

**Borrego Water District Board of Directors**  
**Regular Meeting**  
**May 25, 2021 @ 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

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**I. OPENING PROCEDURES -**

- A. Call to Order:
- B. Pledge of Allegiance
- C. Directors' Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
  - 1. April 13, 2021 Special Board Meeting (3-5)
  - 2. April 27, 2021 Regular Board Meeting (6-9)
- F. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G. Comments from Directors
- H. Correspondence Received from the Public- None
  - 1. David Cragoe Email re: New Residential Meter Requests (10)

**II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -**

- A. Waste Water Treatment Plant Change Order #1: Davis/Bacon Act Compliance (\$0 Cost) – D Dale (11-23)
- B. Waste Water Treatment Plant Labor Compliance Consultant – D Dale (24-34)
- C. Interim Borrego Springs Subbasin Watermaster Board – D Duncan/K Dice
  - A. Update on Board Activities – VERBAL D Duncan
  - B. Update on Technical Advisory Committee Activities – VERBAL T Driscoll, Dudek

**III. AD HOC COMMITTEE REPORTS –**

None

AGENDA: May 25, 2021

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

**IV. MONTHLY FINANCIAL & OPERATIONS REPORTS**

- A. Financial Reports: April 2021 (35-49)
- B. Water and Wastewater Operations Report: April 2021 (50-56)
- C. Water Production/Use Records: April 2021 (57-58)

**V. STAFF REPORTS - VERBAL**

- A. Administration – Diana Del Bono
- B. Engineering- David Dale
- C. Operations – Alan Asche
- D. Wastewater- Roy Martinez
- E. General Manager –
  - 1. Proposition 218 Update

**VI. CLOSED SESSION:**

- A. Property Negotiations: Property Disposal – Viking Ranch - Conference with Real Property Negotiators (Gov.Code § Section 54956.8) Property APN: 140-303-0900 & 140-303-1100, 150 acres BWD Negotiator: Geoff Poole Negotiating Parties: Geoff Poole, General Manager and Owner: Viking Ranch: Price and Terms of Payment Property Negotiations.
- B. Cyber Security: Government Code, section 54957(a)
- C. Conference with Legal Counsel - Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (Two (2) potential cases)
- D. Conference with Legal Counsel – Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al. (San Diego Superior Court case no. 37-2020-00005776)

**VII. CLOSING PROCEDURE:** The next Board Meeting is scheduled for 9:00 AM June 8, 2021 to be available online. See Board Agenda at [Borregowd.org](http://Borregowd.org) for details, Agenda information available at least 72 hours before the meeting.

AGENDA: May 25, 2021

All Documents for public review on file with the District’s secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

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**Borrego Water District Board of Directors**

**MINUTES**

**Special Meeting**

**April 13, 2021 @ 9:00 a.m.**

**806 Palm Canyon Drive**

**Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order: President Dice called the meeting to order at 9:00 a.m.
- B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C. Roll Call:     Directors:     Present:     President Dice, Vice-President Brecht, Secretary/Treasurer Duncan, Baker, Johnson  
  
                                  Staff:           Geoff Poole, General Manager  
  Jessica Clabaugh, Finance Officer  
  David Dale, District Engineer  
  Diana Del Bono, Administration Manager  
  Steve Anderson, Best Best & Krieger  
  Syrus Devers, Best Best & Krieger  
  John Freshman, Best Best & Krieger  
  Anna Schwab, Best Best & Krieger  
  Esmeralda Garcia, Administrative Assistant  
  Wendy Quinn, Recording Secretary  
  
                                  Public:           Cathy Milkey           Trey Driscoll, Dudek  
  Kayvan Ilkhanipour, Glenn Yamasaki  
  Dudek
- D. Approval of Agenda: **MSC: Brecht/Johnson approving the Agenda as written. The roll call vote was unanimous.**
- E. Comments from the Public and Requests for Future Agenda Items: None
- F. Comments from Directors: Director Brecht requested that the Water Credit Policy and Developers' Policy be removed from the BWD website. President Dice thanked everyone involved in development of the Stipulated Judgment, which was approved by the judge. Geoff Poole thanked Trey Driscoll.
- G. Correspondence Received from the Public: None

**II. A. Contract for Advocacy Services w/Best, Best and Krieger**: Mr. Poole reported that he had spoken with Holly Alpert, an IRWM specialist, and Syrus Devers of Best Best & Krieger regarding assistance in obtaining grants (now referred to as advocacy). Mr. Devers, John Freeman and Anna Schwab talked about their firm's services and experience. They will work with elected officials and senior staff as well as administrative agencies, and assist with grant writing. **MSC: Duncan/Brecht approving a contract with Best Best & Krieger for advocacy services. The roll call vote was unanimous.**

**B. Acceptance of Bid and Partial Notice of Award for Wastewater Treatment Plant Renovation Project**: David Dale explained that the grant for wastewater treatment plant renovation was for \$478,000, and the engineer's estimate was \$450,000. The bids ranged from \$663,000 to \$916,000. The State indicated that more money was available based on the bids, but it won't be solidified until August. The contractor will accept a partial Notice of Award so he can order long lead-time parts. When the additional funds come in August, a full Notice to Proceed will be issued. Mr. Dale recommended approving a \$220,000 partial Notice to Proceed. **MSC: Brecht/Johnson approving and awarding the project to the lowest responsive bidder for the Wastewater Treatment Plant Rehabilitation Project and authorizing the General Manager**

*to send out a Partial Notice of Award (NOA) and sign an agreement with Metro Builders and Engineers Group, Ltd. for equipment purchase only to said Contractor in the amount of approximately \$220,000, to come from grant funds. The roll call vote was unanimous.*

**C. Well 5-X Engineering Contract Amendments and Project Update:** Kayvan Ilkhanipour explained the changes requested to Dudek's engineering contract for Well 5-X. ***MSC: Brecht/Duncan approving the engineering contract amendments in the amount of \$64,575. The roll call vote was unanimous.*** Mr. Poole explained that the changes relate in part to CEQA review, which is more difficult than Well 4-9, as well as a potential increase in project management costs. Mr. Ilkhanipour presented information on the status of the Well 5-X project. The biological survey has been completed, and Alan Asche can begin site preparation on Friday. Then Southwest Drilling can begin its work on the conductor casing. ***MSC: Johnson/Brecht approving a contingency of \$20,000 for Well 5-X. The roll call vote was unanimous.***

**D. Schedule for Restoration of Late Fee Assessments:** Diana Del Bono referred to her presentation last month of a procedure for notification of customers when late fee assessment is resumed. A 60-day notice will be provided to delinquent customers, encouraging them to establish a payment plan. Then there will be a 30-day notice, followed by imposition of late fees. She requested Board direction on when to initiate the procedure. She surveyed ten other districts, four of which never stopped charging late fees and one of which just resumed. The Board concurred. Esmeralda Garcia pointed out that SB 998 protects customers from incurring penalties for one year if they are on a payment plan. ***MSC: Brecht/Duncan authorizing the 60-day notice and resumption of late fees on July 1. The roll call vote was unanimous.***

**E. Decision on Continuation of Air Quality monitoring support Jul-Dec 2021 calendar year work by UCI:** ***MSC: Brecht/Johnson approving \$11,500 from ad valorem reserves for continuation of the UCI air quality monitoring through calendar year 2021. The roll call vote was unanimous.*** President Dice agreed to send the Board members data on the program from Dr. Zender.

**F. Borrego Springs Basin Watermaster:**

1. **Update on Activities.** Director Duncan reported that the Technical Advisory Committee would meet on April 27 to begin discussing the five-year assessment and to establish a water quality and level monitoring program.

2. **Explanation of Basin Change in Storage: 2<sup>nd</sup> Annual Report.** Mr. Driscoll showed a graph of annual rainfall from 1995 to 2018. The average is 5.59 inches. He reported that he is monitoring 46 wells on a semi-annual basis. There is a greater decline in water storage in the North Management Area than in the South. Total water use has declined by 18 percent from 2015 to 2020, and the total groundwater storage has declined 32,372 acre-feet. Mr. Driscoll explained how groundwater storage is calculated using a grid-cell.

### **III. STAFF REPORTS**

**A. Water and Sewer Revenue Update:** Jessica Clabaugh reported that water revenue and sales for March were higher than the last two years. Sewer revenue and sales remain consistent. Ms. Garcia's collection efforts have reduced the receivables.

**B. 2021-22 Budget Development Schedule:** Ms. Clabaugh announced that she would present the draft budget at the April 27 Board meeting and the final budget on June 8, with final approval either that day or on June 22.

**C. Schedule for New Development Rate/Charges:** Mr. Poole reported that he was working with Director Brecht and Raftelis on the draft new development charges and hoped to bring them to the Board on May 11.

**D. Initial Thoughts on BWD Front Office Re-Opening:** Diana Del Bono reported that front office re-opening would be discussed at tomorrow's staff meeting. She was thinking of scheduling it following the July 4 holiday. They will require masks and install a sneeze shield. Hand sanitizer is available. One customer at a time will be admitted to the lobby, and the Special Minutes: April 13, 2021

restrooms will not be open to the public. The counter will be cleaned after each visitor. Director Johnson asked for the air exchange rate in the building, and Mr. Poole agreed to find out. Mr. Driscoll asked whether the District could require its consultants to be vaccinated, and Mr. Poole agreed to investigate. Director Brecht inquired about liability if staff infects a customer or vice versa, and Steve Anderson agreed to provide information.

**E. Solarization of BWD Wells:** Mr. Poole explained that ACWA has an arrangement with a solar contractor they have used, and he received a proposal. He requires a personal inspection of the BWD wells. Another contractor, who is doing work at the high school, Baker Electric, met Mr. Poole at Well 4-9 last week. He is calculating the cost to install solar and will submit a proposal. Mr. Poole hoped to have a recommendation to the Board in May. At Director Brecht's suggestion, he agreed to discuss it with Mr. Driscoll (how much the District can afford to pay for solar).

**F. BWD letter to County PDS:** Mr. Poole noted that there has been an increase in development and real estate activity in Borrego Springs recently. He and Director Brecht would like to send a letter to the County regarding this and associated issues involving the Stipulated Judgment and water credits. Director Brecht suggested that both Mr. Poole and President Dice sign the letter, and that Dudek be requested to create a procedure for converting water credits to BPAs. Director Johnson reported that the Sponsor Group is forming a subcommittee to coordinate water and land use policies. She asked that the Sponsor Group be copied on the letter to the County.

**G. Borrego Valley Stewardship Council MOU amendments:** President Dice reported that the Stewardship Council, at its recent annual meeting, approved some amendments to its MOU. Its mission was expanded to include more topics, including COVID. It provides the ability to change the responsible parties for various groups. The leadership group of five people was reestablished, with staggered terms of office, and two new members were elected. The Council just received a grant from the San Diego Foundation to pursue governance, and they may hire an Executive Director.

**H. Update on Stipulation Ruling and Next Steps:** Mr. Anderson announced that Judge Wilson issued his final judgment last week in the groundwater adjudication case and commended all those involved for their efforts. The Judge had a few questions and made some minor changes to the Judgment before signing. This week or next the Judgment will be submitted to DWR as an alternative to a GSP. Borrego is the first basin in the State to do this. DWR can approve it, make changes or reject it, which is doubtful. Director Duncan inquired about the pumpers who did not sign the Stipulation. Mr. Anderson replied that they would get notice of the ruling, and all BPA holders will have to pay their proportionate share of the costs. The WMB will probably handle that, as well as the monitoring requirements. Nonpayment by BPA holders would be considered contempt of Court.

## **V. CLOSED SESSION:**

**A. Conference with Legal Counsel – Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Government Code Section 54956.9: (Two (2) potential cases):**

**B. Conference with Legal Counsel – Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al., San Diego Superior Court case no. 37-2020-00005776):**

The Board adjourned to closed session at 12:55 p.m., and thereafter, the open session reconvened. There was no reportable action.

## **VI. CLOSING PROCEDURE**

The next Board Meeting is scheduled for 9:00 a.m. April 27, 2021, at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004 – ELECTRONICALLY. There being no further business, the Board adjourned.



Mr. Kostiuk showed details of the rate structure modification, proposing a capital replenishment fund of the lesser or \$1 million or the amount of cash funded capital projects. The revenue recovery will continue at 35 percent fixed and 65 percent variable. Residential water rates will have three tiers, and non-residential will have two classes. Water supply costs will be differentiated between current and future. The sewer rate structure will include a change to the Borrego Springs Resort, eliminating the variable rate based on water use. The billing impacts in Mr. Kostiuk's presentation were the same as those showed at the last meeting. Most bills will go down slightly during the first year.

The rate study began in December 2020, and Mr. Kostiuk presented a schedule showing the applicable Board meeting dates and the associated actions. Once the study is finalized on May 11, a notice to customers will be disseminated. New rates will be effective October 1. Mr. Kostiuk noted that there are some legal issues being resolved based on a class action suit related to fire flow. Discussion followed regarding dedicated fire lines in Borrego, and Mr. Poole will find out how many there are.

**B. Proposition 218 Cost of Service Study Public Outreach Schedule:** Mr. Poole reported that the public outreach includes newsletters and *Borrego Sun* articles. The Town Hall Meeting is tentatively scheduled for May 20 at 5:30 p.m. Mr. Poole will work on how to get the word out.

**C. Policy for New Development:** Mr. Poole invited the Board's attention to the latest draft New Development Policy in the Board package. It will provide fees and charges to be assessed for new developments. Director Brecht noted that the Policy had been reviewed by legal counsel, and an updated draft is in work to make some grammatical changes. ***MSC: Baker/Johnson accepting the Policy for New Development, subject to grammatical changes and the insertion of fees and charges. The roll call vote was unanimous.***

**D. Interim Borrego Springs Subbasin Watermaster Board:**

A. Update on Board Activities. Director Duncan announced a Technical Advisory Committee meeting this afternoon. Mr. Poole reported that BWD had been reimbursed by the Watermaster for their meter reading services.

B. Update on Technical Advisory Committee Activities. Trey Driscoll reported that the TAC would discuss the hydrologic model at today's meeting, and also updates to the sustainable yield. They hope to improve calibration. Mr. Driscoll had submitted a letter to the TAC and WMB asking that DWR data be incorporated in future model updates.

**E. DRAFT version of the main Budget Document for FY2022 (July 1, 2021 to June 30, 2022):** Jessica Clabaugh presented the draft FY 2022 budget, showing 2020 actuals, budgeted and projected for 2021 and budgeted for 2022. Income includes water and sewer revenue, availability charges, penalties and fees. Expenses include operating expenses, professional services, personnel, office supplies and groundwater management. A CIP summary listed the projects. Cash flow was itemized from operating activities, groundwater management activities, non-operating activities and capital improvement activities. Reserves were projected for the beginning and end of the fiscal year, as well as a reserves target and estimated surplus/shortfall. Director Brecht requested that the budget specify these as "unrestricted reserves." Ms. Clabaugh hoped to bring the final budget document to the Board at the first meeting in June, and have it adopted at that meeting or the next one. Director Brecht questioned whether the budget could be adopted before the new rates were approved, and Mr. Poole agreed to discuss it with legal counsel.

### **III. AD-HOC COMMITTEE REPORTS**

None

#### **IV. MONTHLY FINANCIAL & OPERATIONS REPORTS**

**A. Financial Reports: March 2021:** Ms. Clabaugh reported a total of \$6.9 million in the bank as of March 31. Total income for March was \$304,348. Accounts receivable declined. Total expenses were \$276,000. CIP projects include SCADA, replacement of a pump on a lift station, Well 5-15 and the La Casa Del Zorro sewer line. A refund was received on the De Anza project due to a billing error. Major expenses included ACWA dues, groundwater litigation expenses and Raftelis.

**B. Water and Wastewater Operations Report: March 2021:** The Water and Wastewater Operations Report was included in the Board package.

**C. Water Production/Use Records: March 2021:** The Water Production/Use Records were included in the Board package.

#### **V. STAFF REPORTS**

**A. Administration:** Diana Del Bono referred to the discussion at the last meeting regarding late fees for past due water bills. She had drafted a letter to be sent to these customers on the first of May, and notice will also be included in the next bills. Late fees will resume in July. Staff is considering a change in the amount of the late fees and will bring a recommendation to the Board next month.

Ms. Del Bono reported that the COVID response plan had been updated to add that vaccines are covered by the group insurance plan. However, at present there is no cost. The COVID plan will be included in the District's Illness/Injury Prevention Program. The Emergency Response Plan and Resilience Assessment are being updated. Ms. Del Bono hoped to open the office in July. An air purifier has been ordered, and a face shield has been installed.

**B. Engineering:** David Dale reported that some private electrical lines had been encountered during work on the La Casa Del Zorro pipeline, incurring added costs. However, the project is still within budget. It is about 60 percent complete. Mr. Dale, Mr. Poole and Alan Asche met with State Park representatives to discuss the Twin Tank replacement and made some minor changes in the location. A full grant is expected for that project as well as Indian Head and Rams Hill 2. A pre-construction meeting was held for the Bending Elbow pipeline, and it will begin soon. Work is in progress on the final contract documents for the wastewater treatment plant rehab, and the partial Notice to Proceed should be issued next week. Mr. Dale believed the contract for the SDG&E pipeline was acceptable, and with final approval and their deposit work can proceed.

**C. Operations:** Mr. Asche reported that the pump motor at Well 18 burned out. It was replaced this morning, and final connections are in progress. Rehab at Well 11 is beginning. A pump and piping will be replaced, and work on the electrical panel controls is complete. Well 4-9 is in service and pumping water. A chlorinator was installed, and will also be required for Well 5-15. The tower at Well 5-15 should be standing by the end of the week. The inductor case has been installed. A pipeline break at El Rancho Trailer Villa last week has been repaired. The Double O pipeline is nearly complete, and then the work on the Frying Pan line will begin.

**D. Wastewater:** Roy Martinez reported that the La Casa Del Zorro sewer line is 40 to 45 percent complete. Operations at the treatment plant have been normal.

**E. General Manager:**

a. Identifying new BWD Well as ID #5-15. Mr. Poole announced that the new well under construction would be identified as Well ID #5-15.

b. Correspondence with County PDS. Mr. Poole reported that the letter to the County regarding the impact of the Stipulation and the fact that the MOU on water credits is null and void was met with positive response. He discussed it with Jim Bennett, who suggested bringing the WMB into the loop. Mr. Poole contacted their staff.

c. List of BWD Owned Properties. Mr. Poole noted that Esmeralda Garcia had compiled a list of BWD-owned properties, which was shared with the Board. He will work with Director Brecht on the next steps.

d. Advocacy Kick Off Meeting. Mr. Poole announced that he, Directors Brecht and Johnson and staff would meet with the Best Best & Krieger advocacy team tomorrow.

## **VI. CLOSED SESSION**

**A.** VIKING RANCH PROPOSAL - Conference with Real Property Negotiators (Gov. Code Section 54956.8) Property APN: 140-303-0900 & 140-303-1100, 150 acres BWD Negotiator: Geoff Poole Negotiating Parties: Geoff Poole, General Manager and Owner: Viking Ranch; Price and Terms of Payment Property Negotiations:

**B.** Conference with Legal Counsel – Significant exposure to litigation pursuant to Government Code paragraph (3) of subdivision (d) of Section 54956.9 (Two (2) potential cases):

**C.** Conference with Legal Counsel – Existing Litigation (*BWD v. All Persons Who Claim a right to Extract Groundwater, et al.* (San Diego Superior Court case no. 37-2020-00005776)):

**D.** CYBER SECURITY: Government Code section 54957(a):

The Board adjourned to closed session at 11:55 a.m., and thereafter, the open session reconvened. There was no reportable action.

## **VII. CLOSING PROCEDURE**

The next Board Meeting is scheduled for 9:00 a.m. May 11, 2021, to be available on line. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details, Agenda information available at least 72 hours before the meeting. There being no further business, the meeting adjourned.

BOARD OF DIRECTORS MEETING  
MAY 25, 2021  
CORRESPONDENCE FROM THE PUBLIC

May 20, 2021

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Correspondence from David Cragoe

Thank you Geoff. I am concerned that the difficult process of building would be even more complicated if BWD is not willing to sell BPA units to prospective home builders. I would highly encourage the board to consider that in order to help streamline the process.

**David Cragoe**

Broker/Owner

**Road Runner Realty**

CA BRE License #01133077

**619-741-6400**

[www.RoadRunnerBorrego.com](http://www.RoadRunnerBorrego.com)

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 25, 2021  
AGENDA ITEM II.A

May 20, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Waste Water Treatment Plant Change Order #1: Davis/Bacon Act Compliance (\$0 Cost)

**RECOMMENDED ACTION:** Approve Change Order #1

**ITEM EXPLANATION:** During Final Review of the WWTP Bid documents, WaterBoards staff requested BWD issue a Change Order to confirm compliance with the Davis/Bacon Act. After consulting with the Contractor, it was determined there is no cost to the request from The State. District Engineer Dale has created the attached Change Order for this purpose and Staff recommend approval to continue with the final stages on completing the \$778 K State Grant

**NEXT STEPS:**

1. Forward Change Order to State and Continue with Final Business Agreement

**FISCAL IMPACT:**

\$0

**ATTACHMENTS:**

1. Change Order and Requirements

**EXHIBIT "A"  
CHANGE ORDER FORM**

**Borrego Water District**

806 Palm Canyon Drive  
Borrego Springs, CA 92204

**Contract Change Order #1**

**Project:** WASTEWATER TREATMENT PLANT  
REHABILITATION PROJECT

**Change Order No.:** 1

**Orig. Contract Amt.:** \$663,102.00

**Contract No.:**

**Contractor:** Metro Builders & Engineers Group,  
Ltd.

**Prev. Appvd. Changes:** \$ 0.00

**Owner:** Borrego Water District

**This Change:** \$ 0.00

**Revised Contract Amt.:** \$ 0.00

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Borrego Water District, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1	Add Davis-Bacon language (Attached)	\$0.00	0
2			
	<b>Totals</b>	\$0.00	0

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Borrego Water District.

The amount of the contract will be increased by the sum of \$0.00 and the contract time shall be extended by 0 working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

\_\_\_\_\_  
 (Signature) Contractor's Authorized Representative

\_\_\_\_\_  
 Date

Recommended:

\_\_\_\_\_  
 (Signature) David Dale PE, District Engineer

\_\_\_\_\_  
 Date

Approved:

\_\_\_\_\_  
 (Signature) Geoff Poole, Borrego Water District

\_\_\_\_\_  
 Date

Item No.	Justification for Change(s)
1	Davis-Bacon requirements must be added to the Contract per State Funding Agency.
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Borrego Water District.

# Davis-Bacon Requirements for CWSRF Projects

For purposes of this Exhibit only, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” or “State recipient” means the State Water Board.

## **I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:**

If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board at [DavisBacon@waterboards.ca.gov](mailto:DavisBacon@waterboards.ca.gov) or phone (916) 327-7323. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

### **2. Obtaining Wage Determinations.**

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a

solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs

reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/index.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her

first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These

reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 25, 2021  
AGENDA ITEM II.B

May 25, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager/David Dale, PE District Engineer

SUBJECT: Approval to Award Labor Compliance Consulting and Monitoring Services to Labor Compliance Consultants of Southern California, LLC for the Wastewater Treatment Plant Rehabilitation Project

**RECOMMENDED ACTION:**

Approve and Award Labor Compliance Consulting and Monitoring Services to Labor Compliance Consultants of Southern California, LLC for the Wastewater Treatment Plant Rehabilitation Project in the amount of \$8,000.00.

**ITEM EXPLANATION:**

The funding agreement for this project requires that the District perform labor compliance to ensure that the contractor is complying with State and Federal laws related to paying prevailing wages. This project will require that the Contractor pay the highest prevailing wage rates between the State and Federal requirements.

This type of labor compliance is a specialty field requiring special knowledge and experience. It is recommended to use a consultant for this type of work.

On January 12, 2021, the Board of Directors approved the Construction Loan Forgiveness Agreement (No. SWRCBD200010017) by and between the Borrego Water District and the California State Water Resources Control Board for the project. The bids for the project opened on Friday, March 19<sup>th</sup> at 2:00 p.m.

The District received the attached proposal for labor compliance.

**NEXT STEPS**

Upon approval, a contract will be prepared and sent out. After approval of the contract documents, the contract will be signed by the General Manager.

**FISCAL IMPACT**

The grant agreement has budgeted reimbursement for these costs.

**ATTACHMENTS**

1. Proposal from Labor Compliance Consultants of Southern California, LLC



# **PROPOSAL**

**Labor Compliance Consulting and Monitoring Services  
To  
Borrego Water District  
  
For  
Wastewater Treatment Plant  
Rehabilitation Project**

**January 6, 2021**

**Prepared by: Crystal Ransdell**

**Labor Compliance Consultants Of  
Southern California LLC  
P O Box 2660  
El Centro, CA 92244  
(760) 791-6914**

**Requested by:  
David Dale  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004**

## I. EXECUTIVE SUMMARY

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### HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

**Labor Compliance Consultants of Southern California (LCCSC)** is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3<sup>rd</sup> Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

**PRIMARY CONTACT FOR PROPOSAL**

Mrs. Crystal Ransdell  
Senior Labor Standards Compliance Officer  
P.O. Box 2660  
El Centro, CA 92244  
(760) 791-6914  
[cransdell@lccsc.net](mailto:cransdell@lccsc.net)

**LOCATION OF EL CENTRO OFFICE**

Labor Compliance Consultants of So. Cal  
1601 N. Imperial Avenue  
El Centro, CA 92243 (760)  
791-6914  
[cransdell@lccsc.net](mailto:cransdell@lccsc.net)

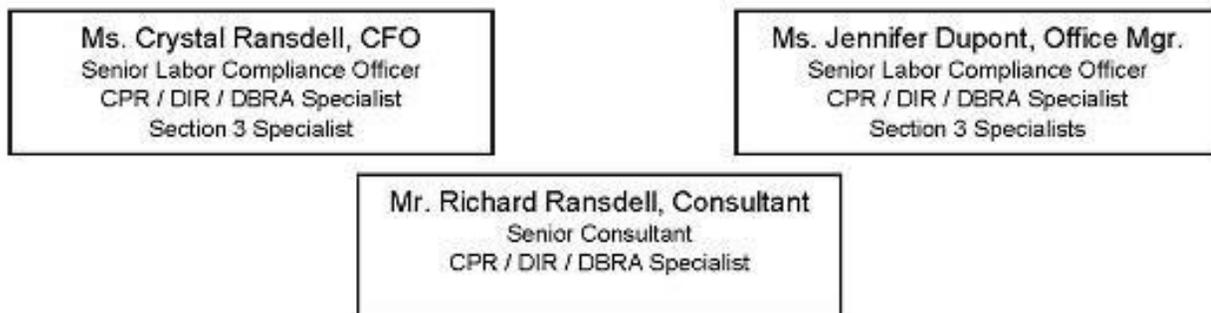
**PRIMARY CONTACT FOR LABOR COMPLIANCE**

Mrs. Jennifer Dupont  
Senior Labor Standards Compliance Officer  
P.O. Box 2660  
El Centro, CA 92244 619-388-  
9147 [jdupont@lccsc.net](mailto:jdupont@lccsc.net)

**LOCATION OF SAN DIEGO OFFICE**

Labor Compliance Consultants of So. Cal.  
Attn: Ms. Jennifer Dupont  
Senior Labor Standards Compliance Officer  
6339 Paseo Del Lago  
Carlsbad, CA 92011  
(619) 388-9147  
[jdupont@lccsc.net](mailto:jdupont@lccsc.net)

## ORGANIZATIONAL CHART



**PROJECT TEAM HIGHLIGHTS:**

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC’s labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

**LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834**

**EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities.

Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

**II. PROJECT APPROACH & SCOPE OF WORK**

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LCCSC shall be responsible for assisting **Borrego Water District** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

**The project consists of the Labor Compliance Monitoring for**

<b>Borrego Water District – Wastewater Treatment Plant</b>
<b>Rehabilitation Project with approximately 60 calendar days under construction.</b>

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor’s contract with his subcontractors.

**The estimated construction time is sixty (60) calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of five (5) months. One (1) month prior to construction activities, two (2) months of construction activities and two (2) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.**

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**Labor Standards Compliance Services will include the following:**

#### **A. Wage Decisions Monitoring**

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **Borrego Water District** of any modifications made to worker wage decisions.

#### **B. Contractor Eligibility, Certifications and Pre-Construction Conference**

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.
2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.
3. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements.

#### **C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.**

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **Borrego Water District** and the Prime Contractor promptly.

2. **Employee Interviews:** LCCSC will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.
3. **Request for Information:** LCCSC shall inform **Borrego Water District** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **Borrego Water District**, the Prime Contractor, and all subcontractors.
4. **Progress Payment Review Assistance:** LCCSC shall assist **Borrego Water District** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **Borrego Water District** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **Borrego Water District** department so they may withhold progress payment as needed.

#### D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **Borrego Water District** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **Borrego Water District** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

#### E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **Borrego Water District** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **Borrego Water District** shall keep and store for 5 years as required by law.
3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **Borrego Water District** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

#### F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual and final reports, so that the **Borrego Water District** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

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### **FEE SCHEDULE FOR SERVICES**

Our 2020-2021 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **Borrego Water District** prior to implementation on this project.

#### VI. FEE SCHEDULE

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##### I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined in within the contents of this proposal. In the event completion of the project extends beyond the seven (7) months, additional services will be billed at the hourly rate per the schedule attached.

##### II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately January 2021 and the construction is scheduled for sixty (60) calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **Borrego Water District** with the Labor Standards Compliance Services requirements with a not to exceed amount of **\$8,000.00**

LCCSC's services shall be invoiced in five (5) monthly installments of **\$1600.00** the end of each month beginning with the notice to proceed.

Additional fees may be required in that event that delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions. Incidental fees i.e.: Mileage, copies, postage, etc. shall be invoiced in addition to the hourly rate compensation.

**Not to Exceed Costs: \$8,000.00**

**HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES**

*Effective January 1, 2021 through December 31, 2021*

<b>Labor Standards Services</b>	
Senior Labor Compliance Officer	\$90.00/hour
Bilingual Interviewer	\$75.00/hour

Prepared by:

*Crystal Ransdell*

January 6, 2021

Crystal A. Ransdell  
Labor Compliance Consultants of Southern California  
P.O. Box 2660  
El Centro, CA 92244



# IV.A

## Financial Reports: April 2021



## TREASURER'S REPORT April 2021

	Bank Balance	Carrying Value	Fair Value	<u>% of Portfolio</u> Current Actual	Rate of Interest	Maturity	Valuation Source
<b>Cash and Cash Equivalents:</b>							
<b>Demand Accounts at CVB/LAIF</b>							
General Account/Petty Cash	\$ 4,004,626	\$ 3,963,862	\$ 3,963,862	57.98%	0.00%	N/A	CVB
Payroll Account	\$ 31,204	\$ 31,204	\$ 31,204	0.46%	0.00%	N/A	CVB
MMA (Bond Funds)	\$ 594,471	\$ 594,471	\$ 594,471	8.70%	0.30%	N/A	CVB
CIP Bond Funds Checking	\$ 183,854	\$ 183,854	\$ 183,854	2.69%	0.00%	N/A	CVB
LAIF	\$ 2,063,292	\$ 2,063,292	\$ 2,063,292	30.18%	0.46%	N/A	LAIF
<b>Total Cash and Cash Equivalents</b>	<b><u>\$ 6,877,447</u></b>	<b><u>\$ 6,836,684</u></b>	<b><u>\$ 6,836,684</u></b>	<b><u>100.00%</u></b>			
<b>Facilities District No. 2017-1A-B</b>							
Special Tax Bond- Rams Hill -US BANK	\$ 675,211	\$ 675,211	\$ 675,211				
<b>Total Cash,Cash Equivalents &amp; Investments</b>	<b><u>\$ 7,552,659</u></b>	<b><u>\$ 7,511,895</u></b>	<b><u>\$ 7,511,895</u></b>				

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 09, 2020

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are CVB Bank, LAIF and US Trust Bank.

Jessica Clabaugh, Finance Officer

**Borrego Water District  
Cash Flow  
April 2021**

	6/23/2020 ADOPTED BUDGET <u>2020-2021</u>	Actual April <u>2021</u>	Projected April <u>2021</u>	Difference <u>Explanations</u>	Actual YTD <u>2020-2021</u>	YTD % <u>of Budget</u> 2020-2021 83.3%
<u>WATER REVENUE</u>						
Residential Water Sales	884,704	71,408	67,768		784,996	88.7%
Commercial Water Sales	455,153	33,122	34,865		375,725	82.5%
Irrigation Water Sales	207,629	15,926	15,904		182,677	88.0%
GWM Surcharge	177,564	13,534	13,601		150,800	84.9%
Water Sales Power Portion	475,237	37,406	36,403		415,138	87.4%
<b>TOTAL WATER COMMODITY REVENUE:</b>	<b>2,200,286</b>	<b>171,396</b>	<b>168,542</b>		<b>1,909,336</b>	<b>86.8%</b>
Readiness Water Charge	1,240,486	104,723	100,853		1,021,024	82.3%
Meter Install/Connect/Reconnect Fees	1,768	(5,893)	144	<i>Install Refund</i>	3,155	178.4%
Backflow Testing/Installation	5,228	-	50		294	5.6%
Bulk Water Sales	2,501	959	203		5,088	203.4%
Penalty & Interest Water Collection	34,850	-	2,833	<i>No Penalty(CV)</i>	1,805	5.2%
<b>TOTAL WATER REVENUE:</b>	<b>3,485,119</b>	<b>271,185</b>	<b>272,625</b>		<b>2,940,702</b>	<b>84.4%</b>
<u>PROPERTY ASSESSMENTS/AVAILABILITY CHARGES</u>						
641500 1% Property Assessments	55,000	15,819	4,583		60,762	110.5%
641502 Property Assess wtr/swr/flld	75,000	44,493	6,250		102,593	136.8%
641504 Water avail Standby	91,000	6,293	7,583		92,120	101.2%
641503 Pest standby	14,000	2,239	1,167		13,813	98.7%
<b>TOTAL PROPERTY ASSES/AVAIL CHARGES:</b>	<b>235,000</b>	<b>68,843</b>	<b>19,583</b>		<b>269,286</b>	<b>114.6%</b>
<u>SEWER SERVICE CHARGES</u>						
Town Center Sewer Holder fees	199,983	20,682	16,387		203,971	102.0%
Town Center Sewer User Fees	98,847	8,472	8,100		83,555	84.5%
Sewer user Fees	293,189	24,853	24,024		246,320	84.0%
<b>TOTAL SEWER SERVICE CHARGES:</b>	<b>592,018</b>	<b>54,008</b>	<b>48,510</b>		<b>533,846</b>	<b>90.2%</b>
<u>OTHER INCOME</u>						
Watermaster Meter Read Income		2,385			2,385	
JPIA Insurance Rebate		2,062			2,062	
Interest Income	76,000	2,618	11,000		10,893	14.3%
<b>TOTAL OTHER INCOME:</b>	<b>76,000</b>	<b>7,065</b>	<b>11,000</b>		<b>15,340</b>	<b>20.2%</b>
<b>TOTAL INCOME:</b>	<b>4,388,137</b>	<b>401,101</b>	<b>351,718</b>		<b>3,759,174</b>	<b>85.7%</b>
<u>CASH BASIS ADJUSTMENTS</u>						
Decrease (Increase) in Accounts Receivable		(28,075)				
<b>TOTAL CASH BASIS ADJUSTMENTS:</b>		<b>(28,075)</b>				
<b>TOTAL OPERATING INCOME RECEIVED:</b>	<b>4,388,137</b>	<b>373,026</b>				

<u>EXPENSES</u>	<u>ADOPTED BUDGET</u>			<u>Actual YTD</u>	<u>YTD % of Budget</u>
	<u>2020-2021</u>			<u>2020-2021</u>	<u>2020-2021</u>
<u>MAINTENANCE EXPENSE</u>					
R & M Buildings & Equipment	250,000	7,266	20,833	90,619	36.2%
R & M - WTF	120,000	1,167	10,000	30,438	25.4%
Telemetry	10,000	-	833	3,914	39.1%
Trash Removal	5,500	440	458	5,396	98.1%
Vehicle Expense	18,000	7,953	1,500	18,673	103.7%
Fuel & Oil	35,000	1,949	2,917	26,293	75.1%
<b>TOTAL MAINTENANCE EXPENSE:</b>	<b>438,500</b>	<b>18,775</b>	<b>36,542</b>	<b>175,333</b>	<b>40.0%</b>
<u>PROFESSIONAL SERVICES EXPENSE</u>					
Tax Accounting (Taussig)	3,000	-	250	883	29.4%
Administrative Services (ADP)	3,000	256	250	3,259	108.6%
Audit Fees (Leaf & Cole)	17,000	-	-	20,460	120.4%
Computer billing (Accela/Parker)/Cyber Security	31,000	381	2,583	30,334	97.9%
Financial/Technical Consulting (Raftelis/Fieldman)	80,000	-	6,667	88,228	110.3%
Engineering (Dudek)	35,000	-	2,917	16,015	45.8%
District Legal Services (BBK)	45,000	8,198	3,750	58,162	129.2%
Air Quality Study	43,551	-	-	43,551	-
Advocacy & Grant Acquisitions	30,000	5,000	2,500	9,523	31.7%
Testing/lab work (Babcock Lab/Water Quality Monitoring)	24,000	567	2,000	23,728	98.9%
Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	36,500	1,470	3,042	29,997	82.2%
<b>TOTAL PROFESSIONAL SERVICES EXPENSE:</b>	<b>348,051</b>	<b>15,872</b>	<b>23,958</b>	<b>324,138</b>	<b>93.1%</b>
<u>INSURANCE EXPENSE</u>					
ACWA/JPIA Program Insurance	60,000	-	10,000	78,833	131.4%
ACWA/JPIA Workers Comp	18,000	3,612	4,500	15,816	87.9%
<b>TOTAL INSURANCE EXPENSE:</b>	<b>78,000</b>	<b>3,612</b>	<b>14,500</b>	<b>94,650</b>	<b>121.3%</b>
<u>DEBT EXPENSE</u>					
Compass Bank Note 2018A/B	388,939	39,591	44,000	393,662	101.2%
Pacific Western Bank 2018 IPA	499,406	88,980	80,000	504,539	101.0%
<b>TOTAL DEBT EXPENSE:</b>	<b>888,345</b>	<b>142,032</b>	<b>124,000</b>	<b>924,995</b>	<b>104.1%</b>
<u>PERSONNEL EXPENSE</u>					
Board Meeting Expense (board stipend/board secretary)	23,000	1,972	1,917	18,569	80.7%
Salaries & Wages (gross)	930,000	82,485	77,500	835,972	89.9%
Salaries & Wages offset account (board stipends/staff projects)	(80,000)	(11,417)	(6,667)	(86,434)	108.0%
Consulting services/Contract Labor	10,000	-	833	1,625	16.3%
Taxes on Payroll	23,700	1,722	1,975	21,632	91.3%
Medical Insurance Benefits	212,700	20,747	17,725	194,941	91.7%
Calpers Retirement Benefits	210,000	11,655	17,500	125,463	59.7%
Conference/Conventions/Training/Seminars	18,000	1,603	1,500	5,955	33.1%
<b>TOTAL PERSONNEL EXPENSE:</b>	<b>1,347,399</b>	<b>108,767</b>	<b>112,283</b>	<b>1,117,724</b>	<b>83.0%</b>

<u>EXPENSES(Con't)</u>	<b>ADOPTED BUDGET</b>			<b>Actual YTD</b>	<b>YTD % of Budget</b>
	<b>2020-2021</b>			<b>2020-2021</b>	<b>2020-2021</b>
<b><u>OFFICE EXPENSE</u></b>					
Office Supplies	24,000	214	2,000	12,823	53.4%
Office Equipment/ Rental/Maintenance Agreements	50,000	1,746	4,167	18,227	36.5%
Postage & Freight	15,000	294	1,250	10,182	67.9%
Taxes on Property	3,300	-	-	2,611	79.1%
Telephone/Answering Service/Cell	20,000	1,542	1,667	15,991	80.0%
Dues & Subscriptions (ACWA/CSDA)	23,000	67	1,917	14,776	64.2%
Printing, Publications & Notices	2,500	252	208	1,751	70.1%
Uniforms	7,000	592	583	5,603	80.0%
OSHA Requirements/Emergency preparedness	5,500	508	458	1,744	31.7%
<b>TOTAL OFFICE EXPENSE:</b>	<b>150,300</b>	<b>5,215</b>	<b>12,250</b>	<b>83,707</b>	<b>55.7%</b>
<b><u>UTILITIES EXPENSE</u></b>					
Pumping-Electricity	325,000	30,885	27,083	271,002	83.4%
Office/Shop Utilities	6,000	48	500	4,627	77.1%
<b>TOTAL UTILITIES EXPENSE:</b>	<b>331,000</b>	<b>30,933</b>	<b>27,583</b>	<b>275,629</b>	<b>83.3%</b>
<b><u>GROUNDWATER MANAGEMENT EXPENSE</u></b>					
Pumping Fees	123,888	-	-	123,888	
Physical Solution Development	-	-	-	-	
Physical Solution Reimbursement (42,800 rcvd in FY2020)	(57,200)	-	(4,766)	(86,917)	152.0%
Stipulation Legal	185,000	20,434	7,083	343,095	185.5%
Stipulation Legal Reimbursements (24,400 rcvd in FY2020)	(40,600)	-	(3,383)	(12,321)	30.3%
Interim Judgement Legal Support	-	-	3,750	-	
Interim Judgement Technical Support	45,000	649	3,750	110,188	244.9%
Misc. & Contingency	20,000	-	1,667	-	0.0%
BPA Transactions that meet CEQA requirements	5,000	-	417	-	0.0%
<b>TOTAL GWM EXPENSE:</b>	<b>281,088</b>	<b>21,083</b>	<b>8,518</b>	<b>354,045</b>	<b>126.0%</b>
<b>TOTAL EXPENSES:</b>	<b>3,862,682</b>	<b>346,289</b>	<b>359,634</b>	<b>3,350,221</b>	<b>86.7%</b>
<b><u>CASH BASIS ADJUSTMENTS</u></b>					
Decrease (Increase) in Accounts Payable		(57,960)			
Increase (Decrease) in Inventory		3,914			
<b>TOTAL CASH BASIS ADJUSTMENTS:</b>		<b>(54,046)</b>			
<b>TOTAL OPERATING EXPENSES PAID:</b>	<b>3,862,682</b>	<b>292,242</b>			
<b>NET OPERATING INCOME RECEIVED:</b>	<b>613,846</b>	<b>80,783</b>	<b>(7,916)</b>		

<u>CIP PROJECTS</u>	<u>ADOPTED BUDGET 2020-2021</u>		<u>Actual YTD 2020-2021</u>	<u>YTD % of Budget 2020-2021</u>
<u>CASH FUNDED - WATER</u>				
Bending Elbow Pipeline Project	380,000	-	13,606	3.6%
SCADA Replacement	100,000	2,478	126,735	126.7%
Facilities Maintenance - Office Interior	15,000	-	-	0.0%
Emergency System Repairs	60,000	1,133	10,833	18.1%
Replace Twin Tanks (Moved from GRANT)	630,000	901	2,836	0.5%
Well 11 Electrical Upgrades		-	-	
Well 18 Upgrades		20,699		
Engineering/Construction Management Consulting	25,000	-	-	0.0%
<b>TOTAL CASH CIP EXPENSES WATER:</b>	<b>1,210,000</b>	<b>25,211</b>	<b>168,674</b>	<b>13.9%</b>
<u>CASH FUNDED - SEWER</u>				
Oxygen Injection at Borrego Valley Rd Pump	20,000	328	13,131	65.7%
Difusers at Sludge Holding Tank (Completed from R&M)		-	-	
Manhole Replacement/Refurbishments	43,000	-	-	0.0%
Engineering/Construction Management Consulting	18,000	-	-	0.0%
<b>TOTAL CASH CIP EXPENSES SEWER:</b>	<b>81,000</b>	<b>328</b>	<b>13,131</b>	<b>16.2%</b>
<b>CASH FUNDED - Short Lived Asset Replacement Progra</b>	<b>405,000</b>	<b>18,241</b>	<b>80,356</b>	<b>19.8%</b>
<b>TOTAL CASH FUNDED CIP EXPENSES:</b>	<b>1,696,000</b>	<b>43,780</b>	<b>181,805</b>	<b>10.7%</b>
<u>CASH RECAP</u>				
Net Operating Income	613,846	80,783		
Total Cash CIP	(1,696,000)	(43,780)		
Bond Funded CIP Shortfall	(772,738)	-		
<b>Period Reserves Adjustment</b>	<b>(1,854,892)</b>	<b>37,003</b>		
Cash Beginning of Period	5,984,000	6,206,211		
Projected Cash Balance at Period End	4,170,301	6,243,214		
<b>FY Reserves Target(rev. 01-21 FRP)</b>	<b>6,666,802</b>	<b>6,666,802</b>		
<b>Reserves Surplus/(Shortfall)</b>	<b>(3,539,917)</b>	<b>(423,588)</b>		
<u>DEBT &amp; GRANT ACCOUNTING</u>				
<u>GRANT(PROP 1) FUNDED CIP - WATER</u>				
Replace Twin Tanks (Changed to CASH)		-		
Replace Wilcox Diesel Motor (Push to FY22)		-		
Replace Indianhead Reservoir (Push to FY22)		-		
Kams Hill #2, recoating (Push to F-Y22)		-		
<b>TOTAL GRANT CIP EXPENSES WATER:</b>	<b>0</b>	<b>-</b>		
<b>Grant Proceeds Received</b>	<b>454,000</b>	<b>-</b>		
<u>GRANT(PROP 1) FUNDED CIP - SEWER</u>				
Plant-Grit removal at the headworks	214,000	-	-	0.0%
Clarifier Upgrade/Rehabilitation	240,000	583	2,838	1.2%
<b>TOTAL GRANT CIP EXPENSES SEWER:</b>	<b>454,000</b>	<b>583</b>	<b>2,838</b>	<b>0.6%</b>
<b>TOTAL GRANT CIP EXPENSES:</b>	<b>454,000</b>	<b>583</b>	<b>2,838</b>	<b>0.6%</b>
<u>BOND FUNDED CIP - WATER</u>				
De Anza Pipeline Replacement Project	430,000	-	466,349	108.5%
Production Well 2 Investigation and Construction	1,250,000	1,029	118,128	9.5%
Replace 30 fire hydrants 17160	540,000	-	150,412	27.9%
Phase 1 Pipeline Project - 17120	0	6,846	22,627	
Production Well #1 ID4-Well #9-17110	-	-	6,746	
BVR Pipeline for SDGE	-	-	877	
Replace 5 well discharge manifolds and electric panel upgra	0	-	5,282	
Management Consulting Water (Bond CIP)	0	-	-	
<b>TOTAL BOND FUNDED WATER CIP:</b>	<b>2,220,000</b>	<b>7,875</b>	<b>752,410</b>	<b>33.9%</b>
<u>BOND FUNDED CIP - SEWER</u>				
Miscellaneous Sewer System Improvements	410,000	-	58,304	14.2%
Gravity Main Replacement - BSR		81,959	254,428	
<b>TOTAL SEWER BOND FUNDED CIP:</b>	<b>410,000</b>	<b>81,959</b>	<b>312,573</b>	<b>76.2%</b>
<b>TOTAL BOND FUNDED CIP EXPENSES:</b>	<b>2,630,000</b>	<b>89,834</b>	<b>1,064,983</b>	<b>40.5%</b>
<u>BOND PROCEEDS RECAP</u>				
Bond Balance at beginning of period (07/01/2020)	1,857,262	882,113		
Less Bond Expenditures	(2,630,000)	(89,834)		
Bond Balance at end of period (06/30/2021)	(772,738)	792,279		



## ASSETS

	<b>BALANCE SHEET</b>	<b>BALANCE SHEET</b>	<b>MONTHLY</b>
	<b>April 30, 2021</b>	<b>March 31, 2021</b>	<b>CHANGE</b>
	<b>(unaudited)</b>	<b>(unaudited)</b>	<b>(unaudited)</b>
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 6,058,358.30	\$ 5,997,185.92	\$ 61,172.38
Accounts receivable from water sales and sewer charges	\$ 711,271.28	\$ 676,322.92	\$ 34,948.36
Inventory	\$ 130,459.34	\$ 126,545.20	\$ 3,914.14
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 6,900,088.92</b>	<b>\$ 6,800,054.04</b>	<b>\$ 100,034.88</b>
<b>RESTRICTED ASSETS</b>			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (39,683.07)	\$ (39,683.07)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 298,965.00	\$ 298,965.00	\$ -
Total Debt service	\$ 384,467.15	\$ 384,467.15	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 675,211.39	\$ 264,234.85	\$ 410,976.54
2018 Certificates of Participation to fund CIP Projects	\$ 778,325.21	\$ 864,584.41	\$ (86,259.20)
Total Trust/Bond funds	\$ 1,453,536.60	\$ 1,128,819.26	\$ 324,717.34
<b>TOTAL RESTRICTED ASSETS</b>	<b>\$ 1,838,003.75</b>	<b>\$ 1,513,286.41</b>	
<b>UTILITY PLANT IN SERVICE</b>			
Land	\$ 2,310,115.95	\$ 2,310,115.95	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 1,657,165.69	\$ 1,546,840.98	\$ 110,324.71
Bond funded CIP Expenses	\$ 1,469,676.69	\$ 1,461,801.47	\$ 7,875.22
Sewer Facilities	\$ 6,175,596.99	\$ 6,175,596.99	\$ -
Water facilities	\$ 14,105,278.21	\$ 14,105,278.21	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 597,312.57	\$ 597,312.57	\$ -
Vehicles	\$ 687,296.74	\$ 687,296.74	\$ -
Accumulated depreciation	\$ (13,123,256.52)	\$ (13,123,256.52)	\$ -
<b>NET UTILITY PLANT IN SERVICE</b>	<b>\$ 19,173,407.39</b>	<b>\$ 19,055,207.46</b>	<b>\$ 118,199.93</b>
<b>OTHER ASSETS</b>			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
<b>TOTAL OTHER ASSETS</b>	<b>\$ 185,000.00</b>	<b>\$ 185,000.00</b>	
<b>TOTAL ASSETS</b>	<b>\$ 28,096,500.06</b>	<b>\$ 27,553,547.91</b>	<b>\$ 542,952.15</b>



Balance sheet continued

	<b>BALANCE SHEET</b> <b>April 30, 2021</b> <b>(unaudited)</b>	<b>BALANCE SHEET</b> <b>March 31, 2021</b> <b>(unaudited)</b>	<b>MONTHLY</b> <b>CHANGE</b> <b>(unaudited)</b>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>			
Accounts Payable	\$ 69,737.59	\$ 11,777.11	\$ 57,960.48
Accrued expenses	\$ 188,643.94	\$ 188,643.94	\$ -
Deposits	\$ 43,618.19	\$ 43,618.19	\$ -
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>	<b>\$ 301,999.72</b>	<b>\$ 244,039.24</b>	<b>\$ 57,960.48</b>
<b>CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS</b>			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 675,211.39	\$ 264,234.85	\$ 410,976.54
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b>\$ 675,211.39</b>	<b>\$ 264,234.85</b>	<b>\$ 410,976.54</b>
<b>LONG TERM LIABILITIES</b>			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 2,243,337.48	\$ 2,243,337.48	\$ -
2018 Certificates of Participation to fund CIP Projects	\$ 4,613,000.00	\$ 4,613,000.00	\$ -
Net Pension Liability-CalPERS	\$ 891,132.00	\$ 891,132.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 22,588.00	\$ 22,588.00	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 7,770,057.48</b>	<b>\$ 7,770,057.48</b>	<b>\$ -</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 8,747,268.59</b>	<b>\$ 8,278,331.57</b>	<b>\$ 468,937.02</b>
<b>FUND EQUITY</b>			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:			
Unrestricted Reserves/Retained Earnings	\$ 9,737,417.12	\$ 9,663,401.99	\$ 74,015.13
Total retained earnings	\$ 9,737,417.12	\$ 9,663,401.99	\$ 74,015.13
<b>TOTAL FUND EQUITY</b>	<b>\$ 19,349,231.47</b>	<b>\$ 19,275,216.34</b>	<b>\$ 74,015.13</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>\$ 28,096,500.06</b>	<b>\$ 27,553,547.91</b>	<b>\$ 542,952.15</b>

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of the Disbursements and Claims Paid  
 Month Ending April 30, 2021




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**Vendor disbursements paid during this period:** \$ 416,383.83

**Significant items:**

ACWA-JPIA	Workers' Comp 2021 Q1	\$ 3,611.71
Babcock	Lab Services	\$ 2,341.00
Bentley Systems, Inc.	Annual Water CAD Subscription	\$ 2,532.00
CalPERS	Includes Unfunded Liability	\$ 11,655.11
Employee Health Benefits	Medical JPIA & AFLAC	\$ 24,365.98
Ramona Disposal	Garbage Collection	\$ 3,970.02
San Diego County	Permit Fees	\$ 1,470.00
SC Fuels	Fuel For District Vehicles	\$ 1,109.17
SDGE	April Bill Payment	\$ 30,932.93
SDGE	March Bill Payment	\$ 4,410.92
Sunset Electric Power	Cla-Valves @ Well 5 & Rams Hill Tank 1	\$ 1,425.00

**Capital Projects/Fixed Asset Outlays:**

Control Systems Inc	WWTP & Lift SCADA Upgrades	\$ 16,644.82
Dudek	BOND - Extraction Well 2 Management	\$ 24,205.24
J&T Tire & Auto	Fleet Maintenance	\$ 2,254.65
Pacific Pipeline Supply, Inc.	Inventory	\$ 10,357.86
Pump Check	Annual Well Pump Efficiency Testing	\$ 2,160.00
Xylem Water Solutions	Liftstation Backup Pump	\$ 18,241.14

**Total Professional Services for this Period:**

BBK	General	\$ 6,700.00
BBK	Watermaster	\$ 46,936.32
Raftelis Financial Consultants	Finance & Rate Study (Mar)	\$ 9,111.25
Quadient	Postage Meter Contract	\$ 1,487.49
Travis Parker	Computer Support	\$ 1,641.20

**Payroll for this Period:**

Gross Payroll	\$ 82,454.68
Employer Payroll Taxes and ADP Fee	\$ 1,978.31
<b>Total</b>	<u>\$ 84,432.99</u>



# AP BOARD REPORT

April 2021

34502	1109	ABILITY ANSWERING/PAGING SER	04/14/2021	230.00
34503	3035	ACWA / JPIA Finance Dept.	04/14/2021	3,611.71
34517	1266	AFLAC	04/27/2021	1,468.86
34533	11068	ALEXIS HERNANDEZ	05/07/2021	210.10
34526	1001	AMERICAN LINEN INC.	05/07/2021	592.26
34527	61	AT&T MOBILITY	05/07/2021	545.27
34519	9529	AT&T-CALNET 3	04/27/2021	452.01
34528	9255	BABCOCK LABORATORIES	05/07/2021	527.00
34454	91	BBVA COMPASS	03/24/2021	39,591.18
34518	9269	BENITO ARTEAGA	04/27/2021	114.99
34529	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	05/07/2021	34,280.94
34530	10900	BORREGO AUTO PARTS & SUPPLY CO	05/07/2021	490.88
34504	11085	BORREGO SPRINGS WATER LLC	04/14/2021	37.10
34505	1037	BORREGO SUN	04/14/2021	112.00
34513	1037	BORREGO SUN	04/20/2021	70.00
34546	1037	BORREGO SUN	05/10/2021	70.00
34531	11066	BRAX COMPANY, INC.	05/07/2021	24,075.64
34506	1196	CASH	04/14/2021	1,070.00
34507	9054	COUNTY OF SAN DIEGO DEPT ENVIRONMENTAL HEALTH	04/14/2021	1,470.00
34500	1222	DEBBIE MORETTI	04/14/2021	122.00
34547	96	DISH	05/10/2021	66.75
34520	1094	EMPIRE SOUTHWEST	04/27/2021	111.43
1201	9299	FREDERICKS SERVICES INC	04/27/2021	81,322.85
1202	1136	HOME DEPOT CREDIT SERVICES	05/10/2021	200.15
34548	1136	HOME DEPOT CREDIT SERVICES	05/10/2021	131.29
34538	10863	HUGO RODARTE	05/07/2021	183.16
34534	9644	HVAC	05/07/2021	1,336.52
34522	11021	J & T Tire and Auto	04/27/2021	2,254.65
34532	1022	JAMES HORMUTH DE ANZA TRUE VALUE	05/07/2021	300.33
34545	11112	JOHN BEROL	05/07/2021	11,000.00
34514	9385	JOHNSON CONTROLS SECURITY SOLUTIONS	04/20/2021	295.35
34549	11090	LUPE'S GARDENING MAINTENANCE INC.	05/10/2021	585.00
34447	1000	MEDICAL ACWA-JPIA	03/16/2021	22,897.12
1200	1208	PACIFIC PIPELINE SUPPLY INC	04/20/2021	649.41
34515	1208	PACIFIC PIPELINE SUPPLY INC	04/20/2021	5,872.51
34455	11016	PACIFIC WESTERN BANK PAYMENTS	03/24/2021	88,979.75
34535	11028	POOL & ELECTRICAL PRODUCTS	05/07/2021	610.71
34523	11083	QUADIENT FINANCE USA, INC.	04/27/2021	249.44
34537	9633	RAMONA DISPOSAL SERVICE	05/07/2021	3,970.02
34521	11087	REX HARVEY	04/27/2021	350.00
34524	1065	SAN DIEGO GAS & ELECTRIC	04/27/2021	30,932.93
34539	1065	SAN DIEGO GAS & ELECTRIC	05/07/2021	328.00
34516	11067	SC FUELS	04/20/2021	822.04
34525	11067	SC FUELS	04/27/2021	1,109.17
34501	1233	SUNSET ELECTRIC POWER	04/14/2021	1,425.00
34540	9581	TRAVIS PARKER	05/07/2021	1,174.90
34541	3000	U.S.BANK CORPORATE PAYMENT SYS	05/07/2021	9,021.71
34542	1023	UNDERGROUND SERVICE ALERT	05/07/2021	21.55
34550	1100	VERIZON WIRELESS	05/10/2021	314.24
34536	1623	WENDY QUINN	05/07/2021	312.50
34543	74	WESTERN PUMP, INC	05/07/2021	1,992.50
34551	9713	XL COMPANY	05/10/2021	17.56
34544	11050	ZITO MEDIA	05/07/2021	275.73
Report Total (53 checks):				378,256.21

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			BOND CIP FUNDS											
2			RECONCILIATION-FY 2019/2021											
3								Well 12-17100/ 4-5 Well upgrades 10117140	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	Sewer Inspect Club Cir 17150 La Casa 10117210	Firehydrants 10117160	
4				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
5														Totals
6														
7														
8		07/10/18	Pacific Western Bank-Loan Proceeds	\$ 5,586,000.00										\$ 5,586,000.00
9		07/10/18	Cost of Issuance	\$ (68,707.13)										\$ (68,707.13)
10		07/17/18	US Bank Interest Fee			\$ 1,700.00								\$ (1,700.00)
11		07/17/18	Nixon Peabody-Cost of issuance			\$ 10,000.00								\$ (10,000.00)
12		07/17/18	Kutok Rock-Cost of Issuance			\$ 10,000.00								\$ (10,000.00)
13		07/20/18	MMA Interest paid		\$ 2,282.99									\$ 2,282.99
14		07/31/18	MMA Interest paid		\$ 693.25									\$ 693.25
15		08/01/18	Grant Thornton-Cost of Issuance			\$ 1,500.00								\$ (1,500.00)
16		08/01/18	Brandis Tallman-Cost of Issuance			\$ 17,500.00								\$ (17,500.00)
17		08/01/18	Fieldman, Rolapp & Assoc.-Cost of Issuance			\$ 50,231.67								\$ (50,231.67)
18		08/01/18	Best Best & Krieger-Cost of Issuance			\$ 55,000.00								\$ (55,000.00)
19		08/31/18	MMA Interest paid		\$ 4,683.02									\$ 4,683.02
20		09/31/18	MMA Interest paid		\$ 4,535.86									\$ 4,535.86
21		10/31/18	MMA Interest paid		\$ 4,690.98									\$ 4,690.98
22		11/30/18	MMA Interest paid		\$ 6,498.24									\$ 6,498.24
23		12/31/18	MMA Interest paid		\$ 8,125.10									\$ 8,125.10
24		12/31/18	Fed-x Bond issuance costs			\$ 62.02								\$ (62.02)
25		01/31/19	Dudek-Construction Mgmt Prod well #2					\$ 8,295.00						\$ (8,295.00)
26		01/31/19	BBK-Review Bid documents					\$ 855.50	\$ 3,635.00					\$ (4,490.50)
27		01/31/19	Harland Check order-partial charge					\$ 70.12	\$ 70.13	\$ 70.13				\$ (210.38)
28		01/31/19	MMA Interest paid		\$ 9,878.83									\$ 9,878.83
29		02/28/19	BBK-Review final specs Pipeline #1						\$ 306.00					\$ (306.00)
30		02/28/19	BBK-Finalize Bid documents					\$ 2,657.00	\$ 1,799.50	\$ 1,453.50				\$ (5,910.00)
31		02/28/19	Dudek-Construction Mgmt Prod well #1					\$ 11,535.00		\$ 8,422.50				\$ (19,957.50)
32		02/28/19	MMA Interest paid		\$ 8,529.85									\$ 8,529.85
33		03/31/19	Dudek-Construction Mgmt					\$ 5,467.50		\$ 7,232.50				\$ (12,700.00)
34	1007	03/31/19	Dudek-Construction Mgmt					\$ 5,264.68		\$ 5,006.25				\$ (10,270.93)
35	1006	03/31/19	BBK-Review Bid documents					\$ 740.00	\$ 879.00	\$ 867.50				\$ (2,486.50)
36		03/31/19	MMA Interest paid		\$ 9,460.57									\$ 9,460.57
37			Reallocate interest to Admin 7122		\$ (59,378.69)									\$ (59,378.69)
38			Well 12 repairs from O&M to Bond funds-check #32867					\$ 13,537.82						\$ (13,537.82)
39			Well 12 repairs from O&M to Bond funds-check #32970					\$ 82,640.56						\$ (82,640.56)
40		04/04/19	Big J Fencing-Fencing for Well ID4 Well 9					\$ 16,975.00						\$ (16,975.00)
41		04/08/19	BBK					\$ 561.00	\$ 535.50					\$ (2,473.50)
42		04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16 Transfer switch					\$ 36,033.00						\$ (36,033.00)
43		04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16/11 Transfer switch					\$ 253,731.68						\$ (253,731.68)
44		04/23/19	Dudek-Construction Management					\$ 3,690.00		\$ 1,927.50				\$ (5,617.50)
45		04/23/19	Fed-x -Mailing of NOE to County New Well #1					\$ 30.53						\$ (30.53)
46		04/23/19	Pacific Pipe-well 12					\$ 1,337.83						\$ (1,337.83)
47		05/29/20	Pacific Pipeline					\$ 38.45						\$ (38.45)
48		05/20/19	Well 12 repairs transferred from Admin					\$ 83,223.56						\$ (83,223.56)
49		05/29/19	Hidden Valley Pump-Electric panel well 12					\$ 2,503.88						\$ (2,503.88)
50		05/29/19	DeAnza Ready Mix-Road base well 12					\$ 1,547.09						\$ (1,547.09)
51		05/29/19	Dynamic Consulting-Phase 1 & 2 Pipeline						\$ 71,010.00					\$ (71,010.00)
52		05/29/19	Bobs Trailer-Office trailer Well 1 ID4-9 and well 2					\$ 4,500.00		\$ 4,500.00				\$ (9,000.00)
53		05/29/19	Pacific Pipe-well 12					\$ 12,635.88						\$ (12,635.88)
54	1022	05/29/19	BBK-bid review					\$ 612.00	\$ 153.00					\$ (765.00)
55		05/29/19	Big J Fencing-Fencing for Well ID4 Well 9					\$ 16,975.00						\$ (16,975.00)
56		05/29/19	De Anza Ready Mix					\$ 700.38	\$ 40,057.36					\$ (40,757.74)
57		05/29/19	Dudek-investigation of second production well							\$ 2,672.50				\$ (2,672.50)
58		05/29/19	Hidden Valley Pump-ID1 well 8 repairs					\$ 3,086.18						\$ (3,086.18)
59		05/29/19	Pacific Pipe-construction supply line					\$ 498.23						\$ (498.23)
60		05/29/19	Southwest Pump-construction of well 4-9					\$ 104,500.00						\$ (104,500.00)
61		05/29/19	State of California-Fee for Bond cost			\$ 1,396.50								\$ (1,396.50)
62		06/10/19	Deanza Ready Mix-Road base well 4-9					\$ 2,116.53						\$ (2,116.53)
63		06/10/19	Hidden Valley Pump-Step down transformer well 4-9					\$ 8,292.37						\$ (8,292.37)
64	1033	06/10/19	US Bank-Remote office supplies well 4-9					\$ 891.56		\$ 809.51				\$ (1,701.07)
65		06/18/19	BBK-Correspondence to A&R							\$ 127.50				\$ (127.50)
66		06/18/19	Dudek-Costruction management well 4-9					\$ 20,697.01						\$ (20,697.01)
67		06/18/19	One Eleven Services-Construction Mgmt well 4-9					\$ 4,500.00						\$ (4,500.00)
68		07/01/19	Southwest Pump-construction of well 4-9					\$ 543,866.73						\$ (543,866.73)
69		07/03/19	Hidden Valley Pump-Well 5 Manual Transfer Switch					\$ 399.00						\$ (399.00)
70		07/03/19	Pacific Pipe-Fire hydrant extensions										\$ 1,378	\$ (1,377.80)
71		07/08/19	De Anza Ready Mix-Concrete well 12					\$ 658.01						\$ (658.01)
72		07/08/19	De Anza Ready Mix-Concrete well 5					\$ 344.21						\$ (344.21)
73		07/08/19	Hidden Valley Pump-Well 5 pull pump replace bowls/video					\$ 141,472.45						\$ (141,472.45)

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			BOND CIP FUNDS											
2			RECONCILIATION-FY 2019/2021											
3								Well 12-17100/ 4-5 Well upgrades	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	Sewer Inspect Club Cir 17150 La Casa 10117210	Firehydrants 10117160	
4				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
5														
74	1042	07/25/19	BBK-Review A&R contract							\$ 765.00				\$ (765.00)
75		07/25/19	Dudek-Construction Management Well 4-9						\$ 45,827.52					\$ (45,827.52)
76		07/25/19	Pacific Pipe-Fire hydrants										\$ 21,826	\$ (21,825.77)
77	1045	07/25/19	One Eleven Services-Construction Mgmt well 4-9						\$ 1,690.00		\$ 475.00			\$ (2,165.00)
78		07/25/19	Southwest Pump-construction of well 4-9						\$ 67,022.50					\$ (67,022.50)
79		08/12/19	Hack-Chlorine well 4-9						\$ 849.62					\$ (849.62)
80		08/19/19	Dudek-Construction Management Well 4-9						\$ 22,521.09					\$ (22,521.09)
81		08/20/19	Insitu-Transducer rental well 4-9						\$ 454.72					\$ (454.72)
82		08/27/19	BBK-Review A&R Bond							\$ 535.50				\$ (535.50)
83		08/31/20	Returned Parts					\$ (1,947.86)						\$ 1,947.86
84		09/04/19	Insitu-Transducer rental well 4-9						\$ 429.93					\$ (429.93)
85		09/04/19	SDGE-Electrict well 4-9						\$ 1,060.00					\$ (1,060.00)
86		09/04/19	Southwest Pump-construction of well 4-9						\$ 55,029.85					\$ (55,029.85)
87		09/04/19	US Bank Charge card-chlorine well 4-9						\$ 125.93					\$ (125.93)
88		09/09/19	Pacific Pipe-Supplies Double O Pipeline project							\$ 26,476.36				\$ (26,476.36)
89		09/16/19	Terry Robertson-Double O Pipeline replacement							\$ 491,504.35				\$ (491,504.35)
90		09/23/19	Dudek-Construction Management well 4-9						\$ 31,886.86					\$ (31,886.86)
91		09/23/19	Insitu-Transducer rental well 4-9						\$ 74.35					\$ (74.35)
92		09/23/19	Pacific Pipe-Meter boxes lids-Double O project							\$ 4,582.64				\$ (4,582.64)
93		09/30/19	BBK-Review change order A&R							\$ 204.00				\$ (204.00)
94	1061	09/30/19	Dudek-Construction Management Well 4-9								\$ 1,260.00			\$ (1,260.00)
95	1062	10/08/19	Dudek-Construction Management Well 4-9						\$ 4,305.00					\$ (4,305.00)
96	1063	10/08/19	Southwest Pump-construction of well 4-9						\$ 44,548.38					\$ (44,548.38)
97	1064	10/16/19	Dudek-Construction Management Well 4-9						\$ 17,778.75					\$ (17,778.75)
98	1064	10/16/19	Dudek-investigation of second production well								\$ 600.00			\$ (600.00)
99	1065	10/16/19	Pacific Pipe-Well 5 upgrade					\$ 5,553.49						\$ (5,553.49)
100	1066	10/21/19	McCalls Meters-Meters for Pipeline phase 1							\$ 11,636.47				\$ (11,636.47)
101	1067	10/21/19	Pacific Pipeline Supply-Tools/supplies well 5 upgrade					\$ 577.94						\$ (577.94)
102	1068	10/21/19	Jeffrey Smith-Appraisal well #2 site investigation								\$ 1,000.00			\$ (1,000.00)
103	1069	10/29/19	Jerry Rolwing-Well #2 site investigation								\$ 3,750.00			\$ (3,750.00)
104	1070	11/05/19	Brax company-materials well 5					\$ 166.04						\$ (166.04)
105	1071	11/05/19	Manuel Rodrigues-DeAnza concrete-Well 5					\$ 740.72	\$ 710.18					\$ (1,450.90)
106	1072	11/12/19	Downstream-video/clean Club Circle									\$ 92,804.00		\$ (92,804.00)
107	1073	11/18/19	Dudek-Construction Management well 4-9						\$ 360.00					\$ (360.00)
108	1074	11/18/19	Pacific Pipe-Materials for Well 11/Well 16					\$ 12,532.02						\$ (12,532.02)
109	1075	11/18/19	Jerry Rolwing-Well #2 site investigation								\$ 250.00			\$ (250.00)
110	1076	11/16/19	Brax company-ID4-9 electric hook-up						\$ 146,691.66					\$ (146,691.66)
111	1077	11/26/19	Pacific Pipe-Well 11 upgrades					\$ 2,810.62						\$ (2,810.62)
112	1078	12/11/19	Freight Charge					\$ 623.29						\$ (623.29)
113	1079	12/23/19	BBK-real property acquisition-Well #2								\$ 265.50			\$ (265.50)
114	1080	12/20/19	DeAnza Ready mix-Road base Well 4-9						\$ 1,377.22					\$ (1,377.22)
115	1081	12/20/19	Pacific Pipe-Well 16 upgrades					\$ 5,904.65						\$ (5,904.65)
116	1082	12/23/19	Brax-Well repairs					\$ 1,539.07	\$ 270,188.02					\$ (271,727.09)
117	1083	12/27/19	Brax-Work in Well 4-9						\$ 62,963.13					\$ (62,963.13)
118	1084	12/27/19	DeAnzaReady mix-concrete for kicker					\$ 688.42	\$ 553.41					\$ (1,241.83)
119	1085	01/03/20	Best Best & Krieger-Bond work review							\$ 586.50	\$ 62.04		\$ 640	\$ (1,288.54)
120	1086	01/28/20	Automated Water Treatment-chlorinator well4-9						\$ 1,044.75					\$ (1,044.75)
121	1087	01/28/20	David Taussig-Debt reporting costs				\$ 905.00							\$ (905.00)
122	1088	01/28/20	McCalls Meters-Meter for well ID4-9						\$ 3,694.50					\$ (3,694.50)
123	1089	01/28/20	Pacific Pipe-Parts for well 4-9						\$ 11,981.64					\$ (11,981.64)
124	1090	02/10/20	DeAnzaReady mix-concrete for kicker well9						\$ 651.20					\$ (651.20)
125	1091	02/10/20	Grainger-Exhaust Fan Well 9						\$ 359.99					\$ (359.99)
126	1092	02/10/20	Pacific Pipe-Hydrants, Well 9						\$ 1,160.74				\$ 17,742	\$ (18,902.83)
127	1093	02/12/20	Best Best & Krieger								\$ 206.50			\$ (206.50)
128	1094	02/12/20	Jerome C Rowling								\$ 250.00			\$ (250.00)
129	1095	02/25/20	Dynamic Consulting-Phase 1 & 2 Pipeline							\$ 38,140.00				\$ (38,140.00)
130	1096	02/25/20	Pacific Pipe-Hydrants							\$ 3,112.63			\$ 950	\$ (4,062.61)
131	1097	03/09/20	Fredericks Services Inc										\$ 18,965	\$ (18,965.00)
132	1099	03/23/20	Home Depot										\$ 510	\$ (510.17)
133	1098	03/23/20	Best Best & Krieger							\$ 1,206.00	\$ 1,386.50			\$ (2,592.50)
134	1100	03/16/20	Pacific Pipeline - Hydrants										\$ 9,711	\$ (9,711.27)
135	1101	03/23/20	Fredericks Services Inc										\$ 20,324	\$ (20,324.00)
136	1102	03/23/20	Pacific Pipeline Supply - Hydrants										\$ 23,810	\$ (23,809.97)
137	1103	03/23/20	Jerry Rolwing-Well #9 Water Sample						\$ 500.00					\$ (500.00)
138		06/27/10	Pacific Pipeline - Extra parts to Inventory										\$ (379)	\$ 379.47
139	1104	04/07/20	Pacific Pipeline Supply - Hydrants										\$ 12,816	\$ (12,816.43)
140	1105	04/07/20	Terry Robertson-Double O Pipeline replacement + RET							\$ 150,136.65				\$ (150,136.65)
141	1106	04/07/20	US Bank - AC & Awning for Portable Office						\$ 4,377.05					\$ (4,377.05)

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			BOND CIP FUNDS									Sewer Inspect		
2			RECONCILIATION-FY 2019/2021					Well 12-17100/ 4-5 Well upgrades 10117140	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	Club Cir 17150 La Casa 10117210	Firehydrants 10117160	
3				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
4														
5														
142	1107	04/13/20	DeAnza Ready Mix - Concrete for Hydrants										\$ 597	\$ (596.74)
143	1108	04/13/20	Home Depot										\$ 2,124	\$ (2,124.37)
144	1109	04/13/20	Fredericks Services Inc										\$ 25,395	\$ (25,395.00)
145	1110	04/21/20	Pacific Pipeline Supply										\$ 27,709	\$ (27,708.72)
146	1111	04/28/20	Dudek								\$ 2,385.00			\$ (2,385.00)
147	1112	04/28/20	Fredericks Services Inc										\$ 24,399	\$ (24,399.00)
148	1113	05/05/20	Borrego Landfill										\$ 177	\$ (176.65)
149	1114	05/05/20	Pacific Pipeline Supply										\$ 28,324	\$ (28,324.07)
150	1115	05/12/20	DeAnza Ready Mix										\$ 1,302	\$ (1,302.38)
151	1116	05/12/20	Home Depot										\$ 877	\$ (877.33)
152	1117	05/19/20	Fredericks Services Inc										\$ 25,379	\$ (25,379.00)
153	1118	05/19/20	Pacific Pipeline Supply										\$ 1,164	\$ (1,163.76)
154	1119	05/26/20	BBK								\$ 4,484.50			\$ (4,484.50)
155	1120	05/26/20	Dudek								\$ 2,690.00			\$ (2,690.00)
156	1121	06/04/20	Aggregate Products Inc. - Asphalt										\$ 996	\$ (995.62)
157	1122	06/04/20	Borrego Landfill										\$ 206	\$ (205.61)
158	1123	06/04/20	Brax Company - Underground electric & Panels					\$ 60,000.00						\$ (60,000.00)
159	1124	06/04/20	Fredericks Services Inc										\$ 25,457	\$ (25,457.00)
160	1125	06/04/20	Pacific Pipeline										\$ 31,956	\$ (31,955.72)
161	1126	06/09/20	DeAnza Ready Mix										\$ 597	\$ (596.74)
162	1127	06/09/20	Home Depot										\$ 879	\$ (878.96)
163	1128	06/09/20	Pacific Trans Environmental										\$ 605	\$ (604.95)
164	1129	06/18/20	Fredericks Services Inc										\$ 10,244	\$ (10,244.00)
165	1130	06/22/20	Downstream-Video manhole #8 to #4 by La Casa									\$ 2,680		\$ (2,680.00)
166	1131	06/22/20	Fredericks Services Inc										\$ 26,697	\$ (26,697.00)
167	1132	07/07/20	Home Depot						\$ 1,944					\$ (1,944.11)
168	1133	07/14/20	Brax Company, Inc.					\$ 110,809						\$ (110,808.81)
169	1134	07/14/20	De Anza Ready Mix										\$ 353	\$ (352.83)
170	1135	07/14/20	Dudek								\$ 2,100			\$ (2,100.00)
171	1136	07/14/20	Pacific Pipeline										\$ 25,139	\$ (25,138.57)
172	1137	07/16/20	Brax Company, Inc.					\$ 1,000						\$ (1,000.00)
173	1138	07/16/20	Fredericks Services Inc										\$ 27,464	\$ (27,464.00)
174	1139	07/28/20	Dudek						\$ 1,648		\$ 2,833			\$ (4,480.00)
175	1140	08/10/20	De Anza Ready Mix										\$ 353	\$ (352.83)
176	1141	08/10/20	Downstream Services									\$ 20,569		\$ (20,569.44)
177	1142	08/10/20	Home Depot						\$ 1,152				\$ 693	\$ (1,844.91)
178	1143	08/10/20	Pacific Pipeline					\$ 113					\$ 30,019	\$ (30,131.34)
179	1144	08/17/20	Downstream Services									\$ 4,008		\$ (4,008.00)
180	1145	08/17/20	Fredericks Services Inc										\$ 36,917	\$ (36,917.00)
181	1146	08/25/20	Dudek								\$ 6,547			\$ (6,547.35)
182	1147	08/25/20	Pacific Pipeline										\$ 3,271	\$ (3,270.58)
183	1148	08/25/20	Fredericks Services Inc										\$ 6,152	\$ (6,152.00)
184	1149	09/08/20	Pacific Pipeline Supply, Inc.										\$ 600	\$ (599.95)
185	1150	09/14/20	Fredericks Services Inc										\$ 29,559	\$ (29,559.00)
186	1151	09/14/20	Landmark Consultants, Inc							\$ 7,916				\$ (7,916.40)
187	1152	09/14/20	Pacific Pipeline Supply, Inc.							\$ 31			\$ 219	\$ (249.36)
188	1153	09/21/20	Dudek								\$ 6,816			\$ (6,816.18)
189	1154	09/21/20	McCalls Meters, Inc							\$ 2,687				\$ (2,687.29)
190	1155	09/21/20	Pacific Pipeline Supply, Inc.							\$ 6,896				\$ (6,895.73)
191	1156	09/21/20	Rove Engineering							\$ 142,653				\$ (142,653.00)
192	1157	09/29/20	Downstream Services									\$ 11,539		\$ (11,539.26)
193	1158	09/29/20	Joe's Paving										\$ 7,555	\$ (7,555.18)
194	1159	09/29/20	Landmark Consultants, Inc							\$ 7,517				\$ (7,516.80)
195	1160	10/13/20	Downstream Services								\$ 2,980			\$ (2,980.00)
196	1161	10/13/20	Landmark Consultants, Inc							\$ 4,180				\$ (4,180.00)
197	1162	10/13/20	Pacific Pipeline							\$ 2,613				\$ (2,612.77)
198	1163	10/20/20	County of SD Public Works							\$ 4,887				\$ (4,887.00)
199	1164	10/20/20	DeAnza Ready Mix										\$ 298	\$ (298.00)
200	1165	10/20/20	Dudek								\$ 7,184			\$ (7,184.00)
201	1166	10/22/20	Downstream Services									\$ 4,008		\$ (4,008.00)
202	1167	10/27/20	A-1 Irrigation							\$ 165				\$ (164.61)
203	1168	10/27/20	DeAnza Ready Mix					\$ 2,793						\$ (2,793.09)
204	1169	10/27/20	Landmark Consultants, Inc							\$ 4,439				\$ (4,438.80)
205	1170	11/05/20	Brax Company					\$ 11,769						\$ (11,768.96)
206	1171	11/05/20	Pacific Pipeline					\$ 1,793		\$ 2,956			\$ (697)	\$ (4,052.28)
207	1172	11/05/20	Pacific Trans Environmental										\$ 3,308	\$ (3,307.80)
208	1173	11/09/20	Brax Company					\$ 682						\$ (681.84)
209	1174	11/09/20	Downstream Services									\$ 2,783		\$ (2,782.50)

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1														
2			BOND CIP FUNDS									Sewer Inspect		
3			RECONCILIATION-FY 2019/2021									Club Cir 17150	Firehydrants	
4								Well 12-17100/ 4-5 Well upgrades 10117140	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	La Casa 10117210	10117160	
5				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
210	1175	11/13/20	SD County							\$ 3,258				\$ (3,258.00)
211	1176	11/13/20	Downstream Services									\$ 12,258		\$ (12,258.00)
212	1177	11/30/20	Dudek								\$ 10,698			\$ (10,697.50)
213	1178	11/30/20	Landmark Consultants, Inc							\$ 3,072				\$ (3,072.00)
214	1179	11/30/20	McCalls Meters							\$ 1,510				\$ (1,509.58)
215	1180	11/30/20	Pacific Pipeline							\$ 620				\$ (619.68)
216	1181	11/30/20	Rove Engineering							\$ 262,712				\$ (262,712.00)
217	1182	12/07/21	Pacific Pipeline Supply							\$ 357				\$ (356.87)
218	1183	12/15/21	SD County							\$ 398				\$ (398.20)
219	1184	01/11/21	Home Depot							\$ 469				\$ (469.46)
220	1185	01/11/21	Pacific Pipeline							\$ 307				\$ (307.09)
221	1186	01/12/21	SD County							\$ 453				\$ (452.50)
222	1187	01/12/21	Dynamic Consulting - Pipeline I							\$ 23,110				\$ (23,110.00)
223	1188	02/02/21	Fredericks Services Inc									\$ 19,490		\$ (19,490.00)
224	1189	02/09/21	Best Best & Kreiger - Legal								\$ 472			\$ (472.00)
225	4490	02/10/21	VOID											\$ -
226	1192	02/17/21	Dudek							\$ 4,320				\$ (4,320.00)
227	1192	02/24/21	Chicago Title - Escrow							\$ 75,000				\$ (75,000.00)
228	1193	03/09/21	Ramona Disposal									\$ 832		\$ (832.00)
229	1194	03/24/21	Dudek								\$ 1,005			\$ (1,005.00)
230	1195	03/24/21	Dynamic Consulting Engineers									\$ 1,100		\$ (1,100.00)
231	1196	03/24/21	Fredericks Services Inc									\$ 143,722		\$ (143,721.94)
232	1197	04/04/21	Pacific Pipeline							\$ 347				\$ (347.38)
233	1198	04/14/21	Best Best Kreiger								\$ 758			\$ (757.50)
234	1199	04/20/21	Dudek								\$ 3,548			\$ (3,548.40)
235	1200	04/20/21	Pacific Pipeline							\$ 649				\$ (649.41)
236	1201	04/27/21	Fredericks Services Inc									\$ 81,323		\$ (81,322.85)
239			BOND FUND BALANCE	\$ 5,517,293	\$ -	\$ 147,390	\$ 905	\$ 853,096	\$ 1,608,927	\$ 1,291,603	\$ 173,307	\$ 400,096	\$ 534,577	\$ 507,391
242														
243										4/30/2021	MMA			\$ 594,471
244										4/30/2021	Checking			\$ 183,854
245										4/30/2021	Total Bond funds Balance			\$ 778,325

Borrego Water District  
Groundwater Management Expenses  
FYE 2021



Month	(54810) BBK <u>Stipulated</u>	Legal BBK/JT <u>GWM</u>	Watermaster <u>BWD Staff</u>	DUDEK	Wendy Quinn Minutes	Meter Testing	Staff Allocation	Misc.	Jerry Consulting	G/LTotal
July 2020	16,175.77	7,611.00	3,900.54				7,801.08	9.99	125.00	35,623.38
Aug 2020	31,872.40	1,684.95		18,001.25	62.50		3,852.30	9.99		55,483.39
Sept 2020	23,410.10		1,198.00			2,025.00	600.00	9.99		27,243.09
Oct 2020	39,471.76		153.33	43,754.76				9.99		83,389.84
Nov 2020	79,653.35			2,476.25				9.99	1,125.00	83,264.59
Dec 2020	19,962.74	914.50	880.32	1,171.25			560.00	9.99		23,498.80
Jan 2021	16,592.51		1,121.00					9.99		17,723.50
Feb 2021	43,040.55	29.50						9.99		43,080.04
Mar 2021	46,788.82	147.50	480.00	8,276.09				3,970.92		59,663.33
April 2021	21,082.92									21,082.92
<b>Total</b>	<b>338,050.92</b>	<b>10,387.45</b>	<b>7,733.19</b>	<b>73,679.60</b>	<b>62.50</b>	<b>2,025.00</b>	<b>12,813.38</b>	<b>4,050.84</b>	<b>1,250.00</b>	<b>450,052.88</b>

IV.B  
Water and Wastewater Operations Report:  
April 2021



# **BORREGO WATER DISTRICT**

**APRIL 2021**

## **WASTEWATER OPERATIONS REPORT**

There's no know problems with wastewater system at the moment:

**Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):**

**Average flow:** 77867 (gallons per day)

**Peak flow:** 106000 gpd TUESDAY, APRIL 8- 2021



## BORREGO WATER DISTRICT

RAMS HILL WASTEWATER TREATMENT FACILITY

4861 Borrego Springs Rd, BORREGO SPRINGS, CA 92004  
(760) 767-5806 FAX (760) 767-5994

05/07/2021

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD – REGION 7  
73-720 FRED WARING DR. SUITE 100  
PALM DESERT, CA. 92260

Attn: Adriana Godinez/WRCE

RE: APRIL 2021 Borrego Springs WWTP

Dear Adriana,

Please find attached the APRIL 2021 monthly monitoring reports results for Borrego springs district WWTP.

We are pleased to inform you that there's no known violations for this month.

If you have any questions please contact ROGELIO MARTINEZ/WT-III. (760)419-2764.

Respectfully,

Rogelio Martinez/ water plant operator III

CC: Geoff Poole/GM

# **MONTHLY REPORT: R.H.W.T.F**

**MONTH: APRIL**

**YEAR: 2021**

BORREGO WATER DISTRICT,  
RAMS HILL WASTEWATER TREATMENT FACILITY,  
4861 BORREGO SPRINGS ROAD,  
BORREGO SPRINGS, CA 92004  
760-767-5806; phone  
760-767-5994; fax

COMMENTS: THERE ARE NO SPILLS TO REPORT FOR APRIL 2021; THE FLOW REPORT IS ATTACHED.

Submitted by: ROGELIO MARTINEZ/BWD TO: GEOFF POOLE/BWD;  
Date:05/07/2021

APR 2021	INFLUENT DAILY FLOW GAL.	TOTAL FLOW GAL.
1	82000 GAL	50647000 GAL
2	86000 GAL	50734000 GAL
3	95000 GAL	50829000 GAL
4	89000 GAL	50918000 GAL
5	72000 GAL	50990000 GAL
6	76000 GAL	51066000 GAL
7	81000 GAL	51147000 GAL
8	106000 GAL	51253000 GAL
9	93000 GAL	51346000 GAL
10	96000 GAL	51442000 GAL
11	89000 GAL	51531000 GAL
12	75000 GAL	51606000 GAL
13	72000 GAL	51678000 GAL
14	72000 GAL	51750000 GAL
15	76000 GAL	51826000 GAL
16	83000 GAL	51909000 GAL
17	89000 GAL	51998000 GAL
18	88000 GAL	52086000 GAL
19	66000 GAL	52152000 GAL
20	60000 GAL	52212000 GAL
21	60000 GAL	52272000 GAL
22	63000 GAL	52335000 GAL
23	77000 GAL	52412000 GAL
24	80000 GAL	52492000 GAL
25	82000 GAL	52574000 GAL
26	64000 GAL	52638000 GAL
27	62000 GAL	52700000 GAL
28	60000 GAL	52760000 GAL
29	61000 GAL	52821000 GAL
30	81000 GAL	52903000 GAL

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001  
ORDEF NO.: R7-2019-0015

**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF**

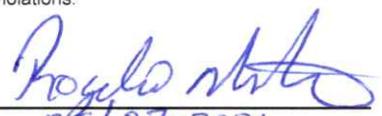
MONTH: APRIL  
YEAR: 2021

REPORTING FREQUENCIES: MONTHLY

APRIL

TYPE OF SAMPLE:	INFLUENT			PONDS		
	Flow	BOD	TSS	DO	pH	Freeboard
CONSTITUENTS:	Flow	BOD	TSS	DO	pH	Freeboard
FREQUENCY:	Daily	Monthly	Monthly	Twice Monthly	Twice Monthly	Twice Monthly
DESCRIPTION:	Measurement	Grab	Grab	Grab	Grab	Measurement
UNITS:	gpd	mg/L	mg/L	mg/L	s.u.	ft
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE	APRIL					
1	82000					
2	86000					
3	95000					
4	89000					
5	72000					
6	76000	80	54	6.27	8.78	3.5
7	81000					
8	106000					
9	93000					
10	96000					
11	89000					
12	75000					
13	72000					
14	72000					
15	76000					
16	83000					
17	89000					
18	88000					
19	66000					
20	60000			6.04	9.06	3.5
21	60000					
22	63000					
23	77000					
24	80000					
25	82000					
26	64000					
27	62000					
28	60000					
29	61000					
30	81000					
31						
<b>30-DAY MEAN</b>	<b>77867</b>	<b>80</b>	<b>54</b>	<b>6.16</b>	<b>8.92</b>	<b>3.5</b>
<b>MAXIMUM</b>	<b>106000</b>	<b>80</b>	<b>54</b>	<b>6.27</b>	<b>9.06</b>	<b>3.5</b>
<b>MINIMUM</b>	<b>60000</b>	<b>80</b>	<b>54</b>	<b>6.04</b>	<b>8.78</b>	<b>3.5</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 05/07-2021

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: **7A 37 0125 001**  
ORDER NO.: **R7- 2019-0015**

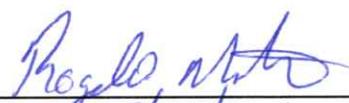
**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: APRIL  
YEAR: 2021**

REPORTING FREQUENCY **MONTHLY**

APRIL

TYPE OF SAMPLE:	EFFLUENT					
CONSTITUENTS:	BOD	TSS	SS	T. Nitrogen	TDS	pH
FREQUENCY:	Twice Monthly					
DESCRIPTION:	Grab	Grab	Grab	Grab	Grab	Grab
UNITS:	mg/L	mg/L	ml/L	mg/L	ml/L	mg/L
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4						
5						
6	10	4.0	0.0	9.2	540	8.92
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	0.0	4.0	0.0	5.4	520	9.41
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>30-DAY MEAN</b>	<b>5.0</b>	<b>4.0</b>	<b>0.0</b>	<b>7.3</b>	<b>530</b>	<b>9.17</b>
<b>MAXIMUM</b>	<b>10.0</b>	<b>4.0</b>	<b>0.0</b>	<b>9.2</b>	<b>540</b>	<b>9.41</b>
<b>MINIMUM</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>5.4</b>	<b>520</b>	<b>8.92</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

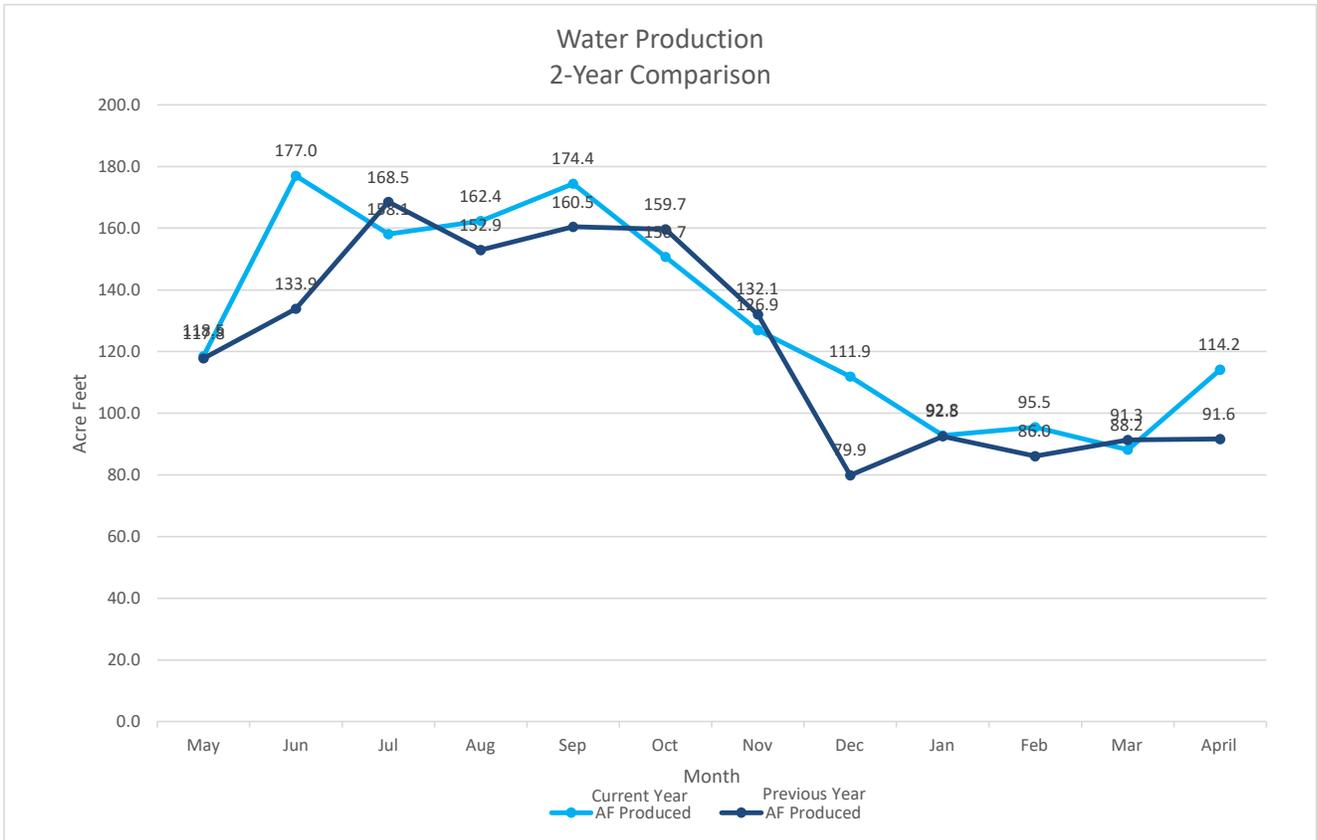
Signature:   
Date: 05/07/2021

IV.C  
Water Production/Use Records:  
April 2021



# BORREGO WATER DISTRICT

## WATER PRODUCTION SUMMARY APRIL 2021



### Past 12 months Production vs. Sales

	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21
AF Used	110.4	162.5	139.2	145.6	160.4	136.0	119.3	103.2	85.5	83.3	78.1	99.9
AF Produced	118.5	177.0	158.1	162.4	174.4	150.7	126.9	111.9	92.8	95.5	88.2	114.2
% Non Rev.	6.8%	8.2%	12.0%	10.3%	8.1%	9.8%	6.0%	7.8%	7.9%	12.8%	11.5%	12.5%

### Previous 12 Months Production vs. Sales

	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20
AF Used	107.7	129.7	159.7	148.7	150.0	153.2	121.7	72.6	86.5	82.0	85.3	83.4
AF Produced	117.8	133.9	168.5	152.9	160.5	159.7	132.1	79.9	92.5	86.0	91.3	91.6
% Non Rev.	8.5%	3.1%	5.3%	2.8%	6.5%	4.0%	7.8%	9.2%	6.5%	4.7%	6.6%	9.0%

### Non Revenue Water Summary

Apr-21	12.5%
Avg. Past 12 Mos.	9.5%
Avg. Past 24 Mos.	7.6%