoid imposing water rationing or more drastic measures to restrict or allocate water consumption; and

WHEREAS, on May 21, 2014, the WCSD held a public hearing and made appropriate findings of necessity for the adoption of a Water Conservation Program and Water Supply Emergency Ordinance; and

WHEREAS, upon the adoption of a resolution finding and declaring the existence of a drought emergency or water shortage emergency pursuant to California Water Code sections 350 et seq. and sections 71640 et seq., the WCSD shall be authorized to implement the provisions of the Water Conservation Program and Water Supply Emergency Ordinance hereby established by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the WCSD, as follows:

1. This Ordinance is effective immediately upon adoption or as otherwise established by State law; and
2. Pursuant to Water Code section 376 and Government Code section 6061, the WCSD shall publish in a newspaper of general circulation this ordinance adopting a water conservation program within 10 days after its adoption and will also post the ordinance on its website; and
3. This Ordinance establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies; and
4. When the WCSD Board of Directors ("Board") finds that in the preceding week water supply, measured as total production capacity and excluding water in storage in the two open reservoirs, was no more than 110% of total production (water sold + system water loss due to leakage) in that same preceding week, the Board may find that a water shortage emergency exists. A water shortage emergency, once declared pursuant to this subparagraph, shall remain in effect until the Board finds that the conditions specified in this paragraph no longer exist.
5. Excepting in the event of a breakage or failure of an impoundment, pipeline or conduit causing an immediate emergency, any Board declaration of a water shortage emergency shall be made after at a public hearing on the declaration of emergency, with notice of the time and place of the hearing published pursuant to Section 6061 of the Government Code at least

seven days prior to the date of the hearing in a newspaper printed, published and circulated within Humboldt County, California. Notice of the time and place of the hearing shall also be posted at the bulletin board at the Westhaven Fire Hall and on the homepage of the WCSD website. At any hearing conducted pursuant to this paragraph, consumers of WCSD-supplied water shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the Board.

6. For the duration of a declared a water shortage emergency, the following mandatory conservation measures shall apply to all WCSD customers:
 - a. Landscape irrigation is prohibited except to maintain existing landscaping unless the General Manager finds that landscape irrigation is necessary for erosion control; or if a state or local Fire Marshal specifies landscape irrigation that is necessary for fire protection.
 - b. Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of hand-held bucket or similar container.
 - c. Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat, motor home, or trailer, whether motorized or not, is prohibited, except by use of a hand-held bucket or similar container.
 - d. All water leakage in customers' water distribution systems shall be repaired within two weeks of the declaration of a water shortage emergency. For purposes of this subparagraph, "water leakage" means leakage from any hoses, fittings, valves, faucets, toilets or above- or below-ground pipes. For purposes of this ordinance, "customer" includes the owner of record and the occupant (if distinct from the owner) of the assessor's parcel to which WCSD supplies water.
 - e. Pursuant to Water Code § 71601(b), the WCSD may conduct an audit of a customer's water use with the aim to determine whether landscape has been irrigated in violation of this Ordinance; or whether the customer has unrepaired leakage in violation of this Ordinance. Audits conducted pursuant to this subparagraph shall be performed in a manner as determined to be appropriate by the General Manager.
 - f. In the event the General Manager determines that there is unrepaired leakage in the customer's water distribution system, the General Manager shall notify the customer of the existence and (if feasible) the location and flow rate of any leakage.
 - g. If, pursuant to subparagraph 6(f) above, a customer has been notified of unrepaired leakage, then the customer shall repair the leakage within 3 days unless other arrangements have been made with the General Manager.
 - h. Upon declaration of a water shortage emergency, the WCSD's leak forgiveness policy is suspended for the duration of the declared water shortage emergency.
7. If the General Manager determines that a customer has violated any of the mandatory water conservation measures in paragraph 6, above, then WCSD shall impose the penalties provided by this paragraph.

- a. The General Manager shall provide written notice to the customer. The notice shall be dated and shall specify the address, the nature of the violation, list the steps that must be taken to comply with this Ordinance and the name and telephone number of a District staff person from whom additional information can be obtained. In addition, the notice shall advise the customer that suspension of water service to the customer's property will result from continued non-compliance. These provisions are for a first violation within any consecutive twelve month period.
- b. If, within 14 days following receipt of written notice, the customer fails to comply with the requirements of the notice the General Manager provided pursuant to subparagraph 7(a) above, then a second violation shall occur and the General Manager shall issue a second notice to the customer containing the information specified in subparagraph 7(a) above. A customer who has committed a second violation shall be fined in an amount not to exceed Fifty Dollars (\$50.00), which shall be charged to and billed on the customer's account.

If, in the discretion of the General Manager, satisfactory progress is being made on steps to correct the violation, a second notice will not be issued and no further action shall be taken.

- c. If, within 14 days following receipt of written notice, the customer fails to comply with the requirements specified in the notice the General Manager provided to the customer pursuant to subparagraph 7(b) above, a third violation shall occur and the General Manager shall issue a third notice to the customer containing the information specified in subparagraph 7(b) above. A customer who has committed a third violation shall be fined in an amount not to exceed Two Hundred Dollars (\$200.00), which shall be charged to and billed on the water user's account.

The third notice shall also notify the customer that WCSD will suspend water service to the customer's property within thirty (30) calendar days unless the customer is in compliance with the provisions of this Ordinance. Suspension of water service shall conform to the notice requirements and procedures for termination of water service that are established in WCSD Resolution 2013-6. Suspension of water service pursuant to this subparagraph shall remain in effect until the customer is in compliance with the provisions of this Ordinance or until the water supply emergency is no longer in effect, whichever occurs first.

- d. The General Manager shall have the authority to extend any deadlines by a period not to exceed 30 days.

Passed and adopted this fifteenth day of December 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

William Verick, Board President
Westhaven Community Services District

ATTEST:

Roxanne Levang, Secretary
Westhaven Community Services District

2022

Westhaven CSD Board Meeting Calendar

January						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AGREEMENT BY AND BETWEEN THE COUNTY OF LAKE AND THE CITY OF LAKEPORT, CALIFORNIA FOR THE SALE OF POTABLE WATER

This Agreement, is made and entered on this 10th day of June 2008, by and between the COUNTY of Lake for the benefit of Lake COUNTY Service Area Number 21 (hereinafter "COUNTY") and the CITY of Lakeport, California (hereinafter "CITY").

RECITALS

WHEREAS, the peak demand period for potable water typically occurs from July through September of each year; and

WHEREAS, situations may arise due to pipeline failures or other emergencies where one of the potable water systems may require a short term supply of water from the other system; and

WHEREAS, COUNTY and CITY wish to work cooperatively for the benefit of the citizens of the CITY of Lakeport and Lake COUNTY Service Area Number 21; and

WHEREAS, when CITY has excess water production capacity, CITY is willing to sell potable water to COUNTY during the above-described peak demand period under the terms and conditions described herein; and

WHEREAS, when COUNTY has excess water production capacity, COUNTY is willing to sell water to CITY during the above-described peak demand period under the terms and conditions described herein; and

WHEREAS, both COUNTY and CITY recognize the need to construct and maintain an interconnection pipeline to effectuate the mutual provision and acceptance of excess water production capacity when necessary for the protection of public health and safety and/or to respond to emergency situations.

NOW THEREFORE, based on the foregoing recitals COUNTY and CITY mutually agree as follows:

MUTUAL RESPONSIBILITIES OF THE PARTIES

1. COUNTY may accept potable water from CITY and CITY may accept potable water from COUNTY through a pipeline, more particularly described hereinbelow, connecting the distribution systems of the parties which are located on Hartley Road in Lake COUNTY, California.

2. The total pipeline costs, include but are not limited to those costs relating to and arising out of easement acquisition, the design documents, all construction, construction materials, maintenance, testing, and operational costs, which are more particularly described in Exhibit A,

attached hereto and incorporated herein by reference.

3. The financial responsibilities of each party to this Agreement shall be as provided in Exhibit "B" to this Agreement, which exhibit details the cost apportionment and respective payment obligations of the parties and is attached hereto and incorporated by reference herein.

4. COUNTY may accept potable water from CITY and CITY may accept potable water from COUNTY which is of sufficient quality to meet the standards for potable water for municipal waters prescribed by the California Department of Health Services.

5. During an emergency condition, or a period of peak demand, and subject to the conditions described herein, COUNTY agrees to provide to CITY, and CITY agrees to provide to COUNTY, with a maximum of fifty (50) acre-feet per year of potable water. The maximum flow rate that COUNTY shall provide to CITY and CITY shall provide to COUNTY shall not exceed five hundred (500) gallons per minute. The maximum flow rate that COUNTY shall provide to CITY and CITY shall provide to COUNTY shall not exceed five hundred (500) gallons per minute. In no event shall that maximum flow rate exceed 1.6 acre feet (521,362 gallons) per twenty-four (24) hour period.

For purposes of this Agreement, an "emergency condition" includes but is not limited to a pipe break, dangerously low water levels, adverse water chemistry, or any other unexpected condition which immediately imperils that entity's water supply.

For purposes of this Agreement, "a period of peak demand" means the period of high use which generally occurs between July and September of any given year.

6. The standards pursuant to which both COUNTY and CITY shall be deemed to have excess water production capacity and, therefore, potable water available to provide to the other party shall be those standards described in Exhibit "C" hereto, attached and incorporated herein by reference. Upon a request by a party hereto to receive potable water pursuant to this Agreement, the other party shall determine whether excess potable water is available according to those standards provided in Exhibit "C". The notice of any such request and any determination made in response thereof shall be made as described in provision 24 herein, with the Special Districts Administrator designated as the representative for the COUNTY and the Utility Director, or designee, for the CITY.

7. Neither COUNTY nor CITY shall be required to accept potable water made available by the other party to this Agreement.

8. BOTH COUNTY AND CITY shall jointly review and comment on the draft design of the pump station and interconnection pipeline to be constructed pursuant to this Agreement.

RESPONSIBILITIES OF COUNTY

9. COUNTY shall acquire any necessary easements for the pipeline, pump station, valves, and metering devices and shall purchase the materials necessary for the pipeline and pump station project.

10. COUNTY shall use its engineers to design the pump station and interconnection pipeline.

11. COUNTY shall construct, test, and place the interconnection pipeline and pump station into operation and shall afford CITY an opportunity to witness and comment upon the testing.

RESPONSIBILITIES OF CITY

12. CITY shall pay for one-half of the pipeline costs as described in Paragraph 2 hereinabove, excepting those costs relating directly to the pump itself as more particularly described in Exhibit "B" within one hundred twenty days of construction of the pump station. In lieu of a cash payment, CITY's payment as described herein may be made by providing the COUNTY with a credit toward potable water provided to COUNTY by CITY. Said credit amount is based on Exhibit B percentage that the City is responsible for with the completion of the project. This credit for water does not expire, and is made available until the credit is consumed through provision 13 herein. Said credit must be provided by CITY and shall allow COUNTY reasonable receipt of potable water immediately upon request.

PAYMENT

13. The initial unit price for the purchase of potable water under this Agreement shall be \$2.94 per 100 cubic feet. This price may be adjusted annually to reflect the increased costs of production incurred by either party in providing potable water as follows: The inflation adjustment shall be determined by multiplying the current rate by the percentage of increase of the prior year's average annual U.S. City Average Consumer Price Index as published by the U.S. Department of Labor, Bureau of Statistics and shall be adjusted for inflation on January 1 of each year commencing on January 1, 2009. In the event of a negative index, no change in the unit price shall be made.

14. Payment for potable water purchase under this Agreement shall be made monthly as billed by the providing party. Each party shall bill the other only for the volume of water delivered. An accounting of water delivered, billings issued, and payments made shall be maintained by each party hereto and each party's accounting shall be subject to audit by the other party.

TERM

15. Subject to an option to renew as described hereinbelow, the term of this Agreement shall be for a period of twenty-five (25) years beginning on the date first written above, except it may be earlier terminated by either party upon three (3) years written notice of its intent to so terminate.

OPTION TO RENEW

16. Each party is hereby granted the option to renew the term of this Agreement for two successive ten-year periods under the same terms, conditions, and covenants set forth herein.

Such an option shall be exercised by either party upon written notice to the other party setting forth their election to exercise the option, delivered to the other party ninety (90) days before the expiration of this Agreement.

LEASE OF CITY PROPERTY BY COUNTY

17. For the term of this Agreement, and subject to all terms and conditions herein, CITY agrees to lease to COUNTY, for the purposes of the construction, maintenance, and operation of a pump station and interconnection pipeline, that real property identified by Assessor's Parcel Number 026-031-360 and more particularly described in Exhibit "D", attached hereto and incorporated herein by reference, for a term of twenty-five years for the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged by CITY.

OWNERSHIP OF PUMP STATION AND INTERCONNECTION PIPELINE

18. COUNTY will maintain ownership of the pump station and interconnection pipeline through the term of this Agreement. At the conclusion of the term of this Agreement, COUNTY shall have the option of removing the pump station from the property of CITY or offering the pump station to CITY at fair market value.

In the event CITY terminates this Agreement at any time prior to its full term, COUNTY shall have the right to determine whether to remove the pump station from the leased premises or allow it to remain.

In the event COUNTY terminates this Agreement at any time prior to its full term, CITY shall have the right to determine whether COUNTY is to remove the pump station from the leased premises or whether the pump station shall remain. If CITY determines that said pump station is to remain, CITY shall pay to COUNTY an amount which represents the COUNTY's share as described in Exhibit B minus depreciation.

//

INDEMNIFICATION

19. Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

ASSIGNMENT

20. Neither party shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party hereto, except that claims

for money due or to become due either party may be assigned to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the other party. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

MODIFICATION

21. This Agreement may only be modified by a written amendment thereto, executed by both parties.

ATTORNEY'S FEES AND COSTS

22. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

JURISDICTION AND VENUE

23. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake COUNTY, California.

NOTICES

24. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

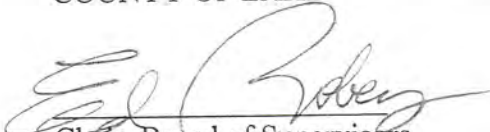
COUNTY of Lake
255 North Forbes Street
Lakeport, California 95453
Attn: Special Districts Administrator

CITY of Lakeport
225 Park Street
Lakeport, CA. 95453
Attn: Utility Director

IN WITNESS HEREOF, this Agreement is duly executed in Lakeport, California on the day and year first written above.

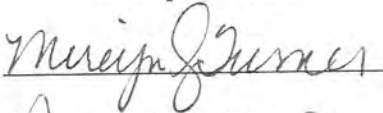
COUNTY OF LAKE

CITY OF LAKEPORT

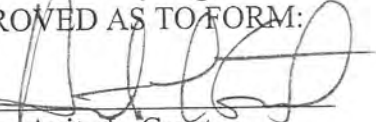

Chair, Board of Supervisors



Mayor

ATTEST: Kelly F. Cox
Clerk of the Board
of Supervisors

By: 

APPROVED AS TO FORM:

By: 
Anita L. Grant
County Counsel


Steven Brookes
City Attorney



The within instrument is a correct copy of the Document on file in this office,

ATTEST:

6-20-08

KELLY F. COX

Clerk of the Board of Supervisors of the State of California in and for the County of Lake.

By: 

EXHIBIT "A"

**ENGINEER'S ESTIMATE AND TECHNICAL
MEMORANDUM**



2M HILL UNIT PRICE SUMMARY REPORT No. 1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

<u>BID ITEMS (Unit Price Contract)</u>	<u>QUANTITY</u>	<u>UNIT of MEAS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
- Lakeport Inter-Tie Pipeline & Pump Station	1.00	LS	\$208,031.30	\$208,030
+ 1 8" C900 Water Line	700.00	LF	\$105.47	\$73,830
+ 2 Pump Station	1.00	LS	\$134,200.50	\$134,200



CH2M HILL - CONTRACTOR MARKUP REPORT - Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merdeth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

Reported From: Lakeport Inter-Tie Pipeline & Pump Station

Code	Contractor/Markup Description	Markup	Add-On Amount	Applied to						
				Labor	Equip	Material	Other1	Other2	Other3	
CH-MK	CH2M HILL Standard Markup Set - Prime Contractor									
	1. Field Detail Allowance/Consumables	2.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	2. Overhead	10.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	2. Profit	6.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	3. Mob/Bond/Insurance	5.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	4. Contingency	30.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	5. Market Adjustment Factor	10.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
	6. Engineering and Inspection	30.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes
* CH-MK	CH2M HILL Standard Markup Set - Prime Contractor		Percentages-->	132.15%	132.15%	132.15%	132.15%	132.15%	132.15%	132.15%

* Indicates Contractor is used in estimate.



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
1 8" C900 Water Line SITEWORK									
022203600015 Selective dem, saw cutting, asphalt, up to 3" deep	Unit Costs--> 1,400.00 L.F.	0.28 \$420	B89 49.31	0.015 21	0.73 \$1,029	0.31 \$429	1.34 \$1,879	3.11 \$4,361	
022202505010 Site dir, pavement removal, bituminous roads, 3" thick	Unit Costs--> 324.33 S.Y.		B38 48.85	0.058 19	2.82 \$915	1.33 \$432	4.10 \$1,348	9.65 \$3,128	
023156100500 Excavate trench, common earth, 6'-10' deep, 3/4 CY hyd backhoe	Unit Costs--> 281.30 B.C.Y.		B12F 50.80	0.071 20	3.61 \$1,015	2.33 \$656	5.94 \$1,671	13.78 \$3,878	
023156400100 Bedding, crushed stone 3/4" to 1/2"	Unit Costs--> 112.94 L.C.Y.	27.50 \$3,331	B6 47.16	0.180 18	7.55 \$852	1.66 \$187	38.70 \$4,371	89.84 \$10,147	
023156400500 Bedding, sand, compacting bedding in trench	Unit Costs--> 112.94 E.C.Y.		A1D 43.73	0.089 10	3.89 \$440	0.32 \$36	4.21 \$478	9.79 \$1,105	
025107502210 AWWA C 900 PVC Pressure Pipe	Unit Costs--> 700.00 L.F.	12.00 \$9,009	B20 48.40	0.092 64	4.45 \$3,117		17.32 \$12,126	40.22 \$28,151	
023156400100A Placing Native Trench Backfill	Unit Costs--> 236.29 L.C.Y.		B6 47.16	0.200 47	9.43 \$2,229	2.07 \$490	11.51 \$2,719	26.71 \$6,312	
02315307000 Compaction, struct. or trench, walk behind, vib. plate 18" wide, 6" lifts	Unit Costs--> 236.29 E.C.Y.		A1D 43.73	0.040 9	1.75 \$413	0.14 \$34	1.89 \$448	4.40 \$1,039	
02315204050 Load Excess, bank measure, com earth, front end loader, wheel mtd, 3/4 CY bucket	Unit Costs--> 45.00 B.C.Y.	8.25 \$388	B10R 51.92	0.022 1	1.14 \$51	0.39 \$18	10.38 \$467	24.10 \$1,085	
023154800550 Hauling, L.C.Y., no loading, 12 c.y dump truck, 10 MI RT, 0.60 lds/hr	Unit Costs--> 45.00 L.C.Y.		B34B 44.99	0.138 6	6.21 \$279	9.04 \$407	15.25 \$686	35.41 \$1,593	
027202001511 Base course, alt method, 3/4" compacted crushed stone, 6" deep	Unit Costs--> 54.05 E.C.Y.	27.50 \$1,594	B36B 50.28	0.077 4	3.87 \$209	4.00 \$216	37.36 \$2,020	86.73 \$4,688	



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
1 8" C900 Water Line SITEWORK									
027403100854 Asphaltic conc pavement, highway, wearing course, 3" thick	Unit Costs--> 52.91 Ton	55.00 \$3,121	B25B 47.99	0.120 8	5.76 \$305	3.18 \$158	\$7.92 \$3,594	157.69 \$8,343	
Subtotal		\$17,874			\$13,855	\$3,074	\$31,803		
Markups using CH-MK		\$23,620			\$14,345	\$4,063		\$42,028	
TOTAL 02000 SITEWORK		\$41,494		227	\$25,200	\$7,137	\$31,803	\$73,831	
700.00 LF 1.00 LS	Division Unit Cost--> Project Unit Cost-->	\$59.28			\$36.00	\$10.20	\$45.43	\$105.47 \$0.00	



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

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ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
2 Pump Station SITEWORK									
023156100500 Excavate trench, common earth, 6'-10' deep, 3/4 CY hyd backhoe	Unit Costs----> 16.07 B.C.Y.		B12F 50.81	0.071 1	3.61 \$58	2.33 \$37	5.94 \$95	13.79 \$222	
023156400100 Bedding, crushed stone 3/4' to 1/2'	Unit Costs----> 6.45 L.C.Y.	27.52 \$190	B6 47.14	0.180 1	7.55 \$49	1.66 \$11	38.72 \$250	89.89 \$580	
023156400500 Bedding, sand compacting bedding in trench	Unit Costs----> 6.45 E.C.Y.		A1D 43.76	0.089 1	3.90 \$25	0.32 \$2	4.22 \$27	8.79 \$63	
025107502210 AWWA C 900 PVC Pressure Pipe	Unit Costs----> 40.00 L.F.	12.00 \$515	B20 48.10	0.092 4	4.45 \$178		17.32 \$693	40.22 \$1,609	
023156400100A Placing Native Trench Backfill	Unit Costs----> 13.60 L.C.Y.		B6 47.17	0.200 3	9.44 \$127	2.07 \$28	11.51 \$155	26.72 \$361	
023153107000 Compaction struct. of trench, walk behind, vib plate 18" wide, 6" lifts	Unit Costs----> 13.50 E.C.Y.		A1D 43.74	0.040 1	1.75 \$24	0.14 \$2	1.90 \$26	4.40 \$58	
023152104050 Load Excess, bank measure, com earth, front end loader, wheel mtd, 3/4 CY bucket	Unit Costs----> 2.50 B.C.Y.	8.25 \$22	B10R 52.00	0.022	1.14 \$3	0.39 \$1	10.39 \$26	24.11 \$60	
023154900550 Hauling, LCY, no loading, 12 c.y dump truck, 10 MI RT, 0.60 hrs/hr	Unit Costs----> 2.50 L.C.Y.		B34B 44.99	0.138	6.21 \$18	9.04 \$23	15.25 \$36	35.41 \$89	
025107508040 Piping, fittings, bends or elbows, 6" diameter	Unit Costs----> 4.00 Ea.	176.00 \$755	B20 48.30	0.300 1	14.52 \$58		203.28 \$813	471.91 \$1,888	
151102000850 Valves, iron body, butterfly, w/g type, 200 PSI, gear operated, 6"	Unit Costs----> 2.00 Ea.	425.00 \$912	Q2 39.85	5.333 11	212.54 \$425		668.35 \$1,337	1551.57 \$3,103	
025107508140 Piping, fittings, wye or tee, 8" diameter	Unit Costs----> 2.00 Ea.	257.00 \$551	B20 48.41	0.343 1	16.61 \$33		292.24 \$584	678.42 \$1,357	
152101042210 8" flanged coupling adapter, 150#	Unit Costs----> 2.00 EA	180.00 \$343	PIPE04S 45.26	2.000 4	90.51 \$181	3.75 \$8	285.87 \$532	617.20 \$1,234	
152101042110 8" mechanical coupling, 150#	Unit Costs----> 2.00 EA	80.00 \$172	PIPE04S 45.26	2.000 4	80.51 \$181	3.75 \$8	180.07 \$360	418.02 \$836	
028201300500 Fence, chain link, 6 Ga wire, galv steel	Unit Costs----> 120.00 L.F.	20.00 \$2,574	B80C 43.32	0.100 12	4.38 \$526	0.66 \$67	26.39 \$3,167	61.27 \$7,352	
028201305060 Fence, double swing gates, 6' high, 12' opening	Unit Costs----> 1.00 Opng.	725.00 \$778	B80C 43.32	7.500 8	328.65 \$329	41.64 \$42	1148.15 \$1,148	\$2,665	
023101000012 Finish grading area to be paved with grader, small area	Unit Costs----> 277.78 S.Y.		B11L 48.37	0.040 11	2.00 \$554	1.26 \$349	3.25 \$904	7.55 \$2,098	



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merdeth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
2 Pump Station SITEWORK									
027202000100 Base course, large areas, crushed 3/4" stone, compacted to 8" deep	Unit Costs----> 277.78 S.Y.	5.40 \$1,609	B36C 51.76	0.008 2	3.41 \$115	0.58 \$162		0.79 \$1,886	15.76 \$4,377
Subtotal		\$8,420			\$2,881	\$739		\$12,041	
Markups using CH-MK		\$11,127			\$3,808	\$677			\$15,912
TOTAL 02000 SITEWORK		\$19,548		63	\$6,689	\$1,716		\$12,041	\$27,952
1.00 LS									
1.00 LS									\$0.00

2 Pump Station CONCRETE									
031104451050 Forms in place, SOG, bulkhead forms w/keyway, wood, 6' high, 2 uses	Unit Costs----> 88.00 L.F.	0.53 \$50	C1 37.60	0.080 7	3.01 \$265			3.56 \$315	8.30 \$731
032106000602 Reinforcing in place, A815 Gr 60, slab on grade, #3 to #7	Unit Costs----> 1,167.00 Lb.	0.45 \$563	RODM 39.50	0.008 9	0.32 \$369			0.80 \$932	1.85 \$2,164
033102404000A Concrete in place, foundation mat, under 10 C.Y.	Unit Costs----> 7.78 C.Y.		C14C 38.51	2.895 23	111.50 \$867	0.55 \$4		112.05 \$872	280.13 \$2,024
033107004600 Placing conc, incl vib, slab on grade, slab over 6" thick, direct chute	Unit Costs----> 7.78 C.Y.		C8 42.51	0.291 2	12.37 \$96	0.26 \$2		12.63 \$98	29.31 \$228
033102200300 Concrete, ready mix, regular weight, 4000 psi	Unit Costs----> 7.78 C.Y.	94.97 \$792						101.86 \$792	236.46 \$1,840
033503000150 Finishing floors, monolithic, screed, float & broom finish	Unit Costs----> 420.00 S.F.		CEFI 34.40	0.013 5	0.45 \$188			0.45 \$188	1.04 \$436



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
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ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
2 Pump Station CONCRETE									
033902600300 Curing, sprayed membrane curing compound	Unit Costs----> 4.20 C.S.F.	5.55 \$25	CLAB 43.71	0.158 1	7.35 \$31			13.30 \$56	30.87 \$130
Subtotal Markups using CH-MK		\$1,431 \$1,891			\$1,816 \$2,400	\$6 \$8		\$3,253	\$4,299
TOTAL 03000 CONCRETE		\$3,321		.47	\$4,215	\$15		\$3,263	\$7,551
1.00 LS 1.00 LS									\$0.00
2 Pump Station EQUIPMENT									
1002810204001A 3hp 3600rpm 1stg Horz. S.G. Iron Cntrl Pump 350 Gpm, 6" Dc, 100'hd	Unit Costs----> 1.00 EA	5000.00 \$5,363	PPEQ1	24.000 24				5362.50 \$5,363	\$12,449
Subtotal Markups using CH-MK		\$5,363 \$7,087						\$5,363	\$7,087
TOTAL 11000 EQUIPMENT		\$12,449		24				\$5,363	\$12,449
1.00 LS 1.00 LS									\$0.00
2 Pump Station I & C									
6" Flow Element and Xmitter	Unit Costs----> 1.00 EA	5000.00 \$5,363	Q2 39.85	4.800 5	191.30 \$191			5553.80 \$5,554	\$12,893



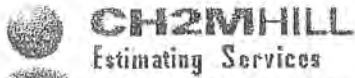
CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
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 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
2 Pump Station I & C									
Subtotal		\$5,363			\$191		\$5,554		
Markups using CH-MK		\$7,087			\$253			\$7,339	
TOTAL 13000 I & C		\$12,449		5	\$444		\$5,554	\$12,893	
1.00 LS									
1.00 LS								\$0.00	

2 Pump Station MECHANICAL								
15110200640	Unit Costs-->	330.00	O2	4.800	191.30			
Valves, iron body, butterfly, lug type, 200 PSI, gear operated, 6"	5.00 Ea.	\$1,770	39.85	24	\$956		545.22	1265.73
							\$2,726	\$6,329
150600110301064	Unit Costs-->	370.70	PIPE05	6.800	344.99	17.00		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 12' Spool Piece	1.00 EA	\$398	50.73	7	\$345	\$17	759.57	
							\$760	\$1,763
150600110301080	Unit Costs-->	513.59	PIPE05	10.200	517.48	25.50		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 19'-6" Spool Piece	1.00 EA	\$551	50.73	10	\$517	\$26	1093.81	
							\$1,094	\$2,539
150600110301042	Unit Costs-->	189.67	PIPE05	2.400	121.76	6.00		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 1' Spool Piece	4.00 EA	\$728	50.73	10	\$487	\$24	309.73	718.04
							\$1,239	\$2,876
150600110301044	Unit Costs-->	201.65	PIPE05	2.800	142.06	7.00		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 2' Spool Piece	4.00 EA	\$865	50.73	11	\$588	\$28	365.32	848.09
							\$1,461	\$3,392
150600110301046	Unit Costs-->	217.65	PIPE05	3.200	162.35	8.00		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 3' Spool Piece	1.00 EA	\$233	50.73	3	\$162	\$8	403.78	
							\$404	\$937
150600110301048	Unit Costs-->	233.63	PIPE05	3.600	182.64	9.00		
CLDI Pipe, Class 53, Flg x Flg. 6" dia, 4' Spool Piece	4.00 EA	\$1,002	50.73	14	\$731	\$36	442.21	1026.59
							\$1,769	\$4,106
150600130401006	Unit Costs-->	156.22	PIPE05	4.650	235.91	11.03		
CLDI Fitting, Flanged, C11C-SR, 90 Deg Elbow, 250psi, 6" Dia	3.00 EA	\$503	50.73	14	\$708	\$35	415.09	963.62
							\$1,245	\$2,891



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 3.9

PROJECT: Lakeport Inter-Tie Pipeline and Pump Station
 DESIGN STAGE: Preliminary Design, Class 3
 PROJECT No.: 143085.25.02

ESTIMATOR: Don Merideth/RDD
 ESTIMATE No.: 2006-DLM-030
 REV No./DATE: Revision No.0

DESCRIPTION	QTY UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKUPS
			RATE	MH	LABOR				
2 Pump Station MECHANICAL									
150600130405006 CLDI Filling, Flanged, C110 Tee, 250psi, 6" Dia	Unit Costs--> 4.00 EA	252.36 \$1,083	PIPEC5 50.73	6.670 27	338.39 \$1,354	16.68 \$67		625.73 \$2,503	1452.63 \$5,811
Pump Control Valve	Unit Costs--> 1.00 EA	2500.00 \$2,681	Q2 39.85	4.830 5	191.30 \$191			2872.55 \$2,873	\$6,669
Subtotal		\$6,813			\$6,020	\$240		\$16,073	
Markups using CH-MK		\$12,988			\$7,955	\$317			\$21,240
TOTAL 15000 MECHANICAL 1.00 LS 1.00 LS		\$22,781		125	\$13,975	\$557		\$16,073	\$37,313 \$0.00

2 Pump Station ELECTRICAL									
Electric Power Supply	Unit Costs--> 1.00 LS					10350.00 \$10,350		10350.00 \$10,350	\$24,027
Misc. Pump Station Site Electrical	Unit Costs--> 1.00 LS					5175.00 \$5,175		5175.00 \$5,175	\$12,014
Subtotal						\$15,525		\$15,525	
Markups using CH-MK						\$20,518			\$20,516
TOTAL 16000 ELECTRICAL 1.00 LS 1.00 LS						\$36,041		\$15,525	\$36,041 \$0.00

City-County Water Cross-Connection Pipeline and Pump Station

PREPARED FOR: Lake County Special Districts

PREPARED BY: CH2M HILL

DATE: September 1, 2006



Background

A cross-connection between the City of Lakeport (City) and Lake County Special Districts (District) potable water distribution systems will allow both parties to maintain service to their respective customers if either the City or District were to experience operational or equipment problems during periods of peak water demand.

The cross-connection pipe and pump station will allow the design flow rate of 350 gallon per minute to be transferred from the District to the City or from the City to District in a time of need.

Location

The cross-connection between the City water distribution system and the District water distribution system is proposed to be located along the east shoulder of Hartley Drive boarding the Clear Lake High School grounds. The pump station is proposed to be located at the city limits on parcel number 02603136 (this is the small area close to the top of the hill where the fence line is notched). This location is not subject to flooding and can be protected from motorists.

Tank Operating Levels

The minimum Water Surface Level (WSL) in either the City or the District distribution tank is defined as the level in which either party would not be willing to export water if below this level. The minimum WSL is assumed to be 15-feet. Attached are the preliminary water surface elevations which define the operating levels for importing and exporting water for both the City and the District.

The maximum WSL in either the City or the District distribution tank is defined as the level in which either party would not require water from the other. The maximum WSL is also assumed to be 15-feet.

The distribution tank WSL of 15-feet corresponds to the following elevations; 1552.5 feet for the City and 1561.5 feet for District.

Tank operating levels and operating procedures for the cross-connection system will be further explored during the design phase of the project.

Water Exportation

Exportation of water from the District to the City does not require a pump assuming the District distribution tank is at or above the minimum WSL and the City distribution tank is at or below the maximum WSL. However, a pump will be used to transfer water from the District to the City to maintain the design flows over the operating differential heads in the District and City distribution systems as described below.

Exportation of water from the City to District will require a pump capable of producing about 15 - 20 feet of head at the design 350 gallons per minute flow rate assuming the City distribution tank is at or above the minimum WSL and the District distribution tank is at or below the maximum WSL.

Cross-Connection Piping

The cross-connection piping proposed is approximately 700 feet of 8-inch Class 150 C-900 pipe which will provide minimal velocity and losses in the pipe and also allow versatility for increased future flows. The tie-ins to the existing piping will incorporate a buried butterfly valve to allow isolation of the proposed cross-connection piping from the existing piping distribution system.

Transfer Pump Station

A preliminary layout/ schematic of the proposed transfer pump station is shown in the attached sketch. The transfer pump and associated piping and valving will be located on a concrete slab at grade. An electrical control panel will be located at the edge of the slab to allow operation of the pumping system. A flow meter will be incorporated in the piping to monitor and meter the flow in both directions.

A self-contained pump control valve will be used to maintain pump flow control over the varying operational heads required for the system. The manual valves will be used to direct flow from one direction to the other. Also, the manual valving will allow isolation of the pump station and components for maintenance requirements.

The transfer pump station will be fenced for security purposes. A gate will allow entrance into the pump station site.

A constant speed horizontal end suction centrifugal pump is proposed for this application (Goulds, PACO, or equal). The pump flow rate will be controlled by a self-contained globe style valve (Cla-Val, Singer, or equal). The installed motor horsepower for the pump is anticipated to be approximately 3-5 hp depending on the wire to water efficiency of the actual pump installed and the system losses calculated for the cross-connection piping system.

Use of a variable speed drive for pump speed control is not anticipated at this time. However, this will be further explored during the design phase of the project.

The pump station piping can be arranged to allow flow to and from either distribution system with pumped flow used in both directions. Although, it is possible to gravity flow from the District to the City, pumped flow will be used in both directions. This will simplify

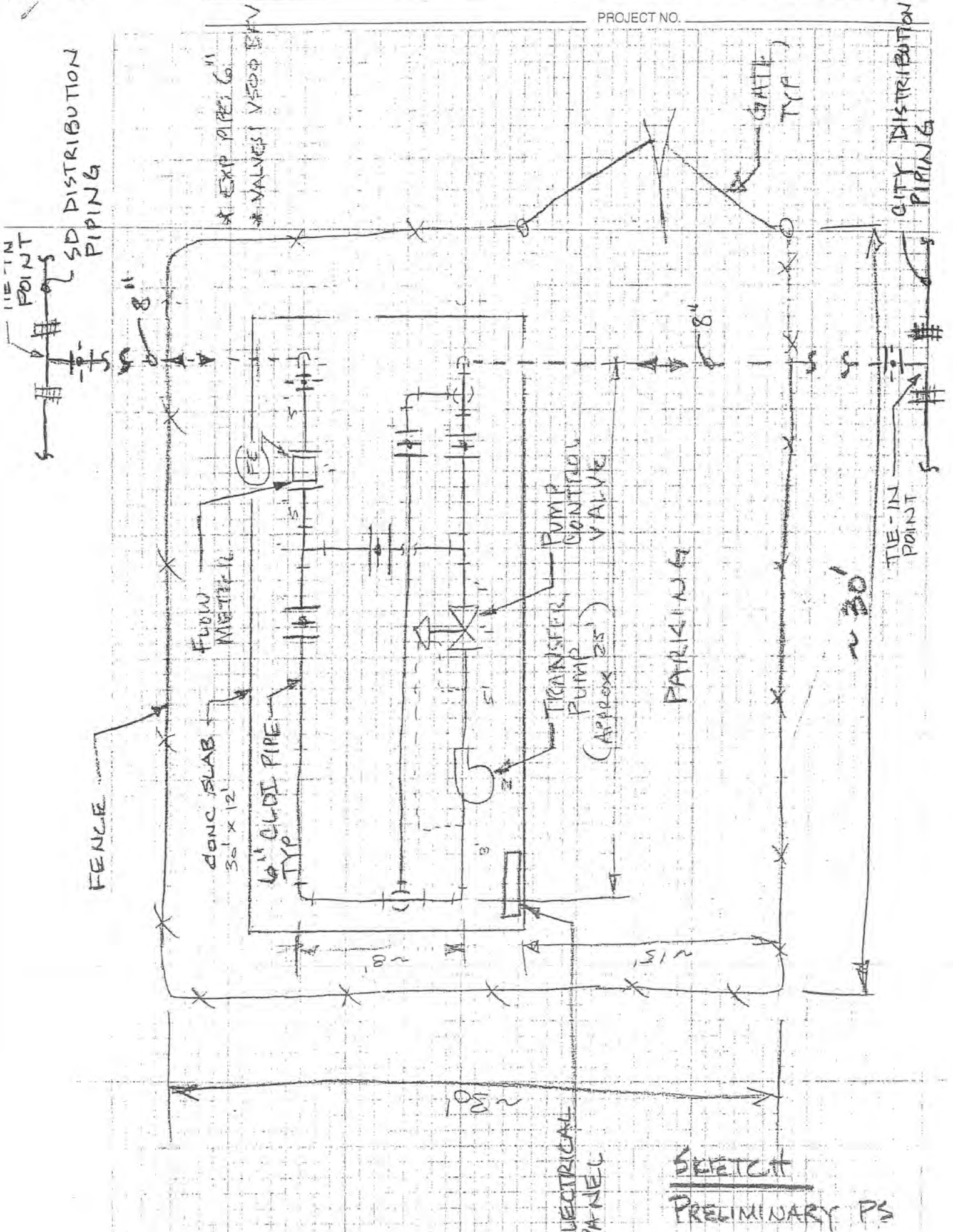
the station operations and eliminate a costly self-contained flow control valve which would otherwise be required for the gravity flow operations.

The pump control valve will instead be used to maintain a controlled differential pressure across the pump which will in turn maintain the desired design flow through the pump from one distribution system to the other.

A piping spool will be incorporated in the pump station piping system to allow installation of a gravity flow control valve in the future should gravity flow become necessary or desired.

Construction Costs

Estimates of construction costs for the pipeline and pump station are attached.



ELECTRICAL PANEL

SKETCH PRELIMINARY PS

EXHIBIT “B”

**FINANCIAL RESPONSIBILITY & COST
APPORTIONMENT**

COST APPORTIONMENT BETWEEN CITY OF LAKEPORT AND COUNTY SERVICE
AREA 21 – NORTH LAKEPORT

#	Description	Project Cost	CSA 21 Cost	City Cost	Notes
1	C900 Water Line Sitework	\$73,831	\$36,916	\$36,916	Water main
2	Pump Station Sitework	\$27,952	\$13,976	\$13,976	Equip, bedding, trench etc.
3	Pump Station Concrete	\$7,551	\$3,776	\$3,776	Concrete
4	Pump Station Equipment	\$12,449	\$12,449	\$0	Pump
5	Pump Station I&C	\$12,893	\$6,447	\$6,447	Meter
6	Pump Station Mechanical	\$37,313	\$18,657	\$18,657	Valves, pipe, fittings etc.
7	Pump Station Electrical	\$36,041	\$36,041	\$0	Pump electrical
Total =		\$208,030	\$128,260	\$79,770	
Percentage =		100%	62%	38%	

EXHIBIT "C"

STANDARDS FOR WATER AVAILABILITY

Importing Water to Special Districts

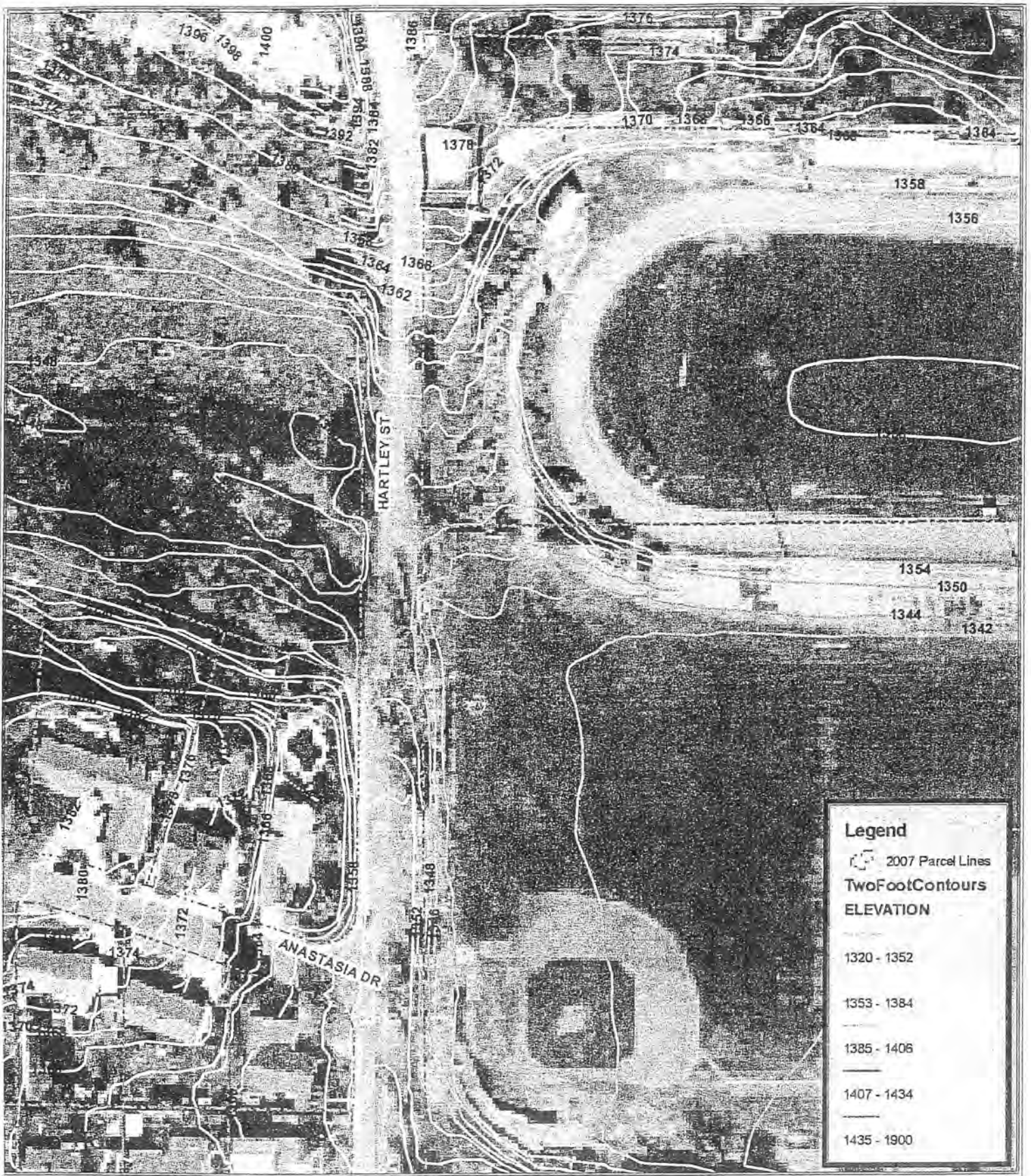
City of Lakeport min WSE for Export (15 ft of water)	Special District WSE	Feet of water in SD Tank	Export From the City to SD Available Head (feet)	
1552.5	1546.5	0	6	Gravity flow possible
	1547.5	1	5	↓
	1548.5	2	4	↓
	1549.5	3	3	↓
	1550.5	4	2	Pump may Be required
	1551.5	5	1	↓
	1552.5	6	0	Pump Required
	1553.5	7	-1	
	1554.5	8	-2	
	1555.5	9	-3	
	1556.5	10	-4	
	1557.5	11	-5	
	1558.5	12	-6	
	1559.5	13	-7	
	1560.5	14	-8	
	1561.5	15	-9	
	1562.5	16	-10	
	1563.5	17	-11	
	1564.5	18	-12	
	1565.5	19	-13	
	1566.5	20	-14	↓
	1567.5	21	-15	↑
	1568.5	22	-16	
	1569.5	23	-17	
	1570.5	24	-18	
	1571.5	25	-19	
	1572.5	26	-20	
	1573.5	27	-21	No Reason to Receive Water from the City

Importing Water to the City of Lakeport



Special Districts min WSE for export (15 ft of water)	City of Lakeport WSE	Feet of water in City Tank	Export From SD to the City Available Head (feet)	
1561.5	1537.5	0.12	24	Gravity flow possible
	1538.5	1.12	23	
	1539.5	2.12	22	
	1540.5	3.12	21	
	1541.5	4.12	20	
	1542.5	5.12	19	
	1543.5	6.12	18	
	1544.5	7.12	17	
	1545.5	8.12	16	
	1546.5	9.12	15	
	1547.5	10.12	14	
	1548.5	11.12	13	
	1549.5	12.12	12	
	1550.5	13.12	11	
	1551.5	14.12	10	
	1552.5	15.12	9	
	1553.5	16.12	8	
	1554.5	17.12	7	
	1555.5	18.12	6	
	1556.5	19.12	5	
	1557.5	20.12	4	▼
	1558.5	21.12	3	▲
	1559.5	22.12	2	
	1560.5	23.12	1	
	1561.5	24.12	0	
	1562.5	25.12	-1	
	1563.5	26.12	-2	
	1564.5	27.12	-3	
	1565.5	28.12	-4	
	1566.5	29.12	-5	
	1567.5	30.12	-6	
	1568.5	31.12	-7	
	1569.5	32.12	-8	
	1570.5	33.12	-9	
	1571.5	34.12	-10	
	1572.5	35.12	-11	
	1573.5	36.12	-12	No Reason to Receive Water from SD

EXHIBIT "D"






**LEGAL DESCRIPTION & SITE PLAN FOR
PUMP STATION PROPERTY**

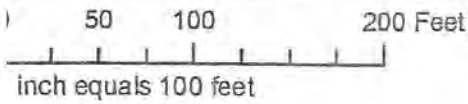


Legend

-  2007 Parcel Lines
-  TwoFootContours

ELEVATION

-  1320 - 1352
-  1353 - 1384
-  1385 - 1406
-  1407 - 1434
-  1435 - 1900



Property Detail

Lake, CA DOUG WACKER, ASSESSOR

Parcel # (APN): 026-031-360-000

Use Description:

Parcel Status: ACTIVE

Owner Name: CITY OF LAKEPORT

Mailing Address: 255 PARK ST LAKEPORT CA 95453

Situs Address: HARTLEY ST LAKEPORT CA

Legal

Description:

**ASSESSMENT**

Total Value:	Use Code: GVXXX	Zoning:
Land Value:	Tax Rate Area: 001000	Census Tract:
Impr Value:	Year Assd: 2006	Improve Type:
Other Value:	Property Tax:	Price/SqFt:
% Improved	Delinquent Yr	
Exempt Amt:	HO Exempt?: N	

SALES HISTORY

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	09/16/1992			09/16/1992
Recorded Doc #:	1992R0019861			1992R0019861
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):	LAKEPORT UNIFIED SCHOOL			
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

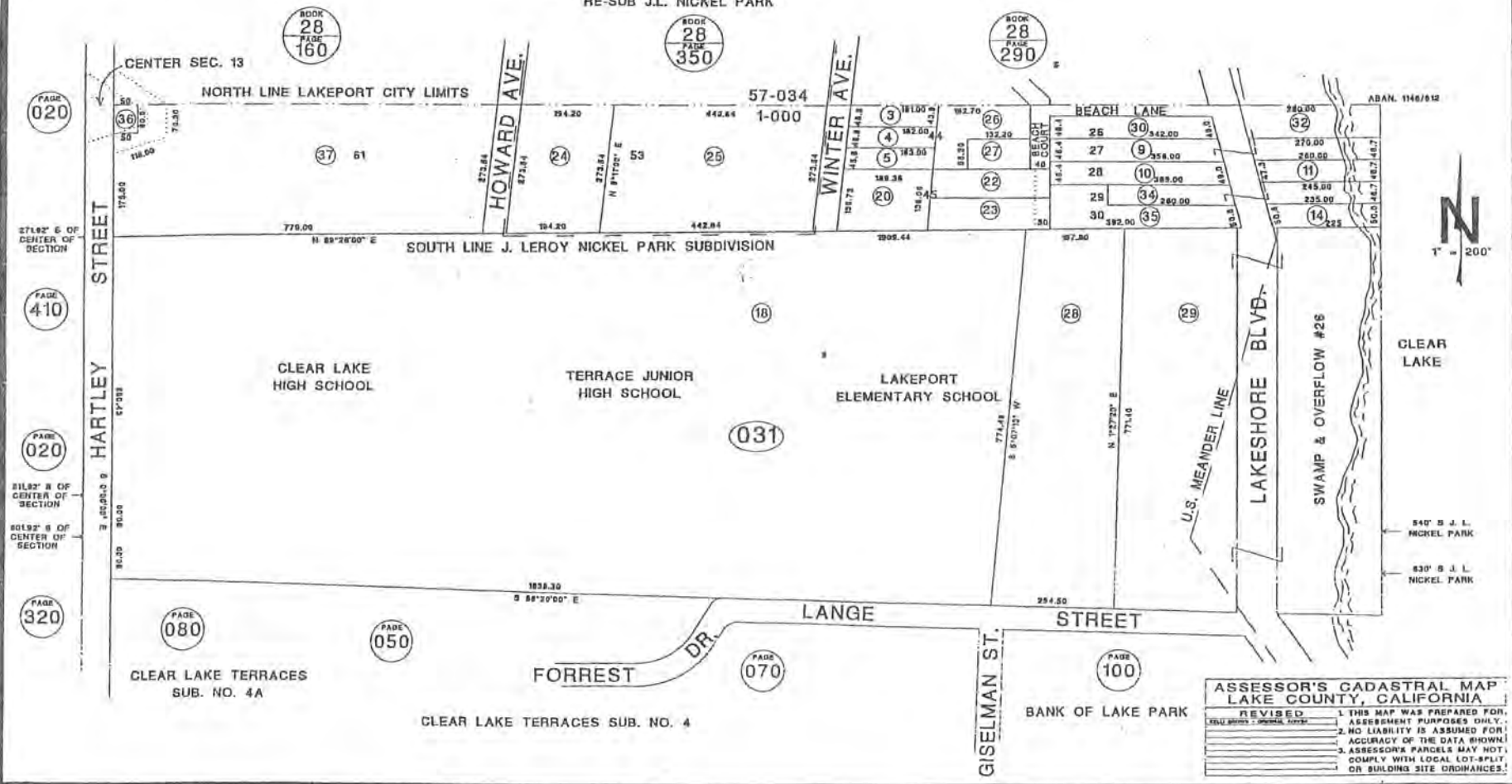
Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inlfnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

LAKEPORT
(POR. OF J. LEROY NICKEL PARK)
SECTION 13-14-10

T.R.A.
1-000

26-030

---BNDRY. OF RAINBOW KNOLLS SUB.
RE-SUB J.L. NICKEL PARK



ASSESSOR'S CADASTRAL MAP
LAKE COUNTY, CALIFORNIA

REVISED

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

UNREGISTERED

RECORDED AT REQUEST

RECORDING REQUESTED BY:
City Council
City of Lakeport

DOCUMENT NUMBER
92-019861

LAKE COUNTY TITLE CO.
92 SEP 19 PM 2:31

DEED RECORDED MAIL NO.
City of Lakeport
225 Park Street
Lakeport, CA 95453

LAKE COUNTY RECORDER
GENE R. HOKE
COUNTY RECORDER

No Fee cc

TAX PAID

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, LAKEPORT UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California grants to the City of Lakeport, a municipal corporation in the State of California, all that certain real property situate in the County of Lake, State of California, described as follows:

All that portion of the northwest quarter of the southeast quarter of Section 13, Township 14 North, Range 10 West, Mount Diablo Base and Meridian, more particularly described as follows:

The northern sixty feet (60') of the western forty-five feet (45') of Lot 61 as shown on the certain map entitled "J. LEROY NICKEL PARK ON CLEAR LAKE" filed in the office of the County Recorder of said Lake County on January 7, 1924 in Book 3 of Town Maps at page 62.

EXCEPTING THEREFROM the following: Beginning at the northwestern corner of the southeast quarter of aforesaid Section 13: thence along the northern line of said southeast quarter North 88°57'36" East, 2.52 feet; thence South 14°05'38" East, 12.98 feet; thence South 3°49'47" East, 49 feet, more or less, to the northern line the COUNTY ROAD as the same is shown on that certain map entitled "J. LEROY NICKEL PARK ON CLEAR LAKE" filed in the office of the County Recorder of said Lake County on January 7, 1924 in Book 3 of Town Maps at page 62; thence along said northern line southwesterly, 8 feet, more or less, to the western line of aforesaid southeast quarter; thence North 1°02'24" West, 63 feet, more or less, to the point of beginning.

Containing 2342 square feet, more or less.

A portion of Lake County Assessor's Parcel No. 26-011-01

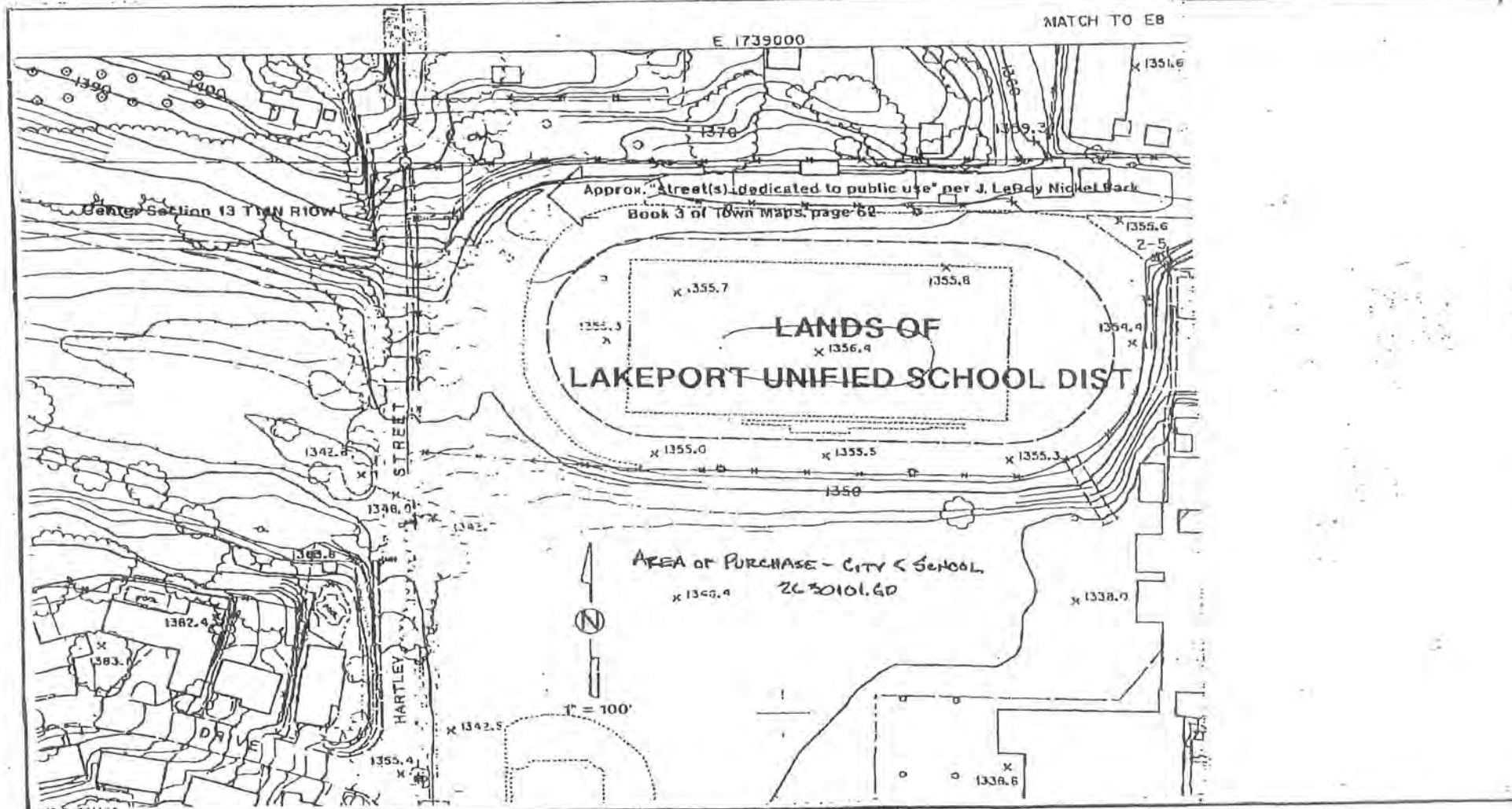
Gary Moran
Gary Moran Pres LWD S of Sutters
NAME and TITLE

8/27/92
DATE

Guisannymajor CUSD BOARD
NAME and TITLE

8/28/92
DATE

PROPERTY TAXES FOR THE YEAR 1992
 BASED ON FULL CONSIDERATION
 BASED ON TRANSFERRED EQUITY



STATE OF CALIFORNIA
 COUNTY OF San Diego
 On August 22, 1991 before me,
James R. Wood Notary Public,
 personally appeared John R. Wood
 personally known to me (or proved
 to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
 person(s) acted, executed the instrument.
 WITNESS my hand and official seal.
 Signature James R. Wood
 OFFICIAL SEAL - 970008
 DONNA R. WOOD
 NOTARY PUBLIC - CALIF.
 COUNTY OF LAKE
 My Comm. Exp. Aug. 17, 1996
 (This area for official use only)

STATE OF CALIFORNIA
 COUNTY OF San Diego
 On August 22, 1991 before me,
James R. Wood Notary Public,
 personally appeared John R. Wood
 personally known to me (or proved
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 and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
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 Signature James R. Wood
 OFFICIAL SEAL - 970008
 DONNA R. WOOD
 NOTARY PUBLIC - CALIF.
 COUNTY OF LAKE
 My Comm. Exp. Aug. 17, 1996
 (This area for official use only)

RESOLUTION OF ACCEPTANCE OF
REAL PROPERTY

Resolution # 6-92-4

BE IT RESOLVED that, by order of the Board of Trustees of the Lakeport Unified School District on June 10, 1992, said Board of Trustees hereby accepts the interest in real property (being a portion of AP #026-031-001) conveyed by the deed dated June 17, 1992, from the City of Lakeport to the Lakeport Unified School District, and the grantee consents recordation thereof by its duly authorized officer.

PASSED AND ADOPTED on June 10, 1992.

BOARD OF TRUSTEES, LAKEPORT UNIFIED
SCHOOL DISTRICT,

BY: Gary Moya
President

BY: Quinn
Clerk

BY: Bob
Member

BY: Wally Fuller
Member

BY: M. E.
Member

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RESOLUTION NO. 1741 (92)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT
AUTHORIZING AND DESIGNATING OFFICERS TO ACCEPT
DEEDS OR GRANTS TO THE CITY OF LAKEPORT

WHEREAS, the City Council of the City of Lakeport believes that
the City Clerk and Deputy City Clerk(a) are proper officers to make and
execute Certificates of Acceptance of Deeds or Grants of interests in
real property; and

WHEREAS, such certificates are required by Section 27281 of the
Government Code of the State of California,

NOW, THEREFORE, BE IT RESOLVED that Janal M. Chapman, Clerk of
the City of Lakeport and her deputies are hereby appointed and
designated as the officers to make and execute such Certificates of
Acceptance required by Section 27281 of the Government Code.

Said designation and authorization shall continue in effect until
new officers are designated by resolution.

BE IT FURTHER RESOLVED that Resolution No. 750 heretofore passed
on the 4th day of May, 1970, and all other Resolutions in conflict
herewith are hereby rescinded.

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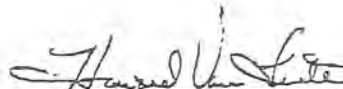
This Resolution was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 3rd day of August, 1992, by the following vote:

AYES: Council Member Paumentiar, Costello, Riffcorn, Johnson and Mayor Van Lente

NOES: None

ABSTAINING: None

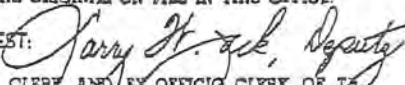
ABSENT: None


HOWARD VAN LENTE, Mayor
City of Lakeport

ATTEST:


JANEL M. CHAPMAN, City Clerk
City of Lakeport

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: 
CITY CLERK AND EX OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF LAKEPORT, STATE OF CALIFORNIA.

Memo

To: Mark Dellinger

From: Nicholas Ring



Date: July 14, 2006

Re: City-County water connection.

You requested conceptual ideas about how an emergency mutual aid water connection could be constructed to benefit CSA 21 North Lakeport and the City of Lakeport water systems. Here are my thoughts:

1. Approximately 1000 LF of 10" diameter PVC Class 150 C-900 pipe would be installed on the east shoulder of Hartley Drive bordering the public school grounds. The pipe would connect both utilities existing 10" diameter dead-end lines on Hartley.
2. At any suitable location along the pipeline a pump station would be installed. This could be a surface mounted package pump station with a fiberglass cover and protective traffic bollards. An example of this type of pump station is viewable on Lakeview Drive in North Lakeport. Theoretically, since pipeline pressures on both sides are about equal at 100 psi, only about 10 psi of additional energy should be needed to convey water in either direction. Less than 5 horsepower pumps should be needed, so conventional single phase power would serve. There is an existing service of this type along the proposed pipeline alignment. A common hand-carry portable generator with a capacity of about 5000 watts should be able to run the pump during an extended power outage. A manual transfer switch that allows selection of PG&E or Generator power should be installed for quick connection
3. Valves at the pump station would provide selection of source and delivery points so that emergency pumping could occur in either direction. Two 3-way plug valves would be required, one for pump source and one for pump discharge. Ideally these would be located above ground and inside the pump station housing, and have clearly marked "to and from" operating positions. A re-settable flowmeter/totalizer on the pump discharge piping would track water deliveries for billing purposes. This should also be located within the pump station housing.
4. Supply/Discharge piping and valves serving the pump station need not be larger than 4" diameter for 350 gpm deliveries. Velocity at this flow rate is 9.1 fps, and for the short connection distance and fitting losses, total friction loss should be negligible. Two 4" branch tees would be installed on the 10" connector line in the vicinity of the pump station, with a 10" diameter gate valve between them to serve both as an isolation valve and thrust restraint.

These conceptual ideas and calculations will need to be corroborated by a qualified engineer before any more progress toward moving forward with a project can proceed.



COUNTY OF LAKE
SPECIAL DISTRICTS ADMINISTRATION
230A Main Street
Lakeport, California 95453
Telephone 707/263-0119
Fax 707/263/3836

RECEIVED

Mark Dellinger
Special Districts Administrator

Mark Brannigan
Utilities/ Community Development Director
City of Lakeport
225 Park Street
Lakeport, CA 95453

RECEIVED

February 16, 2010

Mark

Re: North Lakeport intertie utilization

Dear Mark:

On January 21, 2010, Staff from the County of Lake Special Districts and the City of Lakeport met to discuss procedures and notification with respect to the operation of the North Lakeport intertie station located on Hartley Street. The purpose of the meeting was to clarify when the intertie station would be used, avoiding the water becoming stagnant in the line and notification procedures. None of what was discussed changes any portion of the agreement dated June 10, 2008 regarding the sale of potable water between the City of Lakeport and the County of Lake.

Item 5 of the agreement describes an emergency condition called adverse water chemistry. This condition prompted the first use of the intertie station when the N. Lakeport water treatment plant (NLPWTP) began receiving inflows of raw water with turbidity levels beyond the capabilities of the plant to treat. It was agreed upon at the meeting that anytime the plant is unable to produce treated water with an NTU of .2 or less that this would constitute an emergency and the intertie station could be utilized.

The California Department of Public Health, during a recent inspection of the NLPWTP, raised a concern regarding the long term inactivity of the intertie station and if we planned to flush the line. It was agreed upon at the meeting that Special Districts would draw an adequate amount of water one month and then the following month would return a similar amount of water. An accurate log of the station usage is being manually recorded now and this ongoing transfer of water would also be recorded in the log. This action should prevent any stagnation of the water in the main near the intertie station.

It was agreed upon that before utilizing the intertie station that proper notification was necessary. The County is to contact the Utility Superintendent or standby person with the City after hours. The City is to contact the Deputy Administrator or Utility Area 3 Superintendent. Contact information was exchanged and is to be kept current.

Please feel free to contact me at your convenience if you would like to discuss these items further.

Sincerely,

Mark Dellinger

Mark Dellinger
Special Districts Administrator



MARK B HORTON, MD, MSPH
Director

State of California—Health and Human Services Agency
California Department of Public Health

DRINKING WATER FIELD OPERATIONS BRANCH
50 D STREET, SUITE 200, SANTA ROSA, CA 95404
PHONE: (707) 576-2145 / FAX: (707) 576-2722
INTERNET ADDRESS: www.cdph.ca.gov



ARNOLD SCHWARZENEGGER
Governor

May 23, 2008

Mr. Mark Dellinger
Lake County Special Districts
230A Main Street
Lakeport, CA 95453

**RE: LAKE COUNTY CSA-21 NORTH LAKEPORT AND CITY OF LAKEPORT
EMERGENCY INTERTIE**

Water System No. 1710021 and 1710004

Dear Mr. Dellinger:

This letter is to document previous phone conversations between yourself and Michelle Frederick of my staff regarding the Lake County CSA-21 North Lakeport and the City of Lakeport Emergency Intertie. The Department believes that this intertie would be significantly beneficial in providing both the City of Lakeport community and the Lake County CSA-21 North Lakeport community with added treated water reliability.

For the North Lakeport facility, the intertie would provide a source of treated water during periods of poor raw water quality which typically occur annually at the North Lakeport water treatment plant and have in the past resulted in water quality violations and/or significant decreases in tank supply levels. The intertie could also provide capacity during peak water usage events during the summer months, if necessary. The Department is considering decreasing the water conservation plan requirements of our May 13, 2008 compliance order from necessitating mandatory water reduction requirements to allowing only voluntary water conservation actions if the intertie proceeds in a timely manner.

For the City of Lakeport, the intertie could provide reliability in the event that the Scotts Creek wells were damaged in the winter by floating debris, or if either the Scotts Creek wells or Green Ranch wells were subject to vandalism due to their isolated locations. In addition to the Department, the City of Lakeport's 2008 Draft Master Water Plan prepared by Pace Civil, Inc. also recommended that the City of Lakeport and Lake County CSA-21 implement this intertie as an immediate term improvement due to its many benefits to the City of Lakeport.

Mr. Mark Dellinger
May 23, 2008

If you have any questions about this letter or would like to discuss this intertie further, please contact Michelle Frederick at (707) 576-2731.

Sincerely,



Bruce H. Burton, P.E.
District Engineer
Mendocino District

c: Mr. Dean Eichelmann
Lake County Special Districts
230A Main Street
Lakeport, CA 95453

Mr. Mark Brannigan
City of Lakeport
591 Martin Street
Lakeport, CA 95453