

**BOARD OF DIRECTORS
HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
TUESDAY, OCTOBER 10, 2023
5:00 P.M.
CROWLEY LAKE COMMUNITY CENTER
58 PEARSON ROAD
CROWLEY LAKE, CALIFORNIA**

AGENDA

- 1. CALL MEETING TO ORDER**
 - A. Roll Call

- 2. ADDITIONS TO AGENDA**
 - A. Items added to the agenda must be approved by the Board pursuant to Government Code §54954.2

- 3. PUBLIC COMMENT**
 - A. The public may make a statement or pose questions on Items **NOT** on the agenda** (see note at end of agenda)
 - B. Public Comments – Availability Fee
 - C. Public Comments – Pump station – Property Owner Complaint

- 4. PRESENTATION**
 - A. **CaIPERS – UNFUNDED ACRUAL LIABILITY SAVINGS PROGRAM**

- 5. CONSENT AGENDA**
 - A. Financial Reports
 1. Consideration & Approval of Disbursements List
 - a. Disbursements and Checks
 - B. Review & Acceptance of Monthly Financial Reports
 1. Account Balances – All Funds
 2. Budget Report: YTD Actual to Budget Report –September 2023
 3. District Fund Transfers – September 2023
 4. Southern California Edison Report
 5. Equipment Use Hours Report
 - C. Approval of Minutes
 1. Minutes of the Regular Board Meeting of September 12, 2023

- 6. SEWER FACILITIES UPDATE - GENERAL UPDATE**
 - A. General Report on Status of Facilities, Operational Stability
 1. Plant Automation
 2. Clarifier #2
 3. Blower
 4. Wells
 5. Manholes and Sewer Lines
 6. Drying Beds
 7. Testing and Flows
 8. Miscellaneous Projects

- 7. NEW BUSINESS**
 - A. Availability Fees – Discussion
 - B. Pump Station – Discussion
 - C. Purchase Order and Contract – APG-Neuros (APGN, Inc.)
- 8. OLD BUSINESS - None**
- 9. NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS**
- 10. BOARD MEMBER COMMENTS/REPORTS**
- 11. ANNOUNCEMENTS**
 - A. Regular Board Meeting: October 10, 2023 at 5 p.m.
Crowley Lake Community Center
- 12. CLOSED SESSION**
 - A. Public Employees Performance Evaluation – Board Secretary/Finance Officer
Unrepresented (Government Code §54957)
- 13. ADJOURNMENT**

****NOTE:** Members of the public will have the opportunity to directly address the Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. In order to better accommodate members of the public, specific times for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board's schedule. All public comments will be limited by the President of the Board to a speaking time of three minutes.

Zoom Link

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HILTON CREEK COMMUNITY SERVICES DISTRICT CHECKS WRITTEN - ALL FUNDS September 13 through October 10, 2023

Type	Date	Num	Name	Memo	Amount
Sep 13 - 16, 23					
Bill Pmt -...	09/13/2023	8476	STATE WATER RESOURCES ...	VOID: GRADE II EXAM	0.00
Bill Pmt -...	09/13/2023	8477	STATE WATER RESOURCES ...	GRADE II EXAM	-155.00
Liability C...	09/14/2023		QuickBooks Payroll Service	Created by Payroll Service on 09/13/2023	-1,102.66
Paycheck	09/15/2023	DD13...	HAFNER, KEITH	Direct Deposit	0.00
Sep 13 - 16, 23					-1,257.66
Week of Sep 17, 23					
Bill Pmt -...	09/21/2023		Intuit	ACH PROCESSING FEES	-195.00
Week of Sep 17, 23					-195.00
Week of Sep 24, 23					
Bill Pmt -...	09/25/2023		Intuit	AUTOPAYMENT PROCESSING FEE	-3.00
Bill Pmt -...	09/25/2023		Intuit	AUTOPAYMENT PROCESSING FEE	-6.00
Bill Pmt -...	09/25/2023		Intuit	ACH PROCESSING FEES	-256.92
Bill Pmt -...	09/27/2023		PERS 457 Contributions	September 2023	-183.33
Bill Pmt -...	09/27/2023		PERS Retirement	September 2023	-949.04
Bill Pmt -...	09/30/2023		Intuit	ACH PROCESSING FEE	-144.00
Bill Pmt -...	09/30/2023	8478	Windsor Czeschin_	Medical Reimbursement	-1,287.00
Week of Sep 24, 23					-2,829.29
Week of Oct 1, 23					
Bill Pmt -...	10/01/2023		Intuit	AUTOPAYMENT PROCESSING FEE	-3.00
Bill Pmt -...	10/01/2023		PERS Health Insurance	September 2023	-2,460.02
Paycheck	10/01/2023	8480	Hatter, Jason T	Premium Standby Pay - October 2023 ...	-1,939.45
Liability C...	10/03/2023		QuickBooks Payroll Service	Created by Payroll Service on 09/30/2023	-16,303.72
Liability C...	10/03/2023	E-pay	EFTPS	94-2834850 QB Tracking # 731749294	-1,493.56
Liability C...	10/03/2023	E-pay	United States Treasury	94-2834850 QB Tracking # 731834294	-1.70
Liability C...	10/03/2023	E-pay	Emp. Dev. Dept.	499-0247-1 QB Tracking # 731884294	-108.06
Bill Pmt -...	10/03/2023		MAMMOTH DISPOSAL	September 2023	-207.66
Paycheck	10/04/2023	DD13...	ADAMSON, CYNTHIA R	Direct Deposit	0.00
Paycheck	10/04/2023	DD13...	CONNOLLY, ISABEL S	Direct Deposit	0.00
Paycheck	10/04/2023	DD13...	CZESCHIN, WINDSOR	Direct Deposit	0.00
Paycheck	10/04/2023	8479	PRESTON, DEVIN M		-226.33
Paycheck	10/04/2023	DD13...	SHIPLEY, STEVE H	Direct Deposit	0.00
Paycheck	10/04/2023	DD13...	HAFNER, KEITH	Direct Deposit	0.00
Paycheck	10/04/2023	DD13...	BEATTY, LORINDA A	Direct Deposit	0.00
Paycheck	10/04/2023	DD13...	CZESCHIN, WILLIAM	Direct Deposit	0.00
Week of Oct 1, 23					-22,743.50
Oct 8 - 10, 23					
Bill Pmt -...	10/10/2023		UMPQUA BANK	September 2023 - PAID ONLINE	-3,135.14
Bill Pmt -...	10/10/2023	8481	BABCOCK LABORATORIES, I...	ACCOUNT 4807	-104.98
Bill Pmt -...	10/10/2023	8482	BARTKIEWICZ, KRONICK & S...	AUDIT INQUIRY	-157.50
Bill Pmt -...	10/10/2023	8483	CYNTHIA ADAMSON_	REIMBURSEMENT - MEDICAL	-615.00
Bill Pmt -...	10/10/2023	8484	INFOSEND, INC	CUSTOMER BILLING 9/10/2023 + Avai...	-531.12

3:52 PM

10/06/23

Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
CHECKS WRITTEN - ALL FUNDS
September 13 through October 10, 2023

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -...	10/10/2023	8485	MOUNTAIN MEADOWS MUTU...	WATER - PUMP STATION - Oct - Nov ...	-300.00
Bill Pmt -...	10/10/2023	8486	SDRMA	Workers' Comp Insurance FY 2023 202...	-527.46
Bill Pmt -...	10/10/2023	8487	THE SHEET	Public Notices	-314.00
Oct 8 - 10, 23					-5,685.20
TOTAL					-32,710.65

Hilton Creek Community Services District					
Sewer Funds Account Balances					
As Of					
September 30, 2023					
	Previous				9/30/2023
Account	Balance	Credits	Debits	Adjustments	Balance
**Bank of America	36,254.82	80,551.48	(40,282.04)	-	76,524.26
Sewer Fund Use Fees & Expenses		41,916.13	(38,443.10)		
Cancelled / Return/ Fin. Chg Other		16.62			
County Inv. Pool Transfer		35,000.00			
LAIF Transfers					
Capital Reserve Transfer		-	-		
Connection Fees					
County Loan Transfer					
Availability Fees		350.00			
Juniper Deposits/Expenses		3,207.90	(1,838.94)		
Juniper Drive Transfers		-	-		
Admin / Late Fees		60.83			
Capital Reserve	159,820.41	1.31	-	-	159,821.72
Connection & Availability Fees					
Transfers					
Interest		1.31			
LAIF	5,102.70	-	-	-	5,102.70
Checking Transfers					No Change
Interest					
Other					
Other					
County Investment Pool	514,473.21	-	(35,000.00)	-	479,473.21
Checking Transfers			(35,000.00)		
LAIF Transfers					
Interest					
Unsec. Property Tax					
Secure Property Tax					
Other					
Unitary Property Tax					
Delinquent Accounts Collection					
Total**	715,651.14	80,552.79	(75,282.04)	-	720,921.89

** Balance Owed to Juniper Fund (1,237.46)
Total with Juniper Drive Oweing 719,684.43

COUNTY INVESTMENT POOL HOLDINGS - REMAINS WITHIN INVEMENT POOL					
HOLDINGS	35,092.80	125,000.00	-	-	160,092.80
Emergency Reserves Holdings	17,546.40	25,000.00			Net Prop Tax 2023-2024
Capital Reserves Holdings	17,546.40	25,000.00			
Operation Reserves Holdings		25,000.00			
PERS UAL Holdings		25,000.00			
Personnel Leave Liability Holdings		25,000.00			

Juniper Drive Special Zone of Benefit Funds
As Of
September 30, 2023

	Previous	Credits	Debits	Adjustments	9/30/2023 Balance
Bank of America	104,681.70	7,405.18	(117.00)	-	111,969.88
Juniper Drive Fees Collected		7,405.18			Snow Removal
Juniper Drive Expenses			(117.00)		
LAIF	4,767.79	-	-	-	4,767.79
Interest					No Change
Other					
County Investment Pool	318,945.90	-	-	-	318,945.90
Checking Transfers					No Change
Interest					
Other					
Total**	428,395.39	7,405.18	(117.00)	-	435,683.57

** Balance Owed to Juniper Fund 1,237.46

Total with Balance Owed to Sewer Fund 436,921.03

Juniper Drive Wash					
Fwd		JD Fees Coll	JD Checks	Adjust	SF Paid SF Owes JD
	(131.50)	3,207.90	(1,838.94)		1,237.46

Funds collected / paid in Sewer Fund

***154.38 End of Year Adjustments**

HILTON CREEK COMMUNITY SERVICES DISTRICT

Balance Sheet

As of September 30, 2023

10/02/23

Accrual Basis

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · 1 Bank of America-Checking	76,524.26
12000 · 3 B of America-Capital Reserve	159,821.72
13000 · 4 Mono Co Treasury Inv. Pool	479,473.21
14000 · 5 LAIF	
General Sewer Fund	4,957.36
14000 · 5 LAIF - Other	145.34
Total 14000 · 5 LAIF	5,102.70
Total Checking/Savings	720,921.89
Accounts Receivable	
Accounts receivable	
ADMIN FEE - DELINQUENT ACCOUNTS	-30.00
AVAILABILITY FEES	2,740.00
Non Customer	-291.60
SEWER USE FEES	
Finance Charge	2,747.59
LIEN FEE	-100.00
SEWER USE FEES - Other	52,736.87
Total SEWER USE FEES	55,384.46
Accounts receivable - Other	-92,301.54
Total Accounts receivable	-34,498.68
SEWER CONNECTION FEE	-110.62
Total Accounts Receivable	-34,609.30
Other Current Assets	
Allowance for uncollectibles	-254.45
1499 · Undeposited Funds	-221.24
Total Other Current Assets	-475.69
Total Current Assets	685,836.90
Fixed Assets	
Property, Plant & Equipment	
Equipment	3,104,881.53
Facilities Improvements	78,028.37
Other Equipment	21,391.22
Vehicles	16,500.00
Property, Plant & Equipment - Other	53,625.00
Total Property, Plant & Equipment	3,274,426.12
Total Fixed Assets	3,274,426.12
Other Assets	
Accumulated depreciation	-2,906,143.35
Total Other Assets	-2,906,143.35
TOTAL ASSETS	1,054,119.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · *Accounts Payable	-87.00
Total Accounts Payable	-87.00

HILTON CREEK COMMUNITY SERVICES DISTRICT

Balance Sheet

As of September 30, 2023

10/02/23

Accrual Basis

	Sep 30, 23
Other Current Liabilities	
Accounts payable	2,877.10
17000 · Juniper Dr SZB Clearing Acct	1,237.46
2100 · Payroll Liabilities	
457 Employee Cont	3,250.00
457 Employer Contributions	338.44
B Retirement - EE Cont	12,962.57
Retirement - Employer	1,719.15
2100 · Payroll Liabilities - Other	-1,620.79
Total 2100 · Payroll Liabilities	16,649.37
2110 · Direct Deposit Liabilities	156.05
Total Other Current Liabilities	20,919.98
Total Current Liabilities	20,832.98
Long Term Liabilities	
PENSION LIABILITIES	
Def inflows of resources-actuar	127,851.00
Def outflows of resources-actua	-26,206.00
Deferred outflows-contributions	-6,103.00
Net Pension Liability	147,505.00
Total PENSION LIABILITIES	243,047.00
Total Long Term Liabilities	243,047.00
Total Liabilities	263,879.98
Equity	
Capital Improvement Reserve	52,898.82
1110 · Retained Earnings	687,863.75
Net Income	49,477.12
Total Equity	790,239.69
TOTAL LIABILITIES & EQUITY	1,054,119.67

HILTON CREEK COMMUNITY SERVICES DISTRICT

All Sewer Fund Transaction Detail Report

September 2023

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit
Liability Check	09/01/2023	E-pay	Emp. Dev. Dept.	499-0247-1 Q...	10000 · 1 Bank o...		-SPLIT-		29.05
Liability Check	09/01/2023	E-pay	EFTPS	94-2834850 Q...	10000 · 1 Bank o...		-SPLIT-		4,126.16
Liability Check	09/01/2023	E-pay	Emp. Dev. Dept.	499-0247-1 Q...	10000 · 1 Bank o...		-SPLIT-		1,311.53
Transfer	09/01/2023			Funds Transf...	10000 · 1 Bank o...	162	13000 · 4 Mon...	35,000.00	
Liability Check	09/05/2023		QuickBooks Payroll ...	Created by P...	10000 · 1 Bank o...		2110 · Direct D...		19,355.92
Deposit	09/05/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	196.84	
Deposit	09/05/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	110.62	
Deposit	09/05/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	331.86	
Deposit	09/05/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	55.31	
Deposit	09/05/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	110.62	
Deposit	09/05/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	156.73	
Deposit	09/05/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	196.84	
Paycheck	09/06/2023	DD1334	ADAMSON, CYNTH...	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	DD1336	CONNOLLY, ISABE...	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	DD1338	CZESCHIN, WINDS...	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	8471	PRESTON, DEVIN M		10000 · 1 Bank o...	162	-SPLIT-		383.33
Paycheck	09/06/2023	DD1340	SHIPLEY, STEVE H	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	8470	Hatter, Jason T		10000 · 1 Bank o...	162	-SPLIT-		1,000.00
Paycheck	09/06/2023	DD1339	HAFNER, KEITH	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	DD1335	BEATTY, LORINDA A	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Paycheck	09/06/2023	DD1337	CZESCHIN, WILLIAM	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Deposit	09/07/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	563.88	
Deposit	09/07/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	221.24	
Deposit	09/07/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	2,842.99	
Bill Pmt -Check	09/07/2023		Bank of America	Remote Chec...	10000 · 1 Bank o...		20000 · *Accou...		15.00
Deposit	09/10/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	196.84	
Deposit	09/10/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	110.62	
Deposit	09/10/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	416.45	
Bill Pmt -Check	09/11/2023		MAMMOTH DISPO...	2023 08 01 T...	10000 · 1 Bank o...		20000 · *Accou...		207.66
Bill Pmt -Check	09/11/2023		MCWD	CUSTOMER ...	10000 · 1 Bank o...		20000 · *Accou...		90.00
Bill Pmt -Check	09/11/2023		SCE Plant	2023 08-02 to...	10000 · 1 Bank o...		20000 · *Accou...		2,358.34
Bill Pmt -Check	09/11/2023		SCE Pump Station	2023 08 02 to...	10000 · 1 Bank o...		20000 · *Accou...		996.18
Bill Pmt -Check	09/11/2023		UMPQUA BANK	August 2023 ...	10000 · 1 Bank o...		20000 · *Accou...		4,955.22
Bill Pmt -Check	09/11/2023	8472	BABCOCK LABOR...	ACCOUNT 48...	10000 · 1 Bank o...		20000 · *Accou...		566.17
Bill Pmt -Check	09/11/2023	8473	BARTKIEWICZ, KR...	RFP Bid Proc...	10000 · 1 Bank o...		20000 · *Accou...		393.75
Bill Pmt -Check	09/11/2023	8474	Emp. Dev. Dept.	ACCOUNT 4...	10000 · 1 Bank o...		20000 · *Accou...		46.78
Bill Pmt -Check	09/11/2023	8475	Inyo County Waste ...	00379	10000 · 1 Bank o...		20000 · *Accou...		165.00
Bill Pmt -Check	09/13/2023	8476	STATE WATER RE...	VOID: GRAD...	10000 · 1 Bank o...		20000 · *Accou...	0.00	
Bill Pmt -Check	09/13/2023	8477	STATE WATER RE...	GRADE II EX...	10000 · 1 Bank o...		20000 · *Accou...		155.00
Liability Check	09/14/2023		QuickBooks Payroll ...	Created by P...	10000 · 1 Bank o...		2110 · Direct D...		1,102.66
Paycheck	09/15/2023	DD1341	HAFNER, KEITH	Direct Deposit	10000 · 1 Bank o...	162	-SPLIT-	0.00	
Deposit	09/18/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	21,779.62	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	256.92	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	110.62	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	55.31	
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	73.15	
Deposit	09/20/2023			REFUND - C...	10000 · 1 Bank o...		6505 · Dues an...	16.62	

HILTON CREEK COMMUNITY SERVICES DISTRICT

All Sewer Fund Transaction Detail Report

September 2023

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit
Deposit	09/20/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	2,386.93	
Bill Pmt -Check	09/21/2023		Intuit	ACH PROCE...	10000 · 1 Bank o...		20000 · *Accou...		195.00
Deposit	09/21/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	221.24	
Deposit	09/22/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	201.61	
Deposit	09/22/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	10.00	
Bill Pmt -Check	09/25/2023		Intuit	AUTOPAYME...	10000 · 1 Bank o...		20000 · *Accou...		3.00
Bill Pmt -Check	09/25/2023		Intuit	AUTOPAYME...	10000 · 1 Bank o...		20000 · *Accou...		6.00
Bill Pmt -Check	09/25/2023		Intuit	ACH PROCE...	10000 · 1 Bank o...		20000 · *Accou...		256.92
Deposit	09/27/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	98.42	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	588.53	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	263.42	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	3,103.71	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	2,048.20	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	705.82	
Deposit	09/27/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	1,069.30	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	10.00	
Deposit	09/27/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Deposit	09/27/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		17000 · Junipe...	196.84	
Bill Pmt -Check	09/27/2023		PERS 457 Contributi...	September 2...	10000 · 1 Bank o...		20000 · *Accou...		183.33
Bill Pmt -Check	09/27/2023		PERS Retirement	September 2...	10000 · 1 Bank o...		20000 · *Accou...		949.04
Deposit	09/28/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	219.45	
Deposit	09/28/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	295.26	
Deposit	09/29/2023		JUNIPER DRIVE FE...	Deposit	10000 · 1 Bank o...		-SPLIT-	393.68	
Deposit	09/29/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	292.60	
Deposit	09/29/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	70.00	
Deposit	09/29/2023			Deposit	10000 · 1 Bank o...		-SPLIT-	4,841.89	
Deposit	09/29/2023			Deposit	10000 · 1 Bank o...		1499 · Undepo...	146.30	
Bill Pmt -Check	09/30/2023		Intuit	ACH PROCE...	10000 · 1 Bank o...		20000 · *Accou...		144.00
Bill Pmt -Check	09/30/2023	8478	Windsor Czeschin_	Medical Reim...	10000 · 1 Bank o...		20000 · *Accou...		1,287.00
TOTAL								80,551.48	40,282.04

HILTON CREEK COMMUNITY SERVICES DISTRICT

Juniper Drive Clearing Account Monthly Detail Report

September 2023

Type	Date	Name	Memo	Class	Debit	Credit
Bill	09/01/2023	PERS Health Insura...	10% Health Ins	164	215.34	
Bill	09/01/2023	PERS Health Insura...	10% Health Ins	164	30.65	
General Journal	09/01/2023		Total 10% CA...	164	38.33	
General Journal	09/01/2023		Total 10% IC ...	164	18.33	
General Journal	09/01/2023		Total 10% W...	164	38.33	
General Journal	09/01/2023		Total 10% DP...	164	38.33	
General Journal	09/01/2023		Total 10% SS...	164	38.33	
Deposit	09/05/2023	JUNIPER DRIVE FE...	J6014012 PE...	164		196.84
Deposit	09/05/2023	JUNIPER DRIVE FE...	J6013019-001...	164		196.84
Deposit	09/07/2023	JUNIPER DRIVE FE...	J6016017 CZ...	164		196.84
Deposit	09/07/2023	JUNIPER DRIVE FE...	J6016015 CZ...	164		85.10
Deposit	09/07/2023	JUNIPER DRIVE FE...	J6020017 DA...	164		196.84
Deposit	09/07/2023	JUNIPER DRIVE FE...	J6020016-001...	164		85.10
Deposit	09/10/2023	JUNIPER DRIVE FE...	J6019007 HA...	164		196.84
Bill	09/11/2023	UMPQUA BANK	10% OFFICE	164	27.40	
Bill	09/11/2023	UMPQUA BANK	10% FUEL	164	36.67	
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6014008 MIL...	164		98.42
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6012001 RO...	164		393.68
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6017004 CA...	164		196.84
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6017005 CA...	164		85.10
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6013002 RO...	164		196.84
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6016005 SO...	164		196.84
Deposit	09/27/2023	JUNIPER DRIVE FE...	J6013019-001...	164		196.84
Deposit	09/28/2023	JUNIPER DRIVE FE...	J6016016 ES...	164		196.84
Deposit	09/28/2023	JUNIPER DRIVE FE...	J6016016-001...	164		98.42
Deposit	09/29/2023	JUNIPER DRIVE FE...	J6013006 HA...	164		196.84
Deposit	09/29/2023	JUNIPER DRIVE FE...	J6019007 HA...	164		196.84
Bill	09/30/2023	Windsor Czeschin_	10% Medical ...	164	128.70	
General Journal	09/30/2023		10% GROSS ...	164	551.72	
General Journal	09/30/2023		10% GROSS ...	164	105.32	
General Journal	09/30/2023		10% GROSS ...	164		
General Journal	09/30/2023		10% GROSS ...	164	336.90	
General Journal	09/30/2023		10% GROSS ...	164	18.33	
General Journal	09/30/2023		Total 10% CA...	164	28.33	
General Journal	09/30/2023		Total 10% IC ...	164	28.33	
General Journal	09/30/2023		Total 10% W...	164	28.33	
General Journal	09/30/2023		Total 10% DP...	164	28.33	
General Journal	09/30/2023		Total 10% SS...	164	28.33	
Bill	09/30/2023	PERS 457 Contributi...	10%	164	18.33	
Bill	09/30/2023	PERS Retirement	10% ER CON...	164	56.28	
TOTAL					1,838.94	3,207.90

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT

Balance Sheet

As of September 30, 2023

10/02/23

Accrual Basis

	<u>Sep 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101 - Checking - B of A	111,969.88
102 - LAIF	4,767.79
Mono County Treasury Inv. Pool	318,945.90
Total Checking/Savings	<u>435,683.57</u>
Accounts Receivable	
120 - ACCOUNTS RECEIVABLE	
121 - FINANCE CHARGES	880.31
122 - MAINTENANCE FEES	8,871.14
Total 120 - ACCOUNTS RECEIVABLE	<u>9,751.45</u>
Total Accounts Receivable	9,751.45
Other Current Assets	
JDSZB Wash Account	1,237.46
Total Other Current Assets	<u>1,237.46</u>
Total Current Assets	<u>446,672.48</u>
TOTAL ASSETS	<u>446,672.48</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202 - ACCOUNTS PAYABLE	-3.00
Total Accounts Payable	<u>-3.00</u>
Total Current Liabilities	<u>-3.00</u>
Total Liabilities	-3.00
Equity	
32000 · 304 - Retained Earnings	435,650.34
Net Income	11,025.14
Total Equity	<u>446,675.48</u>
TOTAL LIABILITIES & EQUITY	<u>446,672.48</u>

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10/02/23

Accrual Basis

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Transactions By Month
September 2023

Type	Date	Memo	Account	Clr	Split	Debit	Credit
Sep 23							
Deposit	09/07/2023	Deposit	101 - Checking - B o...	X	12000 · Undep...	196.84	
Deposit	09/18/2023	Deposit	101 - Checking - B o...	X	-SPLIT-	6,586.00	
Deposit	09/22/2023	Deposit	101 - Checking - B o...	X	12000 · Undep...	170.20	
Bill Pmt -Check	09/28/2023	ACH PROCE...	101 - Checking - B o...	X	202 - ACCOU...		3.00
Bill Pmt -Check	09/28/2023	ACH PROCE...	101 - Checking - B o...	X	202 - ACCOU...		114.00
Deposit	09/29/2023	Deposit	101 - Checking - B o...	X	-SPLIT-	452.14	
Sep 23						7,405.18	117.00

JUNIPER DRIVE WASH ACCCOUNT Transactions By Month September 2023

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
Sep 23									
General Journal	09/01/2023	LB FY...		Health Insura...	JDSZB Wash Account		-SPLIT-		215.34
General Journal	09/01/2023	LB FY...		Health Insura...	JDSZB Wash Account		JDSZB Wash ...	30.65	
General Journal	09/01/2023	LB FY...		10% CA Gros...	JDSZB Wash Account		-SPLIT-		38.33
General Journal	09/01/2023	LB FY...		10% IC Gross...	JDSZB Wash Account		JDSZB Wash ...		18.33
General Journal	09/01/2023	LB FY...		10% WC Gro...	JDSZB Wash Account		JDSZB Wash ...		38.33
General Journal	09/01/2023	LB FY...		10% DP Gros...	JDSZB Wash Account		JDSZB Wash ...		38.33
General Journal	09/01/2023	LB FY...		10% SS Gros...	JDSZB Wash Account		JDSZB Wash ...		38.33
Deposit	09/05/2023			Deposit	JDSZB Wash Account		12000 · Undep...	196.84	
Deposit	09/07/2023			Deposit	JDSZB Wash Account		12000 · Undep...	196.84	
Deposit	09/07/2023			Deposit	JDSZB Wash Account		-SPLIT-	563.88	
Deposit	09/11/2023			Deposit	JDSZB Wash Account		12000 · Undep...	196.84	
General Journal	09/11/2023	LB FY...		CC Fuel	JDSZB Wash Account		-SPLIT-		36.67
General Journal	09/11/2023	LB FY...		CC Office Exp...	JDSZB Wash Account		JDSZB Wash ...		27.40
Deposit	09/27/2023			Deposit	JDSZB Wash Account		12000 · Undep...	98.42	
Deposit	09/27/2023			Deposit	JDSZB Wash Account		-SPLIT-	1,069.30	
Deposit	09/27/2023			Deposit	JDSZB Wash Account		12000 · Undep...	196.84	
Deposit	09/28/2023			Deposit	JDSZB Wash Account		-SPLIT-	295.26	
Deposit	09/29/2023			Deposit	JDSZB Wash Account		-SPLIT-	393.68	
General Journal	09/30/2023	LB FY...		10% Board M...	JDSZB Wash Account		-SPLIT-		128.70
General Journal	09/30/2023	LB FY...		10% CA Gros...	JDSZB Wash Account		-SPLIT-		28.33
General Journal	09/30/2023	LB FY...		10% IC Gross...	JDSZB Wash Account		JDSZB Wash ...		28.33
General Journal	09/30/2023	LB FY...		10% WC Gro...	JDSZB Wash Account		JDSZB Wash ...		28.33
General Journal	09/30/2023	LB FY...		10% DP Gros...	JDSZB Wash Account		JDSZB Wash ...		28.33
General Journal	09/30/2023	LB FY...		10% SS Gros...	JDSZB Wash Account		JDSZB Wash ...		28.33
General Journal	09/30/2023	LB FY...		10% GROSS ...	JDSZB Wash Account		-SPLIT-		551.72
General Journal	09/30/2023	LB FY...		10% ADD RE...	JDSZB Wash Account		JDSZB Wash ...		105.32
General Journal	09/30/2023	LB FY...		100% JUNIP...	JDSZB Wash Account		JDSZB Wash ...	0.00	
General Journal	09/30/2023	LB FY...		10% Retireme...	JDSZB Wash Account		-SPLIT-		56.28
General Journal	09/30/2023	LB FY...		10% 457 BC	JDSZB Wash Account		JDSZB Wash ...		18.33
General Journal	09/30/2023	LB FY...		10% Gross L...	JDSZB Wash Account		-SPLIT-		336.90
General Journal	09/30/2023	LB FY...		10% ADD CO...	JDSZB Wash Account		JDSZB Wash ...		18.33
								3,207.90	1,838.94
Sep 23									

HILTON CREEK COMMUNITY SERVICES DISTRICT

Profit & Loss

September 2023

10/02/23

Accrual Basis

	<u>Sep 23</u>
Ordinary Income/Expense	
Income	
4010 · Fees	
Use Fees	77,662.41
4010 · Fees - Other	482.52
	<hr/>
Total 4010 · Fees	78,144.93
	<hr/>
Total Income	78,144.93
	<hr/>
Gross Profit	78,144.93
Expense	
Professional Fees	
6280 · Legal Fees	
Operations	393.75
	<hr/>
Total 6280 · Legal Fees	393.75
	<hr/>
Total Professional Fees	393.75
	<hr/>
6003 · Depreciation Expense	7,500.00
	<hr/>
6100 · Employee Benefits	
A Medical Reimb - Board	1,158.30
A Medical Reimb - Employee	0.00
B Health Insurance	
6104 · C Health Insurance - OIT	1,938.12
6105 · D Health Insurance - Retired	275.91
	<hr/>
Total B Health Insurance	2,214.03
	<hr/>
C Retirement	
B Retirement - EE Contributions	
6111 · Retirement EE Cont - OIT	386.20
	<hr/>
Total B Retirement - EE Contributions	386.20
	<hr/>
6108 · Retirement ER Cont - OIT	506.56
	<hr/>
Total C Retirement	892.76
	<hr/>
E 457 Employer Cont	
6115 · 457 Employer Cont - OIT	165.00
	<hr/>
Total E 457 Employer Cont	165.00
	<hr/>
F Additional Compensation	
6116 · Add Compensation - Director	733.35
6117 · Add Compensation - Secretary	165.00
	<hr/>
Total F Additional Compensation	898.35
	<hr/>
Total 6100 · Employee Benefits	5,328.44
	<hr/>
6200 · Payroll Expenses	
6201 · Gross Payroll-Board of Director	670.00
	<hr/>
6203 · Gross Payroll OIT/Maint Tech	
Additional Duties - OIT	1,223.61
Overtime 1.5 OIT Tech	596.88
Weekly Standby Stipend - OIT	312.50
6203 · Gross Payroll OIT/Maint Tech - Other	4,860.16
	<hr/>
Total 6203 · Gross Payroll OIT/Maint Tech	6,993.15
	<hr/>
6204 · Gross Payroll - Chief Plant Op	
Weekly Standby Stipend - CPO	118.75
6204 · Gross Payroll - Chief Plant Op - Other	9,087.50
	<hr/>
Total 6204 · Gross Payroll - Chief Plant Op	9,206.25
	<hr/>
6205 · Gross Payroll - Per Diem	1,000.00
6206 · Gross Payroll-Secretary	3,032.13

HILTON CREEK COMMUNITY SERVICES DISTRICT

Profit & Loss

September 2023

10/02/23

Accrual Basis

	<u>Sep 23</u>
6210 · Payroll Taxes	751.06
Total 6200 · Payroll Expenses	21,652.59
6500 · Operations Administration	
6505 · Dues and Subscriptions	-16.62
6557 · Telephone	
6557C · Telephone - Fire Alarm	42.22
Total 6557 · Telephone	42.22
Total 6500 · Operations Administration	25.60
6506 · Travel - Non Litigation	
6306 · Travel	1,372.74
6506 · Travel - Non Litigation - Other	191.10
Total 6506 · Travel - Non Litigation	1,563.84
6550 · Office Expenses	
6550A · Bank Service Charges	622.92
6550C · Website / Advert./ Pub Notice	210.60
6550E · Postage/Shipping - Lab Testing	195.67
6550G · Office Communication- Not Phone	36.00
Total 6550 · Office Expenses	1,065.19
6556 · Education	795.00
6600 · Repairs & Maintenance	
6601 · A Automobile Expense	
6601A · Fuel	330.01
Total 6601 · A Automobile Expense	330.01
6603 · Lab Testing	656.17
6604 · Plant - General / Misc	1,419.43
6605 · Tools & Equipment - Non Capital	703.26
6608 · Sludge Removal	165.00
6611 · U Utilities	
6611 B · SCE - Plant	2,358.34
6611 C · SCE - Pump Station	996.18
Total 6611 · U Utilities	3,354.52
Total 6600 · Repairs & Maintenance	6,628.39
Total Expense	44,952.80
Net Ordinary Income	33,192.13
Other Income/Expense	
Other Income	
Interest Income	1.31
Total Other Income	1.31
Other Expense	
8010 · Other Expenses	0.00
Total Other Expense	0.00
Net Other Income	1.31
Net Income	33,193.44

	Proposed SEWER Budget	August	September	Year To Date	Over	% used	Goal
Estimated EMPLOYEE BENEFITS							
Medical Reimbursement - Director (5)	11,696.00		1,158.30	1,158.30	(10,537.70)	10%	-15%
Medical Reimbursement - GM	1,800.00			-	(1,800.00)	0%	-25%
Medical Reimbursement - OIT	4,496.00			-			
Medical Reimbursement - Secretary	3,200.00			-			
Health Insurance (1) General Manager	25,000.00				(25,000.00)	0%	-25%
Health Insurance (1) Base Rate OIT	25,000.00	1,938.12	1,938.12	5,814.54	(19,185.46)	23%	-2%
Health Insurance - Retired (2)	3,300.00	275.91	275.91	827.85	(2,472.15)	25%	0%
Retirement Benefits - Employer Contributions GM	9,233.35			-	(9,233.35)	0%	-25%
Retirement Benefits - Employer Contributions OIT (10.1%)	6,100.00			-	(6,100.00)	0%	-25%
*** Retirement Benefits - Employee Contributions GM	7,000.00	1,013.12	506.56	1,519.68			
***Retirement Benefits - Employee Contributions OIT	4,700.00	772.40	386.20	1,158.60			
***457 - Employee Contributions	0.00	330.03		330.03	330.03		
457 Employer Contributions GM	1,980.00			-	(1,980.00)	0%	-25%
457 Employer Contributions OIT	1,980.00		165.00	165.00	(1,815.00)	8%	-17%
Add Compensation - Directors	9,900.00	785.15	733.35	1,518.50	(8,381.50)	15%	-10%
Add Compensation - Secretary	1,980.00	146.70	165.00	311.70	(1,668.30)	16%	-9%
SUBTOTAL	117,365.35	5,261.43	5,328.44	12,804.20	(87,843.43)	11%	-14%
PAYROLL							
Salaries & Employee Benefits:		850.00	670.00	1,520.00			
Director's Gross Salary							
+ \$3,000 Special Meetings if they occur	8,100.00			-	(8,100.00)	0%	-25%
General Manager Salary	91,419.30			-	(91,419.30)	0%	-25%
OIT	61,000.00	4,198.03	4,860.16	9,058.19	(51,941.81)	15%	-10%
OIT Overtime	10,000.00	1,870.20	596.88	2,467.08			
OIT Additional Duties Pay	13,500.00	1,478.53	1,223.61	2,702.14			
OIT Operations Stand by Time	7,000.00	450.00	312.50	762.50			
Chief Plant Operator - Part Time	55,000.00	6,475.00	9,087.50	15,562.50	(39,437.50)	28%	3% OVER
CPO Operations Stand by Time	7,000.00	-	118.75	118.75			
Perdiem	25,000.00	1,855.00	1,000.00	3,855.00	(21,145.00)	15%	-10%
Secretarial Gross Salary Part Time	36,000.00	4,476.89	3,032.13	7,509.02	(28,490.98)	21%	-4%
Payroll Taxes	26,000.00	1,366.83	751.06	2,194.39	(23,805.61)	8%	-17%
SUBTOTAL	340,019.30	23,020.48	21,652.59	45,749.57	(264,340.20)	0.88	(0.87)

	Proposed SEWER Budget	August	September	Year To Date	Over	% used	Goal	
OPERATIONS								
Liability Insurance	9,000.00			8,396.08	(603.92)	93%	68%	
Worker's Comp Insurance	8,100.00			5,624.42	(2,475.58)	69%	44%	
Accounting	10,800.00			-	(10,800.00)	0%	-25%	
Legal Fees	5,000.00		393.75	393.75				
Rate Study Avail Fees & Connection Fees	36,000.00			-				
Dues & Subscriptions	2,610.00	930.00	(16.62)	913.38	(1,696.62)	35%	10% OVER	
Travel -Non Litigation	900.00		1,563.84	1,563.84	663.84	174%	149% OVER	
License and Fees	30,000.00			-	(30,000.00)	0%	-25%	
Educational Expenses	8,100.00		795.00	795.00	(7,305.00)	10%	-15%	
Telephone	3,240.00	255.00	42.22	339.63	(2,900.37)	10%	-15%	
Office Expenses	9,000.00	805.87	1,065.19	2,432.30	(6,567.70)	27%	2% OVER	
Rent/Property Lease	500.00			-				
Contingency Admin Operations	10,000.00			-	(10,000.00)	0%	-25%	
	SUBTOTAL	133,250.00	1,990.87	3,843.38	20,458.40	(71,685.35)	4.19	1.69
REPAIRS & MAINTENANCE								
Auto Expenses	4,500.00	142.87	330.01	472.88	(4,027.12)	11%	-14%	
Contract Services	5,000.00			-	(5,000.00)	0%	-25%	
Lab Testing	6,500.00	389.55	656.17	1,135.72	(5,364.28)	17%	-8%	
Plant - General Repairs & Maintenance	15,000.00	938.73	1,419.43	2,358.16	(12,641.84)	16%	-9%	
Tools & Equipment - Non Capital	20,000.00	2,507.62	703.26	3,210.88	(16,789.12)	16%	-9%	
SCADA	15,000.00			-	(15,000.00)	0%	-25%	
Plant - Pond Maintenance	5,350.00			-	(5,350.00)	0%	-25%	
Plant - Sludge Removal	9,000.00	125.50	165.00	290.50	(8,709.50)	3%	-22%	
Sewer Lines - Vactor & General Maintenance	25,000.00			-	(25,000.00)	0%	-25%	
Supplies	900.00			-	(900.00)	0%	-25%	
Water	1,200.00			300.00	(900.00)	25%	0%	
SCE - Plant	30,000.00	3,477.21	2,358.34	5,835.55	(24,164.45)	19%	-6%	
SCE - Pump Station	11,000.00	1,307.68	996.18	2,303.86	(8,696.14)	21%	-4%	
Heavy Equipment & Snow Removal Plant	15,000.00	1,250.00		1,250.00	(13,750.00)	8%	-17%	
Repairs & Maintenance Contingency	10,198.00			-	(10,198.00)	0%	-25%	
	SUBTOTAL	173,648.00	10,139.16	6,628.39	17,157.55	(156,490.45)	10%	-15%

	Proposed SEWER Budget	August	September	Year To Date	Over	% used	Goal
LONG TERM LIABILITY							
Debt - So Cal Ren - In Capital	16,600.00			-	(16,600.00)		
CalPERS Unfunded Liability	21,150.00			19,142.10			
Leave Payout (Vac & SL)	17,000.00			-			
SUBTOTAL	54,750.00	-	-	19,142.10	(16,600.00)		
SUBTOTAL ALL EXPENSES							
	913,532.65	47,911.94	44,952.80	137,811.82	(668,959.43)	15%	-10%
LESS ADJUSTMENTS							
***Non-Budget Items Expense	106,200.00	9,615.55	8,392.76	25,508.31	(80,691.69)	24%	-1%
**** Vacant GM Position	129,432.65	-	-	-	(129,432.65)	0%	-25%
TOTAL ADJUSTED EXPENSES	677,900.00	38,296.39	36,560.04	112,303.51	(565,596.49)	17%	-8%

10% Juniper Drive Cost Share has been calculated out of SewerC Budget

HILTON CREEK COMMUNITY SERVICES District
Budget to Actual
September 30, 2023

REVENUE	Proposed SEWER Budget			Year To Date	Over (Under)	% used of Budget	Goal 0.2500	Over
		August	September					
General Operating Revenue:								
Property Taxes <u>Transferred</u> to Operations ESTIMATE	231,000.00		35,000.00	66,000.00	(165,000.00)	29%	4%	OVER
Sewer Operation & Maintenance Revenue:								
Sewer Use Fees ESTIMATE	446,900.00	29,069.47	41,916.13	97,347.70	(349,552.30)	22%	-3%	
Sewer Capital Improvement Revenue: Moved								
Investment Revenue								
Interest on Investments	0.00				(0.00)			
Transfer From Reserves	0.00				(0.00)			
Transfer From Other Funds	0.00				(0.00)			
Other Revenue	0.00		16.62		(0.00)			
Late Charges	0.00		60.83		(0.00)			
TOTAL REVENUES	677,900.00	29,069.47	76,916.13	163,347.70	(514,552.30)	0.50	0.00	-
EXPENSES								
ADMINISTRATION EXPENSES								
Administration Fee				-	-			
Trasfer out to Emergency Reserves				-				
Transfer out to Capital Improvement Projects				-				
Mono County Admin Fee (Book Entry)	4,500.00			-	(4,500.00)	0%	-25%	
***Depreciation Expense (Book Entry Only)	90,000.00	7,500.00	7,500.00	22,500.00	(67,500.00)	25%	0%	
SUBTOTAL	94,500.00	7,500.00	7,500.00	22,500.00	(72,000.00)	0.25	(0.25)	-

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT

Profit & Loss

September 2023

10/02/23

Accrual Basis

	Sep 23
Ordinary Income/Expense	
Income	
400 - REVENUE	
401 - Maintenance Fees	14,555.06
Total 400 - REVENUE	14,555.06
Total Income	14,555.06
Gross Profit	14,555.06
Expense	
500- OPERATING EXPENSES	
504 - Employee Benefits	
504-A - Retirement	56.28
504-AA-457 Employer Contributio	18.33
504-B - Health Insurance	245.99
504 D 10% Dir Med Reimb.	128.70
Total 504 - Employee Benefits	449.30
64900 · 507 - Office Expense	
60400 · 502 - Bank Service Charges	114.00
64900 · 507 - Office Expense - Other	27.40
Total 64900 · 507 - Office Expense	141.40
66000 · 508 - Payroll Expenses	
508-B - Gross Payroll - Sec.	336.90
508 D - 10% Director Gross	313.30
Additional Compensation	18.33
Gross Salary - OIT/Maint Tech	657.04
OIT OVERTIME	0.00
Total 66000 · 508 - Payroll Expenses	1,325.57
67200 · 511 - Repairs and Maintenance	
60200 · 514- Automobile Expense	36.67
Total 67200 · 511 - Repairs and Maintenance	36.67
Total 500- OPERATING EXPENSES	1,952.94
Total Expense	1,952.94
Net Ordinary Income	12,602.12
Net Income	12,602.12

**JUNIPER DRIVE
Budget to Actual
September 30, 2023**

REVENUE	BUDGET	August	September	Year to Date	Over (Under)	%	Goal %
		Month 2	Month 3		{+ or -}	Rec	0.25000
Road Maintenance Revenue:							
Maintenance Fees Collected	50,000.00	2,615.14	7,405.18	16,409.48	(33,590.52)	33%	8% OVER
Maintenance Fees Collected Through Sewer Fund	35,000.00	3,417.34	3,207.90	7,788.51	(27,211.49)	22%	-3%
Combined Maintenance Fees Collected	85,000.00	6,032.48	10,613.08	24,197.99	(60,802.01)	28%	3% OVER
Interest - LAIF	-	-	-	31.74	31.74		
Interest - County Investment Pool	-	2,345.25	-	2,345.25	2,345.25		
Transfer	-	-	-	-	-		
Late Fees	-	-	-	-	-		
TOTAL REVENUES	170,000.00	8,377.73	10,613.08	26,574.98	(119,227.03)	16%	16% OVER
EXPENSES							
ADMINISTRATION EXPENSES Used							
Administration Fee	-	-	-	-	-		
SUBTOTAL	-	-	-	-	-		
EMPLOYEE BENEFITS							
Medical Reimbursement - Director	1,300.00	-	128.70	128.70	(1,171.30)	10%	-15%
Medical Reimbursement - Employee	851.00	-	-	-	(851.00)	0%	-25%
Health Insurance - Base	3,000.00	245.99	245.99	707.35	(2,292.65)	24%	-1%
Health Insurance - Retired	400.00	-	-	30.67	(369.33)	8%	-17%
Retirement Benefits - Employer Contributions	700.00	112.56	56.28	202.64	(497.36)	29%	4% OVER
457 Employer Contributions	220.00	36.67	18.33	55.00	(165.00)	25%	0%
Sec Additional Compensation	220.00	36.67	18.33	55.00	(165.00)	25%	0%
SUBTOTAL:	6,691.00	431.89	467.63	1,179.36	(5,511.64)	18%	-7%
PAYROLL							
Salaries & Employee Benefits:							
Director's Gross Salary	1,500.00	181.70	313.30	495.00	(1,005.00)	33%	8% OVER
Manager Gross Salary	0.00	-	-	-	(0.00)	0%	-25%
OIT Gross Salary + Add Duties Pay	8,500.00	1,319.17	657.04	1,976.21	(6,523.79)	23%	-2%
OIT Overtime (JD OT Only)	7,000.00	-	-	-	-		
Leave Buy Out	1,900.00	-	-	-	-		
Secretarial Gross Salary	4,000.00	892.14	336.90	1,229.04	(2,770.96)	31%	6% OVER
SUBTOTAL	22,900.00	2,393.01	1,307.24	3,700.25	(19,199.75)		
OPERATIONS							
Liability Insurance	1,000.00	-	-	932.90	(67.10)	93%	68% OVER
Worker's Comp Insurance	900.00	-	-	624.94	(275.06)	69%	44% OVER
PERS Unfunded Liability	2,350.00	-	-	2,093.10	(256.90)	89%	64% OVER
Accounting	1,200.00	-	-	-	(1,200.00)	0%	-25%
Legal	-	-	-	-	-		
Dues & Subscriptions	290.00	70.00	-	70.00	(220.00)	24%	-1%
Travel -Non Litigation	100.00	-	-	-	(100.00)	0%	-25%
License and Fees	0.00	-	-	-	(0.00)	0%	-25%
Office Expenses	2,000.00	81.41	141.40	333.81	(1,666.19)	17%	-8%
Educational Expenses	810.00	-	-	-	(810.00)	0%	-25%
Telephone	360.00	23.63	-	23.63	(336.37)	7%	-18%
Contingency	10,000.00	-	-	-	(10,000.00)	0%	-25%
SUBTOTAL	19,010.00	175.04	141.40	4,078.38	(14,931.62)	21%	-4%
REPAIRS & MAINTENANCE							
Auto Expenses	800.00	15.87	36.67	52.54	(747.46)	7%	-18%
Contract Services	-	-	-	-	-		
Snow Removal Contract	25,000.00	-	-	-	(25,000.00)	0%	-25%
Snow Removal Beyond Contract	20,000.00	11,250.00	-	11,250.00	(8,750.00)	56%	31% OVER
Supplies	0.00	-	-	-	(0.00)		
Repairs & Maintenance	50,000.00	-	-	-	(50,000.00)	0%	-25%
Transfer to Juniper Drive Investment Account	74,200.00	-	-	-	(74,200.00)	0%	-25%
SUBTOTAL:	170,000.00	11,265.87	36.67	11,302.54	(158,697.46)	7%	7% OVER
Debt Service:							
TOTAL EXPENSES	218,601.00	14,265.81	1,952.94	20,260.53	(179,140.72)	9%	9% OVER
Year to Date Available Revenue				26,574.98			
Year to Date Expenses				20,260.53			
Net Available Revenue				6,314.45			

HILTON CREEK COMMUNITY SERVICES District
Preliminary Capital Improvement Budget FY 2023 2024
Saturday, September 30, 2023

REVENUE		July	August	September	Year To Date	Budget Remaining
		0.0833	0.1667	0.2500		
General Capital Reserve Funds						
Balance FWD	67,593.06	0.00			0.00	67,593.06
Sewer Connection Fees	14,686.00				0.00	14,686.00
Availability Fees	1,050.00			350.00	350.00	700.00
Sewer Connection Inspection Fees	100.00				0.00	100.00
Investment Interest	12.00		1.35	1.31	2.66	9.34
<i>Potential Reserves Allocation</i>	42,456.40	42,456.40			42,456.40	0.00
<i>So Cal Ren Loan</i>	91,806.00					91,806.00
<i>Transfer from Other Funds</i>	0.00				0.00	0.00
TOTAL REVENUES	217,703.46	42,456.40	1.35	351.31	42,809.06	174,894.40
EXPENSES						
Capital Improvement Projects - 5 Year Plan						
Clarifier 2 Parts (Paid in FY 2021/2022 Budget)						0.00
Clarifier 2 - Labor & Heavy Equipment	20,000.00	1,887.30	525.00	3,160.00	5,572.30	14,427.70
Clarifier 1 Parts	50,000.00				0.00	50,000.00
Clarifier 1 Labor & Heavy Equipment	22,000.00				0.00	22,000.00
Aeration Blowers = Oxygen ** / SCR Loan	91,806.00	0.00	0.00	367.20	367.20	91,438.80
Drying Beds / Sludge Dewatering	150,000.00					150,000.00
Emergency Generator - Plant	150,000.00					150,000.00
Sewer Lines Camera	15,000.00				0.00	15,000.00
District Vehicle	75,000.00				0.00	75,000.00
Capital Purchases - Failed Equipment	0.00				0.00	0.00
Capital Off Road Vehicle - Manhole Access	0.00				0.00	0.00
SUBTOTAL	573,806.00	1,887.30	525.00	3,527.20	5,939.50	567,866.50

DEFICIT -356,102.54

**Pendng TXF from General Fund*

HILTON CREEK COMMUNITY SERVICES DISTRICT
Investment Accounts Report FY 2023 2024
September 30, 2023

	August	September	Year To Date	Last Fiscal Year
Mono County & LAIF REVENUE	0.1667	0.2500		
Investment Pool Revenue				
Property Taxes Recorded in County Investment Pool				
Secure Property Tax			-	147,570.63
Unsecure Property Tax			-	
Excess ERAF	35,606.29		35,606.29	40,124.36
Unitary			-	4,444.25
LAIF			-	
Total Property Tax Received	35,606.29	-	35,606.29	192,139.24
Fund Interest - Sewer Fund			-	10,292.15
Fund Interest - Juniper Drive			-	7,485.19
Tax Fund Interest 100% Sewer Fund			-	9,330.14
Other Tax Fund Interest 100% Sewer Fund			-	425.76
LAIF Interest - Sewer Fund			-	86.36
LAIF Interest - Juniper Drive			-	80.64
Total Interest	-	-	-	27,700.24
Delinquent Accounts Payments			-	2,354.96
Miscellaneous			-	
Total Miscellaneous	-	-	-	2,354.96
Total Investment Pool Revenue	35,606.29	-	35,606.29	
Investment Transferred				
Funds Transferred from Hilton Creek - Mono			-	
Funds Transferred from Juniper Drive - Mono			-	
Funds Transferred From Capital - Mono			-	
Funds Transferred from Hilton Creek - LAIF			-	
Funds Transferred from Juniper Drive - LAIF			-	
Funds Transferred From Capital - LAIF			-	
Total Investments Transferred	-	-	-	-
Transfers and Expenses				
Property Tax Admin Fee			-	3,212.00
Property Taxes Transferred to Operations		35,000.00	66,000.00	81,998.00
Property Taxes Transferred to Capital			-	
Property Taxes Transferred to Juniper			-	
Delinquent Account Payments TXF to Operations			-	2,354.96
Miscellaneous Adjustments			-	(248.87)
Total Outgoing	-	35,000.00	66,000.00	87,316.09
Net Investment Pool Revenue	-	(35,000.00)	(66,000.00)	
Funds Earmarked for Reserves, Capital and Operating			Running Tot	
Emergency Reserves			42,456.40	17,456.40
Capital Reserves			42,456.40	17,456.40
Operation Reserves			25,000.00	
PERS UAL			25,000.00	
Personnel Leave Liabilities			25,000.00	
Total Earmarked Funds	-	-	159,912.80	34,912.80
Net Investment Funds	-	(35,000.00)	(225,912.80)	69,825.60

Labor Hours Per Capital Project

	July	Aug	Sept
Clarifier #2			
Billy	1.50		
Keith	4.50	3.00	11.00
Jason	9.00		13.00
Other	187.50		
Total Clarifier 2	202.50	3.00	24.00

Blower			
Billy			1.00
Keith			
Jason			2.00
Other			
Total Blower	-	-	3.00

Hourly Rates Clarifier				
Billy	38.20	57.30	-	-
Keith	175.00	787.50	525.00	1,925.00
Jason	95.00	855.00	-	1,235.00
Other		187.50	-	-
Total Labor Costs - Clarifier 2		1,887.30	525.00	3,160.00

Hourly Rates Blower				
Billy	38.20	-	-	38.20
Keith	175.00	-	-	-
Jason	95.00	-	-	190.00
Other		-	-	-
Total Labor Costs - Blower		-	-	228.20

Part Costs			
Clarifier 2			
Blower			139.00

	July	Aug	Sept
Total Clarifier 2 Costs	1,887.30	525.00	3,160.00
Total Blower Costs	-	-	367.20

HCCSD Mono County Investment Pool

Balance Sheet

As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Mono County Investment Pool	798,419.11
Total Checking/Savings	798,419.11
Total Current Assets	798,419.11
TOTAL ASSETS	798,419.11
LIABILITIES & EQUITY	
Equity	
Owners Equity	828,812.82
Net Income	-30,393.71
Total Equity	798,419.11
TOTAL LIABILITIES & EQUITY	798,419.11

HCCSD Mono County Investment Pool

Profit & Loss

July 2023 through June 2024

	<u>Jul '23 - Jun 24</u>
Ordinary Income/Expense	
Income	
TAX REVENUE	
Excess ERAF	35,606.29
Total TAX REVENUE	<u>35,606.29</u>
Total Income	35,606.29
Expense	
Transfer	
Operations Transfer- General	66,000.00
Total Transfer	<u>66,000.00</u>
Total Expense	<u>66,000.00</u>
Net Ordinary Income	<u>-30,393.71</u>
Net Income	<u><u>-30,393.71</u></u>

COUNTY OF MONO
G/L TRANSACTION DETAIL

From Date: 07/01/2023
 To Date: 06/30/2024
 From Account: 380
 To Account: 380
 Include Accounts With No Activity
 Run Date: 10/02/2023
 User: slegrand

NO CHANGE

G/L#	EFFECTIVE DATE	DESCRIPTION	STP SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
380-00-000-00100	07/07/2023	CASH - HILTON CREEK COMM SVC DISTRICT District Draw Request 7/3/2023	SYS AP	591940		14267	HILTON CREEK COMMUNITY SERVICES DISTRICT	70323	Balance	Forward 31,000.00	828,812.82 797,812.82
	08/01/2023	PC-Excess ERAF	AJ GL	602363					35,606.29		833,419.11
	08/31/2023	District Draw Request 8/23/2023	SYS AP	602288		14740	HILTON CREEK COMMUNITY SERVICES DISTRICT	082323		35,000.00	798,419.11
		TOTAL							35,606.29	66,000.00	798,419.11
380-00-000-00203		ACCOUNTS PAYABLE							Balance	Forward	0.00
	07/05/2023	District Draw Request 7/3/2023	SYS AP	591937		14267	HILTON CREEK COMMUNITY SERVICES DISTRICT	70323		31,000.00	31,000.00 CR
	07/07/2023	District Draw Request 7/3/2023	SYS AP	591940		14267	HILTON CREEK COMMUNITY SERVICES DISTRICT	70323	31,000.00		0.00
	08/23/2023	District Draw Request 8/23/2023	SYS AP	602282		14740	HILTON CREEK COMMUNITY SERVICES DISTRICT	082323		35,000.00	35,000.00 CR
	08/31/2023	District Draw Request 8/23/2023	SYS AP	602288		14740	HILTON CREEK COMMUNITY SERVICES DISTRICT	082323	35,000.00		0.00
		TOTAL							66,000.00	66,000.00	0.00
380-00-000-00208		Long-Term Debt Payable							Balance	Forward	0.00
380-00-000-00497		FUND BALANCE AVAILABLE							Balance	Forward	694,101.47 CR
380-00-000-14010		INTEREST INCOME							Balance	Forward	0.00
380-00-000-17010		MISCELLANEOUS REVENUE							Balance	Forward	0.00
	08/01/2023	FY 2022 Excess ERAF Allocation	AJ GL	602363						35,606.29	35,606.29 CR
		TOTAL							0.00	35,606.29	35,606.29 CR
380-00-000-20010		EXPENDITURES							Balance	Forward	0.00
	07/05/2023	District Draw Request 7/3/2023	SYS AP	591937		14267	HILTON CREEK COMMUNITY	70323	31,000.00		31,000.00

G/L#	EFFECTIVE DATE	DESCRIPTION	STP SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	DEBIT	CREDIT	BALANCE
	08/23/2023	District Draw Request 8/23/2023	SYS AP	602282		14740	SERVICES DISTRICT HILTON CREEK COMMUNITY SERVICES DISTRICT	082323	35,000.00		66,000.00
		TOTAL							66,000.00	0.00	66,000.00
		GRAND TOTAL							167,606.29	167,606.29	134,711.35

HILTON CREEK COMMUNITY SERVICES DISTRICT
County Investment Pool Activity Detail Report
 July through September 2023

Type	Date	Name	Memo	Split	Debit	Credit
Jul 23						
Transfer	07/10/2023		Funds Transf...	10000 · 1 Bank...		31,000.00
Deposit	07/31/2023		FY 2022 2023...	Mono County T...	2,105.21	
Jul 23					2,105.21	31,000.00
Aug 23						
Check	08/31/2023		FY 2022 2023...	Interest Income		1.32
Deposit	08/31/2023		FY 2022 2023...	Interest Income	3,601.03	
Deposit	08/31/2023		HOPTR Intere...	Interest Income	2.38	
Deposit	08/31/2023		ERAF 2022	Mono County T...	35,606.29	
Deposit	08/31/2023		Tax Fund Intr...	Interest Income	116.39	
Aug 23					39,326.09	1.32
Sep 23						
Transfer	09/01/2023		Funds Transf...	10000 · 1 Bank...		35,000.00
Sep 23					0.00	35,000.00
TOTAL					41,431.30	66,001.32

5:08 PM

10/02/23

Accrual Basis

JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Mono County Inv. Pool Transactions
 July 2023 through June 2024

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit
Jul 23 Jul 23									
Aug 23 Deposit	08/31/2023			FY 2022 2023...	Mono County Treas...		601- Interest In...	2,345.25	
Aug 23								2,345.25	0.00
Sep 23 Sep 23									
Oct 23 Oct 23									
Nov 23 Nov 23									
Dec 23 Dec 23									
Jan 24 Jan 24									
Feb 24 Feb 24									
Mar 24 Mar 24									
Apr 24 Apr 24									
May 24 May 24									
Jun 24 Jun 24									
TOTAL								<u>2,345.25</u>	<u>0.00</u>

California State Treasurer
Fiona Ma, CPA



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

October 02, 2023

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

HILTON CREEK COMMUNITY SERVICES DISTRICT

SECRETARY OF THE BOARD
3222 CROWLEY LAKE DR.
CROWLEY LAKE, CA 93546

[Tran Type](#)
[Definitions](#)



Account Number: 16-26-001

September 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	9,870.49
Total Withdrawal:	0.00	Ending Balance:	9,870.49

HILTON CREEK COMMUNITY SERVICES DISTRICT
LAIF Fiscal Year Transaction Detail Report
 July 2023 through June 2024

Type	Date	Num	Memo	Account	Split	Debit	Credit
Jul 23 Deposit	07/14/2023		April to June	14000 · 5 LAIF	Interest Income	39.75	
Jul 23						39.75	0.00
Aug 23 Aug 23							
Sep 23 Sep 23							
Oct 23 Oct 23							
Nov 23 Nov 23							
Dec 23 Dec 23							
Jan 24 Jan 24							
Feb 24 Feb 24							
Mar 24 Mar 24							
Apr 24 Apr 24							
May 24 May 24							
Jun 24 Jun 24							
TOTAL						<u>39.75</u>	<u>0.00</u>

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10/02/23

Accrual Basis

**JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
 LAIF Transactions Fiscal Year 2020/2021
 July 2023 through June 2024**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Debit</u>	<u>Credit</u>
Jul 23 Deposit	07/14/2023		FY 2022 2023...	102 - LAIF	601- Interest In...	37.14	
Jul 23						37.14	0.00
Aug 23 Aug 23							
Sep 23 Sep 23							
Oct 23 Oct 23							
Nov 23 Nov 23							
Dec 23 Dec 23							
Jan 24 Jan 24							
Feb 24 Feb 24							
Mar 24 Mar 24							
Apr 24 Apr 24							
May 24 May 24							
Jun 24 Jun 24							
TOTAL						<u>37.14</u>	<u>0.00</u>

HILTON CREEK COMMUNITY SERVICES DISTRICT
Capital Reserve Transaction Detail Report
 July through September 2023

Type	Date	Memo	Account	Split	Debit	Credit
Jul 23						
Transfer	07/05/2023	Connection F...	12000 · 3 B of Ameri...	10000 · 1 Bank...	7,343.00	
Deposit	07/31/2023	July 2023	12000 · 3 B of Ameri...	Interest Income	1.35	
Jul 23					7,344.35	0.00
Aug 23						
Transfer	08/23/2023	Funds Transf...	12000 · 3 B of Ameri...	10000 · 1 Bank...	420.00	
Deposit	08/31/2023	August 2023	12000 · 3 B of Ameri...	Interest Income	1.35	
Aug 23					421.35	0.00
Sep 23						
Deposit	09/29/2023	Deposit	12000 · 3 B of Ameri...	Interest Income	1.31	
Sep 23					1.31	0.00
TOTAL					7,767.01	0.00

HILTON CREEK COMMUNITY SERVICES DISTRICT
Revenue Report FY 2023 2024
September 30, 2023

	July Updated May & June	August Updated May & June	September Jul & Aug	Year To Date
Sewer Operation & Maintenance Revenue:				
Previous Month's Outstanding (Even Month's Only)		34,852.77		
Sewer Use Fees Billed	61,279.95	2,233.13	78,144.93	141,658.01
Late & Admin Fees Charges Billed	346.17			285.34
Availability Fees Charged	2,540.00			
Other Charges Billed				-
Total Charged	64,166.12	37,085.90	78,144.93	215,564.92
Sewer Fees Collected	26,773.35	28,680.10	41,916.13	97,369.58
Late & Admin Fees Collected		192.49	60.83	253.32
Availability Fees Collected			350.00	
Other Collections		0.01		0.01
*Total Collected	26,773.35	28,872.60	42,326.96	97,972.91
Less Prepaid	(2,259.01)	(4,667.74)	(2,022.77)	(8,949.52)
Total Net Collections	24,514.34	24,204.86	40,304.19	89,023.39
Outstanding Collections Sewer Use Fees	34,506.60	8,405.80	36,228.80	79,141.20
Outstanding Collections - Late & Admin Fees	346.17	(192.49)	(60.83)	
Percent Collected	38%	65%	52%	41%
<i>*Payment associated with Invoice Date</i>				

	July May & June	August May & June	September Jul & Aug	Year To Date
Juniper Drive Revenue				
Previous Month's Outstanding (Even Month's Only)		7,132.64		
Road Maintenance Fees Billed	14,555.06		14,555.06	29,110.12
Late Fees Charges				-
Other Charges				-
Total Charged	14,555.06	7,132.64	14,555.06	40,184.74
Road Maintenance Fees Collected	6,979.74	5,979.92	10,613.08	23,572.74
Late Fees Collected	442.68	28.19		470.87
Other Collections				-
*Total Collected	7,422.42	6,008.11	10,613.08	24,043.61
Less Prepaid	(85.10)	(367.04)	(98.42)	(550.56)
Total Net Collections	7,337.32	5,641.07	10,514.66	23,493.05
Juniper Outstanding Road Maintenance Fees	7,575.32	(5,979.92)	3,941.98	5,537.38
Outstanding Collections - Late & Admin Fees	(442.68)	(28.19)	-	
Percent Collected	50%	79%	72%	58%
<i>*Payment associated with Invoice Date</i>				

HILTON CREEK COMMUNITY SERVICES DISTRICT

District Funds Transfer Transactions

July 2023 through June 2024

Type	Date	Memo	Account	Debit	Credit
Jul 23					
Transfer	07/05/2023	Connection Fee - Adkins A6033015 - Sierra Springs	10000 · 1 Bank of America-Chec...		7,343.00
Transfer	07/05/2023	Connection Fee - Adkins A6033015 - Sierra Springs	12000 · 3 B of America-Capital ...	7,343.00	
Transfer	07/10/2023	Funds Transfer - Operating Expenses - FY 2023 PERS UAL - S...	10000 · 1 Bank of America-Chec...	31,000.00	
Transfer	07/10/2023	Funds Transfer - Operating Expenses - FY 2023 PERS UAL - S...	13000 · 4 Mono Co Treasury Inv....		31,000.00
Jul 23				38,343.00	38,343.00
Aug 23					
Transfer	08/07/2023	Funds Transfer Snow Removal	10000 · 1 Bank of America-Chec...	11,250.00	
Transfer	08/07/2023	Funds Transfer Snow Removal	17000 · Juniper Dr SZB Clearing...		11,250.00
Transfer	08/23/2023	Funds Transfer Clear Account Including Snow Removal	10000 · 1 Bank of America-Chec...	10,552.66	
Transfer	08/23/2023	Funds Transfer Availability Fees FY 2022 2023	10000 · 1 Bank of America-Chec...		420.00
Transfer	08/23/2023	Funds Transfer Avail Fees FY 2022 2023	12000 · 3 B of America-Capital ...	420.00	
Transfer	08/23/2023	Funds Transfer Clear Account Including Snow Removal	17000 · Juniper Dr SZB Clearing...		10,552.66
Aug 23				22,222.66	22,222.66
Sep 23					
Transfer	09/01/2023	Funds Transfer Operating Expenses - Payroll and Vactoring	10000 · 1 Bank of America-Chec...	35,000.00	
Transfer	09/01/2023	Funds Transfer Operating Expenses - Payroll and Vactoring	13000 · 4 Mono Co Treasury Inv....		35,000.00
Sep 23				35,000.00	35,000.00
Oct 23					
Oct 23					
Nov 23					
Nov 23					
Dec 23					
Dec 23					
Jan 24					
Jan 24					
Feb 24					
Feb 24					
Mar 24					
Mar 24					
Apr 24					
Apr 24					
May 24					
May 24					
Jun 24					
Jun 24					

5:18 PM

10/02/23

Accrual Basis

HILTON CREEK COMMUNITY SERVICES DISTRICT
District Funds Transfer Transactions
July 2023 through June 2024

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Debit</u>	<u>Credit</u>
TOTAL				<u>95,565.66</u>	<u>95,565.66</u>

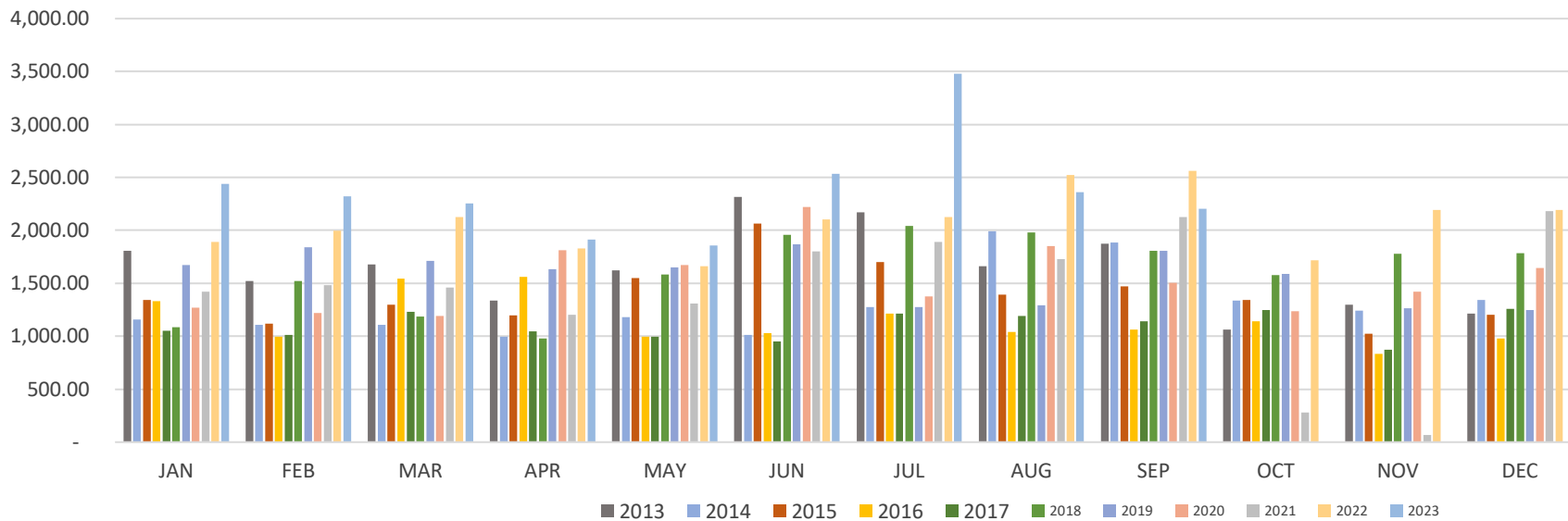
JUNIPER DRIVE SPECIAL ZONE OF BENEFIT
Fund Transfer Transactions
 July 2023 through June 2024

	Type	Date	Memo	Account	Debit	Credit
Jul 23						
Jul 23						
Aug 23						
	Transfer	08/07/2023	Funds Transf...	101 - Checking - B o...		11,250.00
	Transfer	08/07/2023	Funds Transf...	JDSZB Wash Account	11,250.00	
	Transfer	08/23/2023	Funds Transf...	101 - Checking - B o...		10,552.66
	Transfer	08/23/2023	Funds Transf...	JDSZB Wash Account	10,552.66	
	Transfer	08/28/2023	Reverse 8/23/...	101 - Checking - B o...	10,552.66	
	Transfer	08/28/2023	Reverse 8/23/...	JDSZB Wash Account		10,552.66
Aug 23					32,355.32	32,355.32
Sep 23						
Sep 23						
Oct 23						
Oct 23						
Nov 23						
Nov 23						
Dec 23						
Dec 23						
Jan 24						
Jan 24						
Feb 24						
Feb 24						
Mar 24						
Mar 24						
Apr 24						
Apr 24						
May 24						
May 24						
Jun 24						
Jun 24						
TOTAL					32,355.32	32,355.32

HILTON CREEK CSD PLANT SCE ELECTRIC BILLS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2013	1,807.29	1,522.48	1,680.87	1,335.15	1,621.01	2,317.05	2,169.45	1,661.44	1,871.40	1,061.05	1,300.27	1,215.51
2014	1,159.40	1,105.89	1,105.96	998.57	1,180.62	1,015.24	1,274.09	1,992.96	1,882.55	1,337.29	1,241.11	1,345.37
2015	1,344.08	1,117.86	1,296.95	1,198.81	1,551.49	2,063.42	1,699.59	1,394.97	1,471.93	1,344.89	1,026.53	1,204.75
2016	1,330.52	995.19	1,543.03	1,563.37	998.18	1,029.09	1,211.52	1,040.58	1,065.69	1,140.95	830.92	978.51
2017	1,049.12	1,015.01	1,229.32	1,046.69	995.55	952.91	1,212.89	1,192.97	1,139.88	1,247.67	870.98	1,257.64
2018	1,084.24	1,519.62	1,185.24	980.79	1,585.18	1,958.72	2,039.38	1,980.39	1,804.35	1,579.83	1,778.21	1,782.52
2019	1,671.33	1,837.85	1,711.43	1,632.48	1,649.44	1,867.10	1,273.14	1,294.31	1,807.81	1,587.41	1,264.56	1,246.17
2020	1,269.72	1,220.72	1,189.09	1,813.11	1,673.46	2,222.14	1,374.75	1,852.97	1,506.67	1,237.67	1,422.08	1,644.73
2021	1,418.22	1,481.29	1,462.87	1,205.59	1,308.92	1,802.50	1,893.58	1,730.03	2,126.50	279.15	68.30	2,181.00
2022	1,891.71	1,994.83	2,124.45	1,826.94	1,662.05	2,105.34	2,125.08	2,525.43	2,563.23	1,719.03	2,193.01	2,193.11
2023	2,441.54	2,322.66	2,252.72	1,913.41	1,859.59	2,532.82	3,477.21	2,358.34	2,206.05			

SCE Plant Electric Costs
2019 - Present



Plant Electric Use Comparison							PEAK HOURS PLANT			
	FY 2022-2023		FY 2023-2024		Difference		ON PEAK	MID PEAK	OFF PEAK	SPR OFF
	Kwh	Cost	Kwh	Cost	Kwh	Cost				
JUL	10406	2125.08	15030	3477.21	4624	1352.13	2118	1108	11804	
AUG	13062	2525.43	10174	2358.34	-2888	-167.09	1551	575	8048	
SEP	13448	2563.23	10029	2206.05	-3419	-357.18	1399	679	7845	106
OCT	10413	1719.03			-10413	-1719.03				
NOV	13501	2193.01			-13501	-2193.01				
DEC	13020	2193.11			-13020	-2193.11				
JAN	13245	2441.54			-13245	-2441.54				
FEB	12718	2322.66			-12718	-2322.66				
MAR	12910	2252.72			-12910	-2252.72				
APR	10437	1913.41			-10437	-1913.41				
MAY	10298	1859.59			-10298	-1859.59				
JUN	10452	2532.82			-10452	-2532.82				

Pump Station Use Comparison							PEAK HOURS PUMP			
	FY 2021-2022		FY 2022-2023		Difference		ON PEAK	MID PEAK	OFF PEAK	SPR OFF
	Kwh	Cost	Kwh	Cost	Kwh	Cost				
JUL	2751	737.95	4943	1307.68	2192	569.73	751	377	3815	
AUG	2762	758.52	3348	996.18	586	237.66	574	230	2544	
SEP	3098	822.66	3818	1016.42	720	193.76	596	317	2854	54
OCT	3069	618.61			-3069	-618.61				
NOV	3840	711.44			-3840	-711.44				
DEC	4175	853.36			-4175	-853.36				
JAN	4095	928.76			-4095	-928.76				
FEB	3899	740.11			-3899	-740.11				
MAR	4254	830.09			-4254	-830.09				
APR	5594	1171.26			-5594	-1171.26				
MAY	5192	1046.49			-5192	-1046.49				
JUN	4356	1216.66			-4356	-1216.66				

SUMMER COST PERIODS (June 1 to Sept 30)

PEAK	WEEKDAYS	WEEKENDS & HOLIDAYS
ON	4-9 PM	
MID		4-9PM
OFF	12 AM - 4 PM 9 PM - 12 AM	12 AM TO 4 PM 9 PM - 12 AM

WINTER COST PERIODS (Oct 1 to May 31)

PEAK	WEEKDAYS	WEEKENDS & HOLIDAYS
MID	4-9 PM	4-9 PM
OFF	12 AM - 8 AM 9 PM - 12 AM	12 AM TO 8 AM 9 PM - 12 AM
SUPER OFF	8 AM-4PM	8 AM-4PM

Fiscal Year Summary
 July 1, 2022 to June 30, 2023
 Equipment Use

	Sewer		Juniper		Total	
	Hours	Cost	Hours	Cost	Hours	Cost
July	7.50	897.50	-	22,500.00	7.50	25,000.00
August	5.50	387.50	-	-	5.50	387.50
September - No Charges	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Contract Hours Exceeded	-	-	-	-	-	-
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
Fiscal Year Total	13.00	1,285.00	-	22,500.00	13.00	25,387.50

Total Reimbursement

Notes:

Contact Agreement = \$25,000 for 60 hours of work. After 60 hours, hourly rates apply
 60 hour criteria met in December

Juniper Drive to be reimbursed for sewer costs over \$2,500 within the 60 hour limit

Snow Activity

**HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
September 12, 2023
5:00 P.M.
CROWLEY LAKE COMMUNITY CENTER
58 PEARSON ROAD, CROWLEY LAKE, CALIFORNIA
Minutes**

1. **Steve Shipley called the meeting to order at 5:13 p.m.**

A. ROLL CALL

Members Present: Cindy Adamson, Isabel Connolly, Windsor Czeschin, Devin Preston and Steve Shipley
Members Absent: None
Staff Present: Lorinda Beatty, Billy Czeschin and Keith Hafner
Guests: Pam Bold – High Sierra Energy

2. **ADDITIONS TO AGENDA – None**

3. **PUBLIC COMMENT - None**

4. **CONSENT AGENDA**

A. Financial Reports

1. Consideration & Approval of Disbursements List

B. Review Acceptance of Monthly Financial Reports

1. Account Balances – All Funds
2. Budget Report: YTD Actual to Budget Report August 2023
3. District Fund Transfers - August 2023
3. Southern California Edison Report
4. Equipment Use Hours

C. Approval of Minutes

1. Minutes of the Regular Board meeting of August 8, 2023
3. Minutes of the Special Board meeting of August 15, 2023

Motion: To accept the Consent Agenda as presented.

Moved by Ms. Adamson, Second by Ms. Czeschin

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Aye	Abstain	Aye	Aye	Aye

5. SEWER FACILITIES UPDATE - GENERAL MANAGER UPDATE

A. General Manager Report on Status of Facilities and Operational

Mr. Hafner reported that the plant is running very well. Mr. Czeschin attended a Grade II Operator class and was pleased with the course.

1. Plant Automation update

Cameras and associated equipment have been installed at the lift station and work will continue to have the system automation operational soon.

2. Clarifier #2

The clarifier project continues at a steady pace.

3. Blower

The blower discussion was covered in the public hearing.

4. Wells

Nothing new to report.

5. Manholes

Several manholes have been located, some covered by landscaping.

6. Drying Beds

No Updates on the drying beds.

7. Regular Testing

8. Miscellaneous Projects

Mr. Czeschin reported that he has encountered some problems with property owners that have encroached onto the easement and property owners denying access or demanding that he leave the easement. The Board directed Ms. Beatty to write a letter to provide to the property owners regarding District easements.

6. NEW BUSINESS

A. ORDINANCE DISCUSSION

Ms. Beatty stated that at the last meeting, Mr. Czeschin requested this topic to be added to the agenda. This item will be tabled for a later date.

B. CalPERS 457(b) Enrollment

Ms. Beatty advised the Board that any employee that receives a W2 can participate in the program regardless of their pension enrollment and provided handouts provided by CalPERS.

C. CalPERS 457 Amendment to include Roth Options.

Ms. Beatty advised that the 457 program also includes Roth options if the Board chooses to allow it. It was the consensus of the Board to allow Ms. Beatty to include the Roth program through CalPERS 457 program for District options with no cost to the District.

7. OLD BUSINESS

A. Potential Housing Density

Ms. Beatty advised the Board that her research into the two lots that can provide multifamily housing that were for sale are no longer an issue at the moment.

8. NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS - None

9. BOARD MEMBER COMMENTS/REPORTS - None

10. ANNOUNCEMENTS

A. Regular Board Meeting October 10, 2023 at 5 pm

11. CLOSED SESSION

A. Public Employees Performance Evaluation – Board Secretary/Finance Officer Unrepresented (Government Code §54957)

Motion: To Adjourn the September 12, 2023 Regular Board Meeting into closed session a 6:22 pm

Moved by Ms. Czeschin, Second by Ms. Adamson

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Aye	Aye	Aye	Aye	Aye

Motion: To Adjourn the September 12, 2023 closed session into open session at 6:59 pm

Moved by Ms. Connolly, Second by Ms. Adamson

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Aye	Aye	Aye	Aye	Aye

There were no announcements

12. ADJOURNMENT

Motion: To Adjourn the September 12, 2023 Regular Board Meeting at 6:59 p.m.

Moved by Ms. Connolly, Second by Ms. Adamson

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Preston	Mr. Shipley
Aye	Absent	Aye	Aye	Aye

The meeting was adjourned at 6:59 pm.

PURCHASE ORDER

Hilton Creek Community Services District
 3222 Crowley Lake Drive
 Crowley Lake, CA 93546

ISSUED TO		SHIP TO		
APGN, INC. APG- NEUROS		HILTON CREEK COMMUNITY SERVICES DISTRICT		
1270 Michele-Bohec		3222 Crowley Lake Drive		
Blainville, QC, J7C-5S4		Crowley Lake, CA 93546		
DATE	SHIP BY	FREIGHT	CONFIRM TO	
09/19/2023	TBD	TBD	Keith Hafner William Czeschin	
TERMS	SHIP DATE	SPECIAL INSTRUCTIONS		
Exhibit A	TBD			
QTY ORD	QTY REC	DESCRIPTION	UNIT COST	EXT. COST
Exhibit A		Blower Equipment		42,400.00
Exhibit A		Auto DO Control Equipment (Two Aeration Basins)		12,200.00
Exhibit A		Turnkey Delivery		15,500.00
Exhibit A Taxes & Duties are Not included Lifting Equipment – Supplied by District Connection of Power Feed Cable to blower and connection of cables to DO Equipment provided by District				
			Total Price	70,100.00

Short Term Public Works Construction Contract - ATTACHMENT A

- EXHIBIT A: Scope of Work
- EXHIBIT B: APG-Neuros Turbo Blower Scope of Supply Proposal

AUTHORIZED SIGNATURE _____ DATE _____

**HILTON CREEK COMMUNITY SERVICES DISTRICT
SHORT FORM PUBLIC WORKS CONSTRUCTION CONTRACT**

Name of Project	PROJECT 2023-1
Contractor Name, Address and Capacity (e.g., corporation, partnership)	APG-Neuros, APGN, Inc.
List and Title of Contract Exhibits	Exhibit A: Scope of Work
Type of Required California Contractor's License Classification	
Total Contract Price	\$ 70,100
Daily Liquidated Damages Amount (insert zero if none)	\$0.00
District Representative Name, Title, and Address	Keith Hafner, Chief Plant Operator or William Czeschin, Plant Operator in Training (760) 935-4500 3222 Crowley Lake Drive Crowley Lake, CA 93546
Date of Contract	

This contract is made by and between Hilton Creek Community Services District and the Contractor named above, who agree as follows:

1. Scope of Work. This Public Works Construction Contract, the Contract exhibit(s) listed above, approved Change Orders, and, if applicable, the notice inviting bids, addenda, Contractor's bid and bid forms constitute the "Contract" between the parties. For purposes of this Contract, the "Work" shall mean the scope of work as described in the exhibit(s).

2. Time of Completion. The Work shall be completed by the deadline stated in the exhibit(s) or, if no deadline is stated in the exhibit(s), Contractor shall perform the Work diligently and as expeditiously as possible consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract.

3. Contractor's Performance. Contractor shall construct, install, perform and do the Work, and shall furnish, provide and pay for all labor, equipment, materials, tools, supplies, transportation, permits, sales and taxes, and shop drawings necessary or appropriate to complete the Work. Contractor shall perform in the Work in a good and workmanlike manner, and such Work shall be done to the approval and satisfaction of District.

4. Contract Price and Payments.

(a) If Contractor performs the Work in accordance with this Contract and to the satisfaction of District, District shall pay Contractor in the amount and manner as set forth in the exhibit(s); however, the total Contract price shall not exceed the sum stated above, unless otherwise agreed to in writing by District. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 95% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The five percent not paid shall be withheld by District until final completion and acceptance of the Work. However, in lieu of withholding of money, and in accordance with the provisions of California Public Contract Code section 22300, Contractor may substitute securities to ensure performance under the Contract.

(b) If payment is to be made by progress payments, then, in accordance with California Public Contract Code section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If District determines it not to be a proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven days after receipt of the payment request. If District determines the payment request to be properly submitted and undisputed, the District shall make the payment to Contractor within 30 days after receipt of the payment request. If District does not pay a properly submitted and undisputed payment request within this 30-day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

(c) No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. Compliance with Laws. Contractor shall give all notices and comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work. Contractor is responsible for the safety of its workers and Contractor shall comply with, and require its workers to comply with, all applicable federal and state worker and job site safety-related laws and regulations, including, but not limited to, applicable federal Department of Labor, Occupational Safety and Health Administration (“OSHA”) regulations and California Department of Industrial Relations (including the Division of Occupational Safety and Health and Occupational Safety and Health Standards Board (“Cal/OSHA”)) regulations and safety orders. Contractor shall promptly notify District’s Representative in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to District’s Representative, it shall bear all costs arising therefrom.

6. Permits and Licenses. Permits, licenses, and easements necessary for the performance of the Work shall be obtained and paid for by Contractor, unless otherwise provided in the exhibit(s). Contractor must hold the current and valid type of California contractor's license classification described above for the duration of the Work.

7. Authority of District and District's Representative.

(a) The District's representative listed above is the representative of the District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the Work. His/her decisions on these matters shall be final and conclusive. District's Representative has the authority to reject all Work and materials which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. District's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the District's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by District's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by District's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by District's Representative.

(b) Except as provided elsewhere in the Contract, neither District nor District's Representative will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract, neither District nor District's representative will be responsible for or have control or charge over the acts or omissions of Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by District or its authorized representatives shall not make Contractor an agent of District, and the liability of Contractor for all damages to persons and/or to public or private property arising from Contractor's execution of the Work shall not be lessened because of such general control.

8. Contractor's Understanding. Contractor acknowledges that it has, by careful investigation and inspection, satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor District's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in this Contract.

9. Subcontractors. All subcontractors and suppliers engaged in work will be considered as employees of Contractor, and Contractor shall be held responsible for their work, which shall be subject to the provisions of the Contract. Contractor will provide the following information: (a) the name and the, location of the place of business, and California contractor's license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor

who, under subcontract to Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract, in any amount in excess of 1/2 of 1 percent of the Contract amount. Contractor shall ensure that all subcontractors employed on the work comply with all applicable laws and regulations, including payment of prevailing wages, employment of apprentices, and preparation and submission of accurate and complete payrolls. Contractor shall be fully responsible to District for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and District. Each subcontract shall contain a suitable provision for the suspension or termination thereof with or without cause. If a legal action, including arbitration and litigation, against District is initiated by a subcontractor or supplier, Contractor shall reimburse District for the amount of legal, engineering and all other expenses incurred by District in defending itself in said action. District and District's Representative reserve the right to approve all subcontractors.

Contractor shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

10. Changes in the Work. District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

(a) Based on the unit prices contained in section 4, if applicable.

(b) Mutually agreed-upon lump sum or unit price adjustment.

(c) Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

11. Guarantee.

(a) Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work. The District shall have the right to

call for such inspection or inspections of the work before the end of the one-year guarantee period and Contractor shall attend and participate in such inspection(s) upon request of District. This guarantee does not excuse Contractor for any other liability related to defective Work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the Work, if any, upon completion of the Work and prior to final payment. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

(b) In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defect repaired and made good at the expense of Contractor, which shall pay the costs and charges for such repair immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee

12. Suspension of Work. District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

13. Termination.

(a) This Contract may be terminated with or without cause at any time by District by giving 10 days' advance written notice to Contractor. In the event of such termination, Contractor shall be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.

(b) If District terminates the Contract because of Contractor's failure to do the Work with such diligence as will ensure the completion of the Work within the time specified in the Contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilize in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

14. Prevailing Wages. Contractor agrees to pay all workers employed on this Work not less than the general prevailing rate of per diem wages for Work of a similar character in the locality of District, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code (in particular sections 1770-1780) and applicable regulations and orders. A copy of the applicable prevailing rate of per diem wages is available to the contractor at the administrative offices of District. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$200 for each calendar day or portion thereof for

each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage.

15. Labor Nondiscrimination. In accordance with California Labor Code section 1735, throughout the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age (over 40), or sexual orientation (as those discrimination bases are defined in California Government Code sections 12926 and 12926.1) of such persons, except as provided in California Government Code section 12940. Any contractor violating this nondiscrimination provision shall be subject to penalties that may be imposed pursuant to Division 2, Part 7, Chapter 1 of the California Labor Code.

16. Eight-Hour Day Limitation.

(a) Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.

(b) Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810 through 1815.

17. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the Labor Commissioner's assessment of a penalty of \$100 per day per worker.

18. Employment of Apprentices. Contractor shall comply with, and take such actions as necessary to effectuate, the apprentice employment requirements as set forth at California Labor Code sections 1777.5, 1777.6 and 1777.7.

19. Character of Worker. If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, such employee or subcontractor shall be removed from the Work immediately, and such person or subcontractor shall not again be

employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

20. Superintendence. Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the Work site at all times while Work is actually in progress. When Work is not in progress and during periods of Work suspension, arrangements acceptable to District's Representative shall be made for any emergency work that may be required.

21. Inspection and Testing of Work.

(a) Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by District's Representative. District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he or she shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.

(b) Contractor shall provide access to District's Representative and other agents of District, and agents of the federal, state, or local governments at all reasonable hours for inspection and testing to ascertain compliance with the Contract and applicable laws and regulations. Contractor shall cooperate in providing such access, and shall, upon request by District's Representative, promptly provide safe and convenient facilities, labor and materials reasonably needed by District's Representative for performing all inspection and tests.

(c) If, after any inspection or testing by District's Representative, District finds any of the Work to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. Upon failure of Contractor to comply with any order of District's Representative made under this section, District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

22. Trade Names and Alternatives. For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District's Representative that the acceptable quality and suitability of the alternative(s).

23. Protection of Work and Safety.

(a) Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work.

(b) District's Representative's construction review and inspection of Contractor's performance shall not include any review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the job site.

(c) Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety procedures and practices shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as may be necessary to prevent injury to personnel and damage to property. Contractor shall provide and maintain, in accordance with California Labor Code section 6708, OSHA and Cal/OSHA requirements, adequate emergency first aid treatment for its employees and anyone else who may be injured in connection with the work.

(d) Contractor shall have an Injury/Illness Prevention Program (IIPP) in place to protect the safety of its employees and ensure that its subcontractors also have an IIPP or comply with Contractor's program. The Contractor's IIPP shall comply with and be at least as effective as the requirements of section 3203 of Title 8 of the California Code of Regulations. Upon request, Contractor will submit a copy of its IIPP to the District.

(e) If the Work includes the construction, alteration, improvement, or maintenance of electric power generation, control, transformation, transmission or distribution lines or equipment within the meaning of Code of Federal Regulations title 29, section 1910.269 or 1926.950, then the Contractor will implement and comply with the requirements of the "contract employer" as described and set forth in sections 1910.269 and 1926.950, including, but not limited to, the obligations to properly train the Contractor workers on safety-related work practices and procedures, exchange information with the District concerning unique hazardous conditions presented by the Work, instruct the Contractor workers about the hazardous conditions relevant to the Work, and coordinate with the District on safety-related work rules and procedures. The Contractor also shall be responsible for transmitting safety-related information under sections 1910.269 and 1926.950 with any subcontractors retained by it to perform electrical-related Work under the Contract.

24. Protection of Public and Property.

(a) Contractor shall take all necessary or appropriate precautions to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If any such improvement or property is damaged or destroyed by reason

of Contractor's operations, it shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as that prior to the start of Contractor's performance under this Contract.

(b) Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage from the Work. All obstructions to traffic shall be guarded by barriers illuminated at night. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such Work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, removal of pavement, necessary replacement of existing roadway appurtenances, grading, soil stabilization and dust control measures.

25. Clean-Up. During the progress of the Work, Contractor shall maintain the job site and related structures, grounds and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before final payment, Contractor shall at its own cost and expense clean-up and remove from the vicinity of the Work all rubbish, debris, trash, unused materials and supplies, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction of the Work. Where the construction has crossed yards or driveways, they shall be restored by Contractor to the complete satisfaction of District's Representative, at Contractor's sole expense.

26. Water Pollution. Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. Contractor shall comply with California Fish and Game Code section 5650 and all other applicable statutes and regulations relating to the prevention and abatement of water pollution. If the Work is subject to the NPDES general permit for stormwater discharges from construction activities, Contractor will comply with all terms and conditions of any applicable special condition, specification or addendum issued by District related to implementation of the Storm Water Pollution Prevention Plan for the Work.

27. Underground Work. If the Work includes excavation and/or trenching deeper than four feet underground, then the following provisions shall apply:

(a) Protection of Underground Utilities. Prior to conducting any excavation or trenching, Contractor shall contact the appropriate regional notification center as required by California Government Code sections 4216 and following. In accordance with California Government Code section 4215, District shall be responsible for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the project site and not shown on the plans and drawings. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating

existing main or trunkline utility facilities not indicated on the plans and drawings with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that Contractor shall first notify District before commencing work on locating, repairing damage to, removing or relocating the utilities. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of District or the owner of the utility to provide for removal or relocation of the utility facilities not shown on the plans and drawings.

(b) Sheeting and Shoring Plan. If the total amount of the Contract exceeds \$25,000 and the Work involves the excavation of any trench or trenches five feet or more in depth, then, in accordance with California Labor Code section 6705, Contractor shall submit to District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench or trenches. The plan shall comply with applicable United States Department of Labor regulations (29 C.F.R. 1926) and OSHA and Cal/OSHA construction safety orders and shoring system standards or be prepared by a registered civil or structural engineer who certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the construction safety orders and shoring system standards.

(c) Unusual Underground Conditions. In accordance with California Public Contract Code section 7104, the following provisions shall apply to any work that involves digging trenches or other excavations:

(i) If, during any such digging or excavation, Contractor discovers (a) material Contractor believes may be material that is hazardous waste, as defined in California Health & Safety Code section 25117, that is required to be removed to a Class I, II or III disposal site, (b) subsurface or latent physical conditions at the site differing from those indicated, or (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract, then Contractor shall promptly notify District's Representative in writing and shall not disturb the area of the subject digging or excavation until notified by District's Representative.

(ii) Upon receipt of any notice pursuant to the foregoing subsection, District's Representative shall promptly investigate the conditions, and if he or she finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of the Work, or any part of the Work, it shall issue a change order pursuant to this Contract.

(iii) If there is a dispute between District and Contractor over whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused for the scheduled completion date, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided by this Contract or by law that pertain to the resolution of disputes and protests between the parties.

28. Hazardous Materials; Hazard Communication.

(a) Proposition 65 and the California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals “known to cause cancer or reproductive toxicity.” District may use chemicals on the Governor’s list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the Work under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor’s list. Except as provided in subsection (b), Contractor is responsible for notifying its employees, agents, and subcontractors that work performed hereunder may result in exposures to chemicals on the Governor’s list.

(b) Before starting work, Contractor shall have a written Hazard Communication Program (“HCP”) in place that complies with the requirements of section 5194 of Title 8 of the California Code of Regulations, including the requirements of 8 C.C.R. section 5194(e). The information in Contractor’s HCP must include the methods by which Contractor shall communicate to District which hazardous substances it will use and store on the job site(s) to which District’s and Contractor’s employees and subcontractors may be exposed. Contractor shall submit its HCP to District at the same time as submittal of its initial project schedules or other time designated by District. Contractor will provide copies of safety data sheets (“SDS”) for all hazardous substances brought onto and used or stored on the job site(s). Contractor also will ensure that all hazardous substances are marked with Proposition 65 and any other visible warning labels as required by law. Whenever possible, Contractor shall provide SDS for all hazardous substances to District prior to bringing a hazardous substance onto a job site, but will provide all SDS by no later than the time the hazardous substance is physically brought onto the site. District will communicate Contractor’s HCP and SDS information to District’s employees who work on or will enter the job site. District will provide Contractor with a copy of District’s HCP and SDS information specific to District operations on the job site. Contractor shall, in turn, convey this information to its employees and subcontractors. During the course of the work, Contractor will keep copies of both its and District’s HCP, SDS and other relevant information at Contractor’s job site office.

29. Contractor’s License Notice. Statement required by California Business & Professions Code section 7030: “Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.”

30. Indemnification. To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless District and, if applicable, District’s Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury

to or death of persons, including without limitation employees of the District, District's Representative and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability.

(a) Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the District and, if applicable, District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. The obligation to defend extends through final judgment, including exhaustion of any appeals. In all cases, District shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

(b) In any and all claims against the District or District's Representative, and each of their officers, directors, employees and agents by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

(c) Neither termination of this Contract, completion of the acts to be performed under this Contract, nor District's Representative's approval or District's acceptance of the work shall release Contractor from its obligations to indemnify and defend District and District's Representative, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants.

(d) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification provision. The obligations of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

31. Insurance.

(a) The Contractor shall procure and maintain for the duration of the Contract, and for five years thereafter, the following insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

(i) General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(iii) Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(iv) Builder's Risk – (Course of Construction) - insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

The above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section.

(b) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claim administration and defense fees, costs and expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.

(c) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

(ii) District, and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

(iii) For any claims related to this project, Contractor's general and automobile liability coverage shall be primary insurance as respects District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be excess to Contractor's insurance and shall not contribute with it.

(iv) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, and its officers, officials, employees, agents or volunteers.

(v) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(vi) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to District, or after 10 days' written notice in the case of cancellation for non-payment of premium.

(d) Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) the insurer shall waive all rights of subrogation against District.

(e) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are authorized to do business in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

(f) Before commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

(g) Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.

(h) Contractor shall maintain all required insurance coverages for the period provided in this section. If any of the required coverages expire during the coverage period, Contractor shall obtain renewal or replacement coverages and deliver certificates for the renewed or replacement coverages and any required endorsements to District at least 10 days before the expiration date of the existing coverage.

(i) Any products/completed operations insurance coverage shall be maintained after completion of the Work for the full guarantee period.

(j) The requirements as to the types, limits, and District's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

(k) In addition to any other remedy District may have, if Contractor or any of its subcontractors fails to maintain the insurance coverage as required in this section, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and District may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

(l) Contractor shall execute and file with District the attached Contractor's Workers' Compensation Certificate in accordance with California Labor Code section 1861.

32. Final Acceptance and Date of Completion.

(a) Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District's Representative in writing, and District's Representative or other District representative shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in writing of specific defects and any additional Work required.

(b) Neither the final payment nor any part of the retained percentage shall become due until Contractor, if required, shall deliver to District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, Contractor shall refund to District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorneys' fees.

(c) When all the provisions of the Contract have been fully complied with to the satisfaction of District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District, as appropriate, a Conditional Waiver and Release Upon Final Payment or Unconditional Waiver and Release Upon Final Payment in the form provided in Civil Code sections 8136 or 8138, respectively.

(d) Except for any sum required to be withheld by law or allowed to be held under this Contract, the 5% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment to Contractor an amount not to exceed 150% of the disputed amount.

33. Right to Withhold Payments.

(a) In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of: (a) unacceptable, defective or nonconforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under sections 1775, 1776 and 1777.7 of the California Labor Code or the public works stop notice provisions in the California Civil Code; (c) failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers; (d) a reasonable doubt that the Work can be completed for the balance then unearned; (e) failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or (f) damage to job site, completed Work, or other real or personal property.

(b) Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons for the withholding will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When District withholds monies to protect District against claims under the public works stop payment notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.

34. State Audit Contingency. Contractor acknowledges that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

35. Waiver of Interest. District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District must withhold by reason of judgment, order, statute or judicial process, or which it may withhold pursuant to this Contract.

36. Claims and Resolution of Disputes.

(a) General. The parties intend that differences between the parties, arising under the Contract, be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The parties agree to initially strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the District, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the Contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be

confirmed by a Change Order pursuant to section 11. Informal discussions or negotiations with the District or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the District in writing. Willingness of the District to engage in any such discussions is not a waiver of the District's right to deny a claim or dispute based on lack of merit, or procedural deficiency, or both.

(b) Compliance Required. Contractor shall not be entitled to any additional time to complete Work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless either District has issued a Change Order pursuant to section 11 or a claim has been timely filed and approved pursuant to this section. If the Contractor fails to file a written claim within the claim deadline in section 38(d), then the Contractor agrees that it has waived any right or remedy to thereafter pursue the claim against the District in any administrative, arbitration or litigation proceeding, and the District may elect to document this waiver.

(c) Scope of Claims. A claim for purposes of this section means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the District under the Contract), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

(d) Filing of Contract Claim; Contents; Filing Deadline

(i) The Contractor shall file any "Contract Claim" with the District. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Contract, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as both entitlement and quantification of time, money, or both.

(ii) A Contract Claim must be submitted to the District within the following claim filing deadlines:

- A. if a deadline is set forth in the Contract for filing of the particular claim, then the claim must be filed by the specified time;
- B. if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the District prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the District; and
- C. for all other claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the claim. In no event shall a Contract Claim be filed later than the date of final payment.

(e) Processing of Claims, Generally. This Contract provides for two types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with section 38(f). Any Contract Claim sent to District by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to section 38(g).

(f) Claims for Money, Damages or for Time Extension

(i) District Response to Contract Claim. The District shall respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt (or 15 days after receipt for claims of less than \$50,000) of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The District shall not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract.

(ii) Meet and Confer. If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the District shall schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor shall be deemed not to dispute the District's written response to the Contract Claim and the District's decision on the Contract Claim shall be final, conclusive and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise.

(iii) Government Code Claim. Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a timely Contract Claim pursuant to section 38(d) until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The District shall respond to any Government Code Claim in accordance with the Government Claims Act.

(iv) Lawsuit. If the claim is not resolved pursuant to this section, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period

of the Government Claims Act, then the District's response to the Government Code Claim shall be final, conclusive and binding on the Contractor, and the Contractor thereafter shall be barred from filing a lawsuit on the claim.

(v) Mediation. If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator's fees and expenses shall be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

(vi) Arbitration. If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator shall be experienced in public works construction law. The arbitrator's fees and expenses shall be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney's fees of the other party arising out of the trial de novo.

(vii) Interest. In any lawsuit filed under this subsection, District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the lawsuit is filed in court.

(g) Claims Subject to Public Contract Code section 9204

(i) The Contract Claim will be processed and resolved pursuant to Public Contract Code section 9204, which is summarized here:

A. District Review of Claim. Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.

- B. Meet and Confer Conference. If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.
- C. Non-Binding Mediation. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
- D. Interest. Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

(ii) Lawsuit and Judicial Reference. If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit. If the Contractor timely files a lawsuit, the case shall be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- A. Appointment of a referee shall be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure section 640, and subject to objection by either party as provided by Code of Civil Procedure section 641. The referee must be a retired judge or a licensed attorney with at least ten years substantive experience in public works construction matters.
- B. The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee shall have the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.

- C. The referee's statement of decision shall include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- D. Each Party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses and attorney fees for the reference proceeding.

(h) **Contract Work Pending Claim Resolution.** Unless otherwise directed in writing by the District, pending resolution of a claim under this section, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract and the instructions of the District.

(i) **Tort Claims.** The provisions of this section apply only to contract-based claims and they shall not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

37. **Assignment of Anti-Trust Claims.** In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement by the parties.

38. **Integration.** This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in this Contract.

39. **Counterparts and Electronic Signatures.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

40. Independent Contractor. The relationship between District and Contractor is that of an owner and independent contractor, and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.

41. Governing Law. This Contract shall be construed and enforced in accordance with, and the validity and performance of this Contract shall be governed by, the laws of the State of California.

42. Waiver; Remedies. Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

43. Severability. The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

44. Binding on Successors. This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

45. Notices. Any invoice, payment, notice, demand, request, consent, approval or notification of change of address that either party to this Contract may or is required to give to the other party will be in writing and signed for the party by an authorized officer and addressed to the addresses set forth above. All such notices will be deemed to have been received on the date of delivery if either personally delivered or sent by recognized national overnight courier service or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for first-class delivery. Either party may change its address at any time by notifying the other party in writing of the change of address in accordance with this section.

The parties enter into and execute this Contract effective on the date written above.

District Representative

Steve Shipley, Board of Directors Chair

Date

Contractor:

Name, Title:

Date

**CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATE
(LABOR CODE SECTION 1861)**

To: Hilton Creek Community Services District

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this Contract.

For Contractor

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Blower Upgrade and DO Controls Project at Hilton Creek Community Service District is being supported by SoCalREN. Participation of SoCalREN is entirely at the discretion of Hilton Creek Community Service District and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

Estimates of potential incentives and On-Bill Financing funding values are based on the most up-to-date information available from the corresponding utility. Utilities reserve the right to change and/or terminate funding for Energy Efficiency projects based on evolving priorities as determined by California Public Utilities Commission directives. These changes can happen without notice. Furthermore, errors in submitted documentation, delays in project implementation, and lack of adherence to utility program requirements can all impact the final Incentive and On-Bill Financing values and approvals.

Table of Contents

SCOPE OF WORK:	2
EEM 1: Install Turbo Blower	2
EEM 2: Dissolved Oxygen (DO) Control Sensor Installation	3
Appendix A: Technical Specifications for Gearless Turbo Blower for Aeration	5
Appendix B: Technical Specifications for DO Control System	8

SCOPE OF WORK:

EEM 1: Install Turbo Blower

Contractor shall:

1. If needed, obtain permits from the authority having jurisdiction (AHJ) for all works.
2. Ensure the operation of the waste-water treatment plant remains in operation with the existing Blower-2 during the work under the scope of this project.
3. District Staff will remove and properly dispose of the existing Blower-1 from its pad.
4. Install the new blower specified in Appendix A.
5. Wire all components to MCC as specified by the manufacturer.
6. Connect the blower to the DO control system to be installed at the site.
7. Ensure that the blower is calibrated properly and that the following points can be read from the blower:
 - SCFM
 - Amperage
 - Discharge Pressure
 - kW
 - % Capacity
 - Run Hour
8. District Staff will furnish all items required for the installation of the blower which is not mentioned in Appendix A – Turbo Blower Technical Specifications. These items include the following but are not limited to:
 - Molded Case Circuit Breaker
 - Electric cables
 - Electric cable conduits
 - Electric accessories
 - Electrical earthing
 - Communication and data cables, conduits, and accessories
 - Inlet piping

- Discharge piping to connect with existing discharge header
 - Valves, Dampers, Piping supports/hangers
 - Masonry work to modify the existing pad to accommodate the Blower Base Skid and Isolation Pads
 - All electrical, mechanical, and plumbing works to follow local and institutional standards and codes
10. The Contractor shall supply Blower ASME Performance Test Certificate.
11. The Contractor shall perform field service, equipment commissioning and onsite repairs.

Warranty:

1. Workmanship warranty: The contractor shall provide a workmanship warranty for two (2) years from the date of commissioning.

EEM 2: Dissolved Oxygen (DO) Control Sensor Installation

Contractor shall:

1. Conduct a site visit to gather information and estimate materials needed. See Appendix C for site pictures.
2. Get permits from the authority having jurisdiction (AHJ) for all works.
3. Install two dissolved oxygen (DO) probes in the aeration basins 1 and 2 and connect them with one controller using the materials described in Appendix B.
4. Furnish all items required for the installation of the DO control system which is not mentioned in Appendix B. These items include the following but are not limited to
 - Electric cables, conduits, and accessories
 - Communication cables, conduits, and accessories
 - Stands, supports, and accessories

All materials used should be outdoor compatible, fireproof, corrosion resistant, and code compliant.

5. Use existing side rails to mount sensors, controllers, and accessories.
6. District Staff will use electrical power from the nearest existing circuit breaker or outlet. Install an outlet and circuit breaker if required, consulting with the site personnel.
7. Connect the DO controller to the Turbo Blower controller.

8. Program the DO controller to maintain a setpoint of 1.8 mg/L and program the Turbo-Blower controller to supply enough air to maintain DO at 1.8 mg/L in the basins.
9. The contractor shall supply the Manufacturer's Performance Test Certificate.
10. The Contractor shall perform field service, equipment commissioning and onsite repairs.

Warranty:

1. Workmanship warranty: The contractor shall provide a workmanship warranty for two (2) years from the date of commissioning.

Appendix A: Technical Specifications for Gearless Turbo Blower for Aeration

- 1. Manufacturer: APG-NEUROS
- 2. Blower Model: NX30
- 3. Quantity: One (1) set

	Parameters/Descriptions	Desired Values and Units of Measurements, Make
	Gas	Air
	Design Flow per Blower (in standard cubic foot per minute SCFM)	400 SCFM
	Flow Range	100% to 45% of the rated flow
	Design Pressure (in pound per square inch gauge PSIG)	5.0 PSIG
	Design Temperature (in degrees Fahrenheit °F)	105°F
	Design Relative Humidity (RH%)	50%
	Site Elevation (in Feet)	6000-7000 ft
	Blower HP (in horsepower HP)	30 HP
	Sound Level (in Decibel A Scale dBA)	75~85 dBA
	Variable Frequency Drive (VFD) Integral	Vacon, KEB, Yaskawa or other similar
	Power Drive	Integral Permanent Magnet Electric Motor
	Cooling	Self-Cooled Air Cooled
	Bearings	Air Foil Bearings
	Filtration Rating	99% at 2 micron

5. Standard Major Skid Components

(1) NX30 High Speed Turbo Blower including variable frequency drive, high-efficiency PSMS Motor rated for 480/3/60 and suitable for continuous and/or intermittent operation (or equivalent). Package must be UL certified and include:

- Sound Enclosure
- 7075 Anodized Aluminum Alloy Impeller, Anodized
- Oil Free Air Foil Bearings
- High-Efficiency VFD (UL Listed)
- Interconnecting Piping
- Louver Intake
- Discharge Cone
- Blow-Off Valve/Silencer
- Vibration Isolating Feet

6. Instrumentation

- Inlet Filter Differential Pressure Transmitter
- Inlet Air Temperature Transmitter
- Discharge Air Pressure Transmitter
- Discharge Air Temperature Transmitter
- Differential Pressure Transmitter
- Motor Winding Temperature Sensors

7. Control System

- Allen Bradley MicroLogix Programmable Logic Controller (PLC)
- 7" Color Operator Interface Terminal (OIT)

8. Paint

Manufacturer's standard finish: powder coated, white and gray.

9. Inlet Accessories

- Inlet Filter (integral to blower enclosure)
- Discharge Accessories (Shipped Loose: for each blower, installation by Customer)
- Discharge Check Valve, Wafer w/EPDM Seat

10. Performance Testing

The supplier shall supply the Blower ASME Performance Test Certificate.

11. Packaging and Freight:

Freight Delivered-at-Place (DAP) Jobsite (INCOTERMS 2010) shall be included. Equipment to be shrink-wrapped & labeled.

12. Technical Offer – Field/Startup Service

The supplier shall perform field service, equipment commissioning, and onsite repairs. Startup and Training Services for Blowers shall be included.

13. Warranty

- Manufacturers Product Performance Warranty: Manufacturer's warranty is to be included for two (2) years
- Workmanship Warranty: Installation workmanship warranty is to be included for two (2) years

14. ARRA Compliance

The equipment must meet Buy American requirements set forth by the American Recovery and Reinvestment Act (ARRA).

Appendix B: Technical Specifications for DO Control System

1. Manufacturer: YSI or equivalent
2. Part Number:

Part Number	Description	Quantity
470 024Y	System 2020 3G - 20 Channel Terminal/Controller with 6 Current outputs, power supply 100-240 VAC, and USB interface. 5 available IQ Sensor Net Connections	1
480 008Y	MIQ/JB, Junction box module, IQ SensorNet. 4 IQ SensorNet connections	1
201 650Y	FDO 700 IQ, FDO optical dissolved oxygen IQ SensorNet probe, factory calibrated	2
480 044Y	SACIQ-15.0, IQ Sensor Connection cable, 15 m, 49.2 ft	2
245 8000Y	SMK, Quick Release Stainless Steel Handrail Mounting Bracket for IQ Sensors. Includes rail bracket, 1 1/2-inch sensor adaptor, and end cap	2
109 295Y	SSH/IQ, IQ SensorNet plastic sun shield. Mounts directly to Vario stands or to rail with 109 286Y	1
109 286Y	MR/SD 170, Rail mounting kit for SD/M 170, SD/K 170 and SSH/IQ sun shields (dia. 25-60 mm)	2
109 284Y	SD/K 170, Sun shield for outdoor installation of 1 IQ SensorNet module	1
480 046YM-100	IQ Cable, 2 Wire w/Shield, 100m	1
	Start-up and training	1

3. Performance Testing

The supplier shall supply the Manufacturer's Performance Test Certificate.

4. Packaging and Freight

Freight Delivered-at-Place (DAP) Jobsite (INCOTERMS 2010) to be included. Equipment to be shrink-wrapped & labeled.

5. Technical Offer – Field/Startup Service

The supplier shall perform field service, equipment commissioning, and onsite repairs. Startup and Training Services for DO sensors and controller to be included.

6. Warranty:

- Manufacturers Product Performance Warranty: Manufacturer's warranty is to be included for two (2) years
- Workmanship Warranty: Installation workmanship warranty is to be included for two (2) years

7. ARRA Compliance

The equipment must meet Buy American requirements set forth by the American Recovery and Reinvestment Act (ARRA).

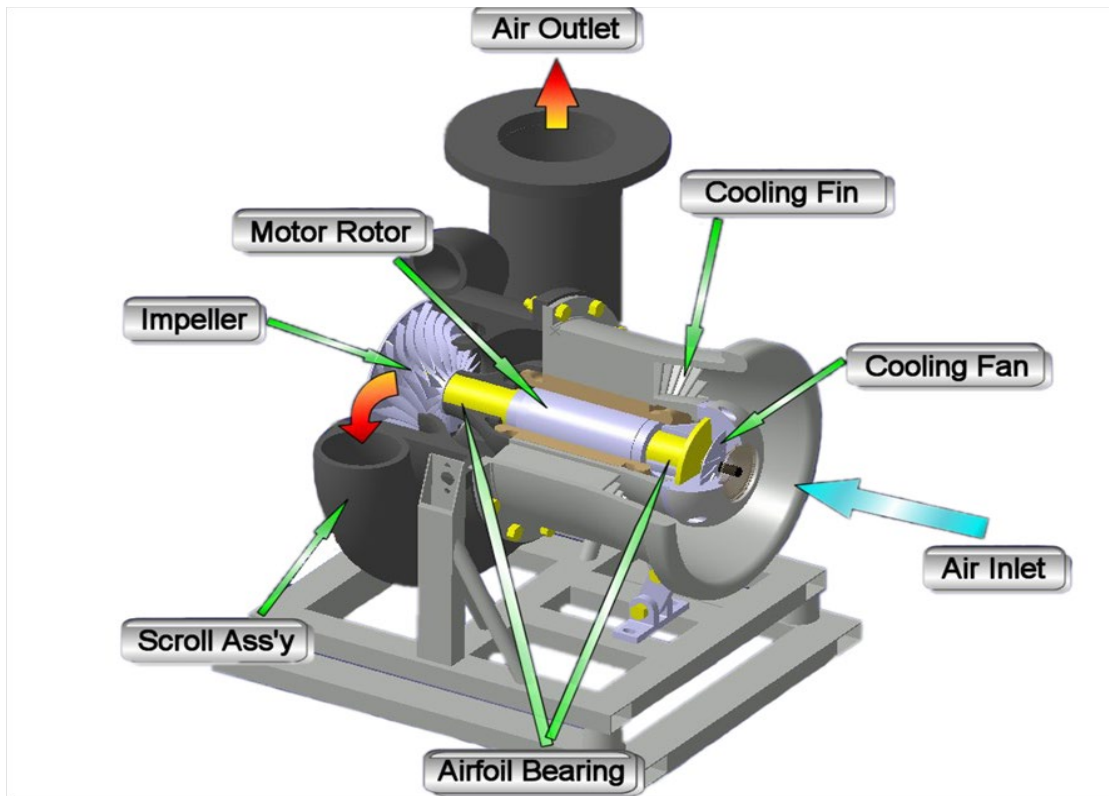
APG-Neuros Turbo Blower Scope of Supply Proposal

Hilton Creek, CA

Prepared By APGN Inc. *dba* APG-Neuros

September 22, 2023

Proposal Reference# 012541-3178R3.1



APG-Neuros Turbo Blower Core

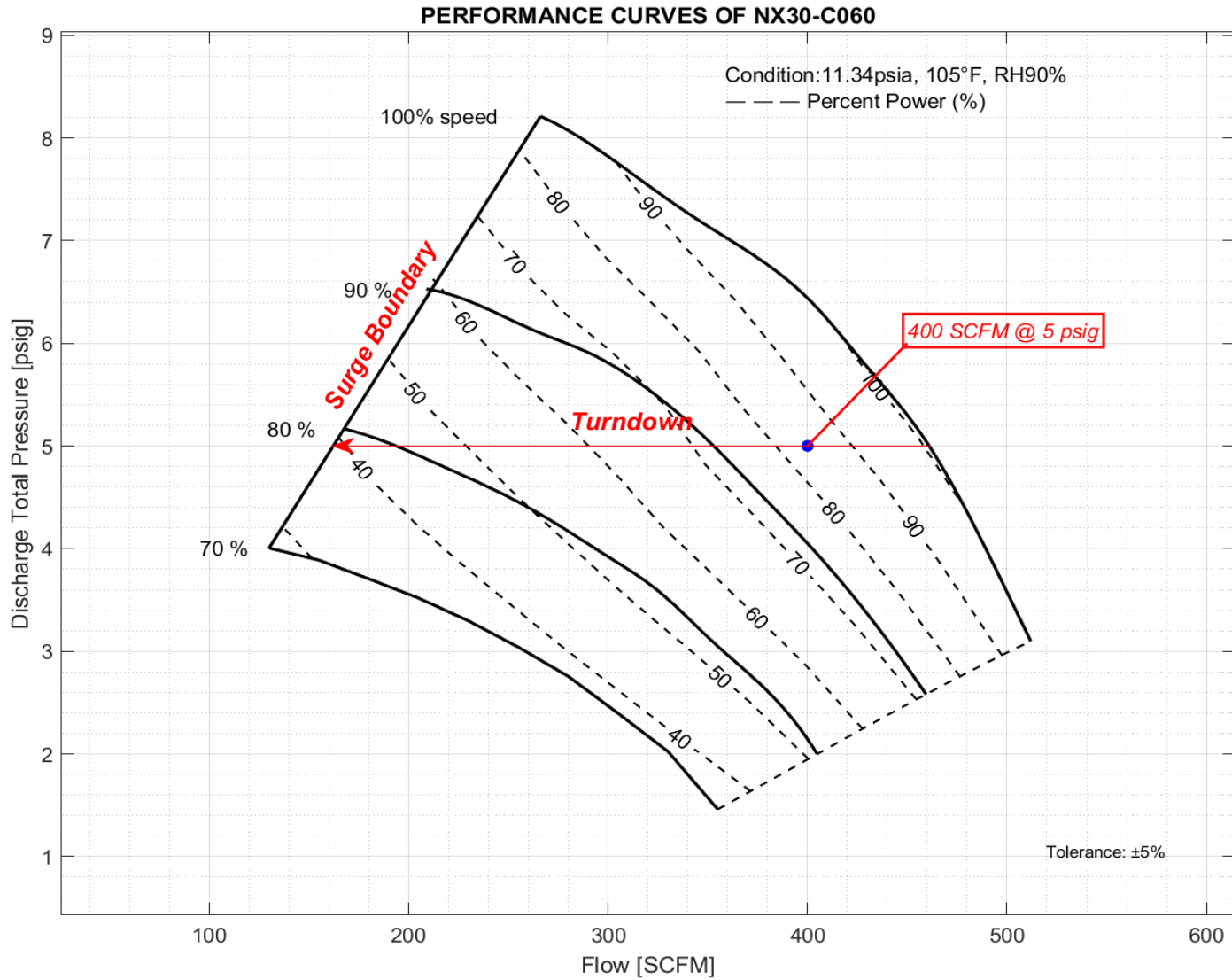
Hilton Creek, CA - APG- Neuros Turbo Blower - Performance Data				
Ambient Conditions				
Application	Aeration			
Blower Installation Location	Indoor			
Working Fluid	Air			
Elevation	7000			ft
Ambient Pressure	11.34			psia
Customer Design Requirements	DP1	DP2	DP3	
Inlet Losses	0.20	0.20	0.20	psig
Inlet Temperature	105.0	50.0	20.0	°F
Relative Humidity	50	50	10	%
Duty Discharge Pressure	5.00	5.00	5.00	psig
Flow Rate per Blower	400	400	400	SCFM
Blower Units on Duty	1	1	1	Units
Available Blower Performance				
Model	NX30-C060			
Rated Motor Output Power	30			HP
Power @ Design Condition per Blower	17.5	15.1	14.1	bhp
Wire-to-Air Power @ Design Condition per Blower	14.0	12.1	11.3	kW
Maximum Air Flow @ Duty Discharge Pressure per Blower	461	522	542	SCFM
Minimum Air Flow @ Duty Discharge Pressure per Blower	162	183	190	SCFM
Turndown from Maximum to Minimum	64.9%	64.9%	64.9%	%
Discharge Temperature @ Design Condition	201.7	132.7	96.7	°F
Maximum Discharge Pressure	8.20	8.20	8.20	psig
Rise-to-Surge	3.20	3.20	3.20	psig
Note:				
<i>SCFM defined at 68 Deg F, 14.696 psia and 36% relative humidity</i>				
<i>Wire power figures are reported based on ASME PTC-10 Performance Test Code standard</i>				
<i>Noise Level : +/- 2dB</i>				

Hilton Creek, CA - APG- Neuros Turbo Blower - Performance Data

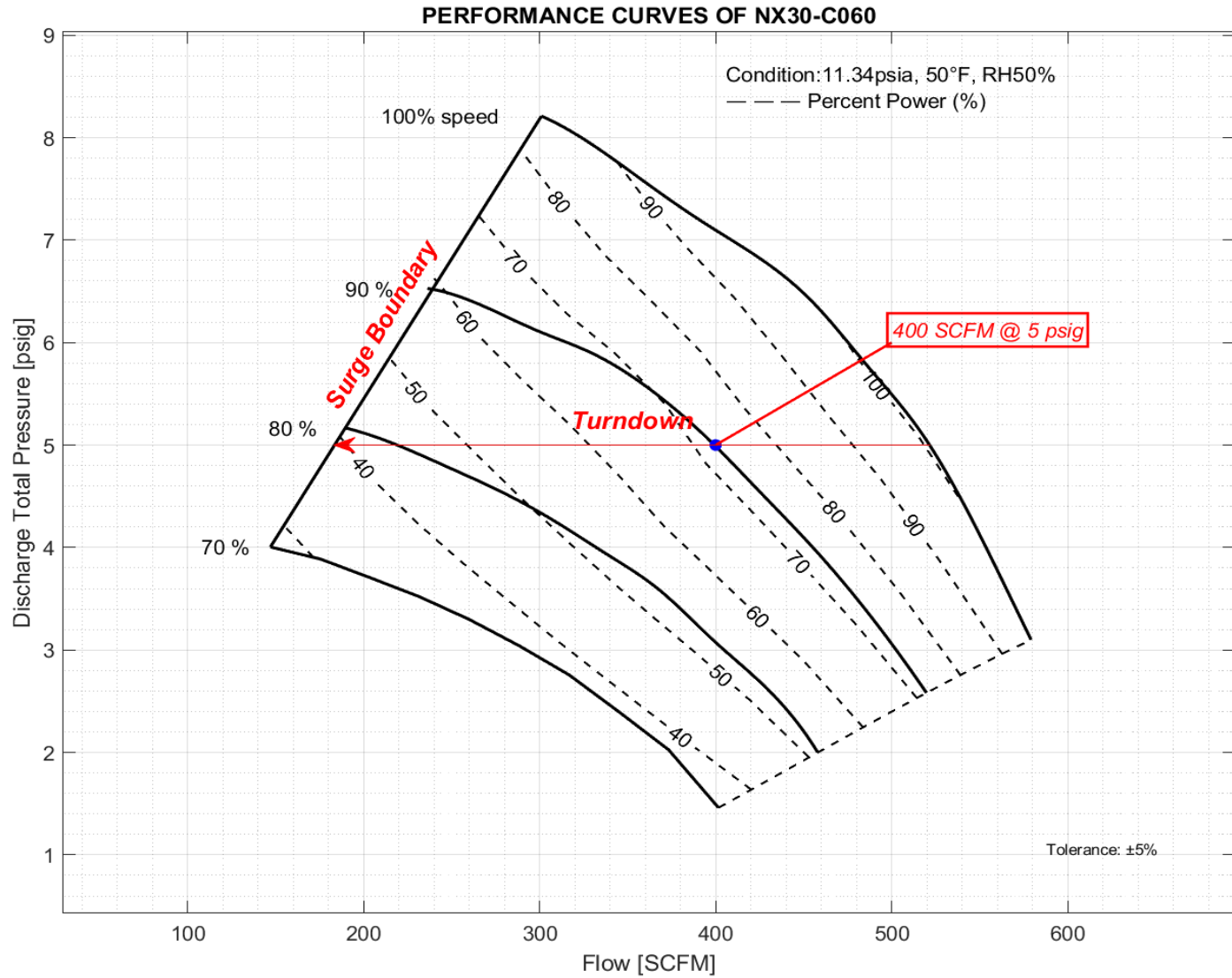
Dimensions and Specification

Blower Length	42	Inches
Blower Width	30	Inches
Blower Height	43	Inches
Weight per Unit	905	lbs.
Blower Inlet Air Entry type	Louvered	
Discharge Flange Size	4	Inches
Maximum Noise Level @ 3 feet	75	dBA
Input Voltage/Phase/Frequency	480/3/60	V/Phase/Hz
Full Load Amperage	32	Amps

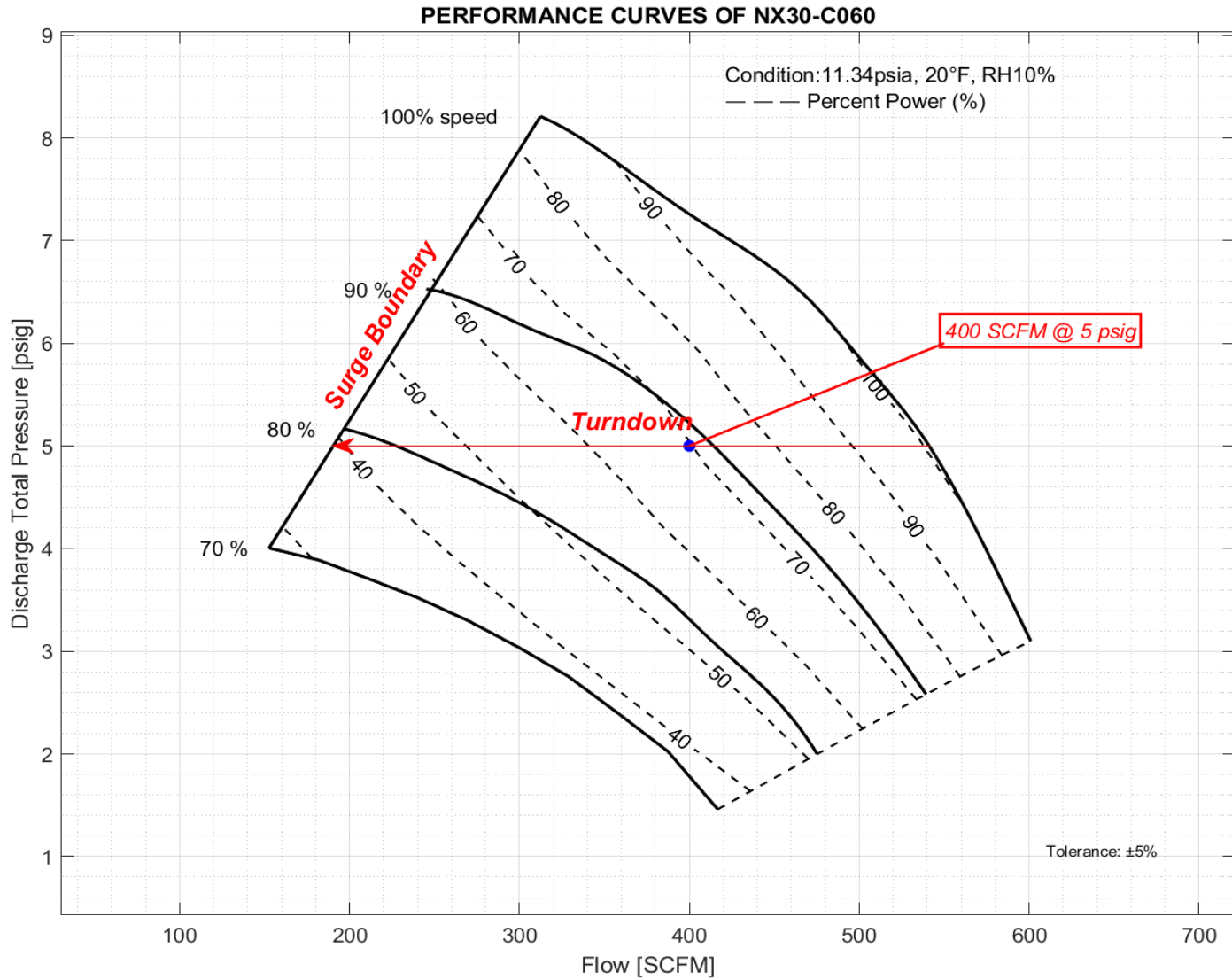
Hilton Creek, CA - APG - Neuros Turbo Blower - Performance Curves



Hilton Creek, CA - APG - Neuros Turbo Blower - Performance Curves



Hilton Creek, CA - APG - Neuros Turbo Blower - Performance Curves





Hilton Creek, CA - APG - Neuros Turbo Blower - Price & Summary

Budgetary Price (U.S. Dollars, 2023 Economy Year)

September 22, 2023

Proposal Reference# 012541-3178R3.1

Item	Blower Equipment <i>(See Scope for more information)</i>	QTY		Unit Price (USD)	Total Price (USD)
1	NX30 High Speed Turbo Blower	1	<i>Included</i>	\$ 42,400.00	\$ 42,400.00
	4" Discharge Check Valve	1			
	Sound Dampening Enclosure	1			
	Integrated Variable Frequency Drive (VFD) for Electronic Speed Variation	1			
	Integrated Local Control Panel	1			
	Integrated Suction Air Filter	1			
	Integrated Discharge Blow-Off Valve and Silencer	1			
	Integrated Dampening Supports	1			
	Factory Performance Test	1			
	Warranty Two (2) Years on Blower equipment	1			
Shipping (FOB Job Site)	1				

Item	Automatic DO Control Equipment (Two Aeration Basins)	QTY		Price (USD)	
2	Programming of DO Controller	1	<i>Included</i>	\$ 900.00	\$ 12,200.00
	YSI DO Probe	2	<i>Included</i>	\$ 1,924.00	
	YSI DO Controller with Ethernet Communication for Blower PLC	1	<i>Included</i>	\$ 3,670.00	
	YSI Junction Box, Cabling and Mounting Hardware	1	<i>Included</i>	\$ 2,982.00	
	Warranty Two (2) Years on DO equipment	1	<i>Included</i>	\$ -	
	Manuals and Remote Technical Support from YSI for equipment installation	1	<i>Included</i>	\$ -	
	Shipping (FOB Job Site)	1	<i>Included</i>	\$ 800.00	

Item	Turnkey Delivery <i>(based on the reviewed installation conditions)</i>			Price (USD)	
3	Stainless Steel Pipe and Pipe Fitting for Connection to Existing Discharge Pipe	<i>Included</i>		\$ 15,500.00	\$ 15,500.00
	Installation of New Blower and Connection to Process Piping				
	Technical Assistance for Integration with Plant PLC/SCADA				
	Start-up, Commissioning of Blower & Automatic DO Control				
	Operation and Maintenance Training Services				
	Installation of Automatic DO Control Equipment	<i>Not Included</i>		\$ 1,800.00	
				Total Price	\$ 70,100.00

Notes

Taxes and Duties are Not Included

Lifting Equipment is Not Included (Site to provide access to lifting equipment if required)

Connection of Power Feed Cable to blower and Connection of cables to DO Equipment and conduits by Certified Electrician is Not Included (Site to provide Certified Electrician if required)

Hilton Creek, CA - APG - Neuros Turbo Blower - Scope of Supply

APGN Inc., agrees to sell to the Buyer, the equipment designated as included in this proposal subject to the Seller's General Terms and Conditions of Sales available upon request and special conditions outlined herein in this proposal.

1. Standard Turbo Blower Equipment (Included)

1.1 Blower Package

1. Blower Core with Permanent Magnet Synchronous Motor, Air Bearing and Forged Impeller
2. High Performance Variable Speed Drive / Inverter
3. PLC Based Local Control Panel for Control and Monitoring
4. Built In Inlet Air filter

2. Standard Documentation (Included)

Submittal Information & Shop Drawings: PDF Electronic File

1. Bill of Material
2. Installation Drawings
3. Electrical and Control Drawings
4. Operation and Maintenance Manual
5. Commissioning Instructions

3. Standard Tests (Included)

1. Standard Blower Package Functional Acceptance Test
2. Unwitnessed Factory Performance Test
3. Witnessed Factory Performance Test to be provided extra upon request.

4. Quality Assurance and Control and Product Certification

- A. APG-Neuros Quality Assurance program is ISO 9001 certified
- B. APG-Neuros Turbo Blower is UL / CSA/ CE certified

5. Proposal Validity and Seller Terms and Conditions

- A. Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for sixty (60) days from the issue date on the cover page.
- B. This proposal, unless otherwise specified herein this document, is subject to the Seller Standard Terms and Conditions available upon request.
- C. The final selling price is subject to change contingent on final scope



Hilton Creek, CA - APG - Neuros Turbo Blower - Scope of Supply

6. Payment Terms:

10% on approval of purchase order
10% on issuance of Shop drawings
40% on release for production for material procurement
30% on equipment delivery to site
5% on issuance of preliminary O&M Manual
5% on completion of start-up and acceptance by owner
All invoices are to be paid Net 30 days

1.5% Interest charge per month will be added to past due accounts of 45 days and over

Letter of Credit listing draw of payments against above deliverables will apply for Sales outside US and Canada.

100 % of invoice amount shall be payable by bank wire transfer without deduction and to be paid Net 30 days after invoice date.

Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.

7. Delivery Lead time:

Submittal package will be provided within 1-2 weeks of acceptance of Order.

Shipment will be made 8-16 weeks after approval of Submittals

Add Five percent (5%) escalation to Price for each partial or full quarter that shipment is extended beyond one year after order acceptance.

APG-Neuros will bill if delivery does not occur within 45 days after completion of production and will store the equipment at no extra charge.

8. Warranty

A. Standard Warranty (INCLUDED)

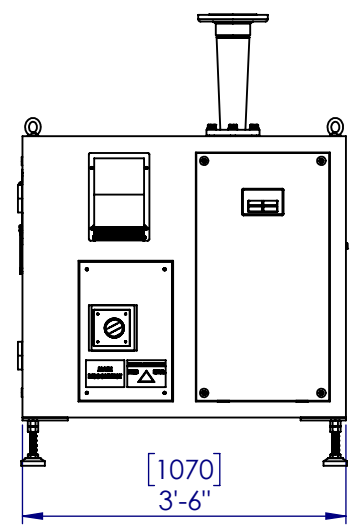
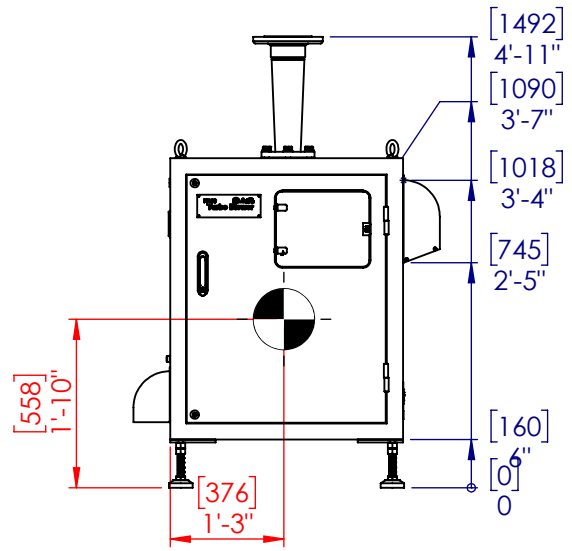
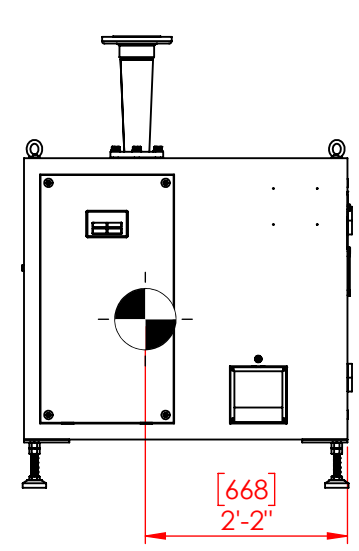
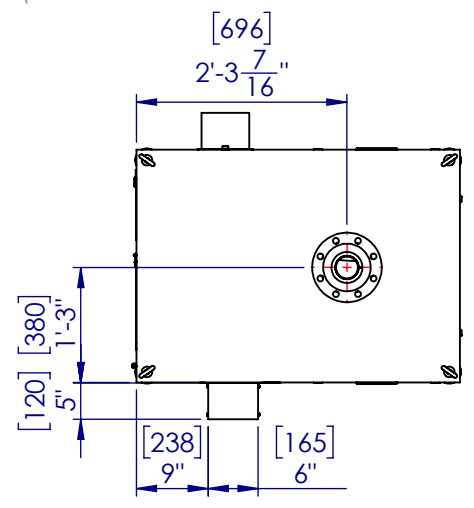
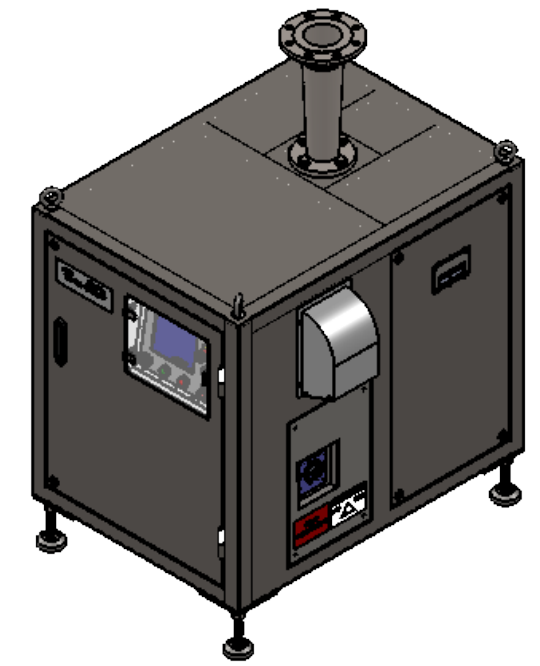
Two (2) years from commissioning date or thirty (30) months from delivery, whichever occurs first.

Warranty will begin upon successful completion of start-up and certification for full-scale operation by APG-Neuros, or Six (6) months after shipment, whichever occurs first.

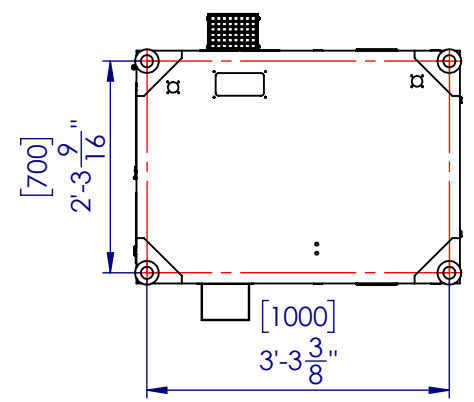
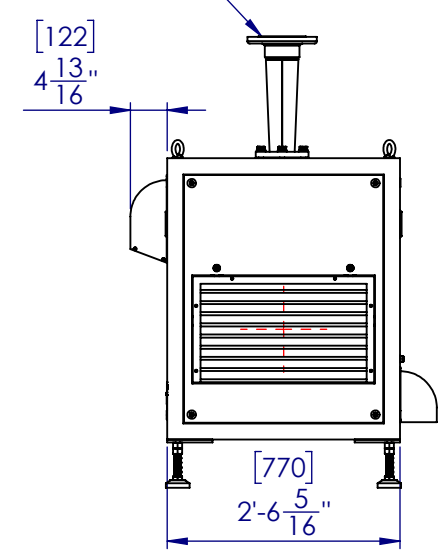
Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the Engineer or End User.

NOTE 1

1. MATERIAL : CARBON STEEL
2. PAINT : PRIMER PAINTING : POWLAC EY ZINC (Chokwang-Paint), FILM THICKNESS more than 50 µm.
3. FINAL PAINTING : POWLAC PE100 LIGHT GRAY TX (FRZ089) (Chokwang-Paint), FILM THICKNESS more than 50 µm.
4. LIFTING INSTRUCTIONS : ONLY FROM LATERAL SIDE OR USE LIFTING SLINGS, NEVER FRONT OR BACK SIDE.
5. SYMBOL "⊕" INDICATES CENTER OF GRAVITY
6. THE CENTER OF GRAVITY FOR THIS DRAWING IS A NOMINAL VALUE
7. MINIMUM CLEARANCE REQUIRED FOR FILTER REMOVAL AND MAINTENANCE: 3.5 FT.
8. COOLING SYSTEM : FORCED AIR CONVECTION.
9. FOR CABLING, REFER TO ELECTRICAL RATING SHOWN ON BLOWER NAMEPLATE
10. WEIGHT APPROX.: 905 Lbs. INCLUDES ONLY THE COMPONENTS INSIDE THE BLOWER ENCLOSURE, BLOWER ACCESSORIES (DISCHARGE CONE, PNEUMATIC BOV, BOV SILENCER AND CHECK VALVE) **ARE NOT INCLUDED.**



ANSI 4" 150lb, RF-FLANGE



APG **neuros**

APGN INC.
 1270, Michèle-Bohec, Blainville,
 Québec, CANADA, J7C 5S4
 Tel: (450) 939-0799
 Fax: (450) 939-2115

UNLESS OTHERWISE NOTED :
 ALL DIMENSIONS ARE IN IN/MM

PROJECTION

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FOR : GENERAL ARRANGEMENT			
TITLE : NX30 TURBO BLOWER LEVELING FEET - LOUVER INLET			
PROJECT NO.	DRAWING NO. G-030154814-A	REV :	
DRAWN BY. A. BOR	02-01-2022	MASTER No. -	
CHECKED BY.		REFERENCE No. -	
APPR. BY.		SCALE : 1:25	DWG SIZE : B
FILE NAME : NX30-LF-IL-DC4			SHEET 1 OF 1