



# Agenda

## San Miguel Community Services District

### BOARD OF DIRECTORS

Anthony Kalvans, President  
John Green, Director

Gib Buckman, Director

Larry Reuck, Vice President  
Joseph Parent, Director

**THURSDAY, August 31<sup>st</sup>, 2017**  
**6:00 P.M.**

### BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**SMCSD Boardroom**  
**1150 Mission St.**  
**San Miguel, CA 93451**

**Cell Phones:** As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

**Americans with Disabilities Act:** If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

**Public Comment:** Please complete a “Request to Speak” form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under “Oral Communications.” Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a “Request to Speak” form as noted above and mark which item number you wish to address.

**Meeting Schedule:** Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Agendas:** Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. Call to Order: 6:00 PM**
- II. Pledge of Allegiance:**
- III. Roll Call:**
- IV. Adoption Regular Meeting Agenda**
- V. Public Comment and Communications (for items not on the agenda):**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

**VI. ADJOURN TO CLOSED SESSION:**

**A. CLOSED SESSION AGENDA:**

**1. CONFERENCE WITH LABOR AGREEMENT NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: District General Counsel, President Kalvans and Director Green

Unrepresented Bargaining Units: Non-Management Non-Confidential unit and the Non-Management Confidential unit

Title: Memorandum of Understanding Negotiations with the unrepresented bargaining units

**2. CONFERENCE WITH DISTRICT GENERAL COUNSEL**

Anticipated Litigation Pursuant to Government Code Section 54956.7 (2) (d) (1 case)

Title: District General Counsel

**B. RECONVENE TO OPEN SESSION**

**C. REPORT OUT OF CLOSED SESSION**

- 1. Report out of Closed Session by District General Counsel

**VII. Call to Order for Regular Board Meeting (estimated to be 7:00 pm)**

**VIII. Public Comment and Communications:**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

**IX. Staff & Committee Reports – Receive & File:**

**Non-District Reports:**

- |   |                 |
|---|-----------------|
| 1. San Luis Obispo County Sheriff                         | No Report       |
| 2. San Luis Obispo County Board of Supervisors            | No Report       |
| 3. San Luis Obispo County Planning and/or Public Works    | No Report       |
| 4. San Miguel Area Advisory Council                       | No Report       |
| 5. Camp Roberts—Army National Guard (Col. Nicole Balliet) | Report Attached |

**District Staff & Committee Reports:**

6.	Interim General Manager	(Mr. Roberson)	Verbal
7.	District General Counsel	(Mr. White)	Verbal
8.	District Engineer	(Dr. Reely)	Report Attached
9.	Director of Utilities	(Mr Dodds)	Verbal
10.	Fire Chief	(Chief Roberson)	Report Attached
11.	Bookkeeper	(Mrs. Freeman/Roberson)	Verbal

**X. CONSENT ITEMS:**

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

1. Review, Receive and File the Enumeration of Claims Report for July 2017
  - 1) Claims Detail Report 7-2017
  - 2) Statement of Revenue Budget vs Actuals 7-2017
2. Review and Confirm Interim General Manager’s appointment for Account Clerk I

**XI. BOARD ACTION ITEMS:**

1. **Review proposed Amendments to the FY 2017-18 Operational and Capital Budgets and approve RESOLUTION No 2017-44 adopting amendments to the budget**

**RECOMMENDATION:** Review proposed Amendments to the FY 2017-18 Operational and Capital Budgets and approve **RESOLUTION No 2017-44** adopting the proposed budget Amendments

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

2. **Review and Discuss Status Report on Connection Fees, Fire Impact Fees and OES reimbursement funds**

**RECOMMENDATION:** Review and Discuss restricted fund

**Public Comments:** (Hear public comments prior to Board Action)

3. **Review and approve RESOLUTION 2017-45 authorizing the Interim General Manager to issue notice of contract award and execute an agreement with Whitaker Construction for construction of the SLT Arsenic Blending Line (a CDBG project) to in the amount of \$156,295.00.**

**RECOMMENDATION:** Review and approve Resolution 2017-45 award authorizing the Interim General Manager to issue notice of contract award and execute an agreement with Whitaker Construction for construction of the SLT Arsenic Blending Line (a CDBG project) to in the amount of \$156,295.00.

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

4. **Review and approve RESOLUTION 2017-46 authorizing the Director of Utilities to purchase two utility trucks, one for the Fire Department not to exceed \$46,000 paid from Fire Impact fees and one for Utilities not to exceed \$70,000 to be paid from water and wastewater Capital Reserves. (Dodds)**

**RECOMMENDATION:** Approve RESOLUTION 2017-46 authorizing the Director of Utilities to purchase two utility trucks, one for the Fire Department not to exceed \$46,000 paid from Fire Impact Fees and one for Utilities not to exceed \$70,000 to be paid from Water and wastewater Capital Reserves. (Dodds)

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

5. **Review and approve resolution 2017-43 approving a contract with Mike Roach Electric for the installation of a standby generator and transfer switch at the fire station at a cost not to exceed \$25,629 to be paid from Fire impact fees, Water and Wastewater capital reserves (Dodds)**

**RECOMMENDATION:** Approve Resolution 2017-43 authorizing the Director of Utilities to enter into a contract with Mike Roach Electric for the installation of a standby generator and transfer switch at the Fire Station at a cost not to exceed \$25,629 to be paid from Fire impact fees, Water and Wastewater capital reserves

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

6. **Review and Discuss Street Lighting with in the San Miguel District boundaries**

**RECOMMENDATION:** Discuss provide direction regarding Street Lights within the San Miguel C.S.D boundaries

**Public Comments:** (Hear public comments prior to Board Action)

**7. Review and discuss of the proposed San Miguel Community Services District Board Members' Handbook, By-Laws**

**RECOMMENDATION:** Review and discuss the proposed San Miguel Community Services District Board Members' Handbook.

**Public Comments:** (Hear public comments prior to Board Action)

**8. Discussion on Board member conduct and authority to act on behalf of entire Board of Directors**

**RECOMMENDATION:** Discussion on Board member conduct and authority to act on behalf of entire Board of Directors

**Public Comments:** (Hear public comments prior to Board Action)

**9. Review and Discussion on Ipad Pro use by Directors**

**RECOMMENDATION:** Review and Discuss past and future use of District use of Ipad Pro by Directors, and give staff direction on how to proceed.

**Public Comments:** (Hear public comments prior to Board Action)

**XII. BOARD COMMENT:**

This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

**XIII. ADJOURNMENT**

**Time:** \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) ss.  
COMMUNITY OF SAN MIGUEL )

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSD office on August 25, 2017

Date: Aug 25, 2017

\_\_\_\_\_  
Tamara Parent, Board Clerk/ Accounts Manager

**Next Scheduled Regular Board Meeting is September 28<sup>th</sup>, 2017**

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## Camp Roberts August Report to the San Miguel Community Services District

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The Camp Roberts population will be decreasing in the latter part of August and the month of September.

With the decrease in troop density, San Miguel residents will see a decrease of traffic on Highway 101 as military vehicles transporting troops and equipment will be returning to their home stations for additional training.

The decrease in Soldiers may be noticed by the local vendors and food establishments in San Miguel as business may decrease in those establishments frequented by Soldiers.

At this time, Camp Roberts does not have a controlled burn planned but Soldiers are continuing to use ranges and training areas which could result in small fires on the installation. Our Fire Department is prepared and will respond as required.

Air operations should remain at a steady state with aircraft flying into Camp Roberts from both Northern and Southern California as well as the valley.



## MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406  
(805) 476-6168 [www.monsoonconsultants.com](http://www.monsoonconsultants.com)

### **SAN MIGUEL COMMUNITY SERVICES DISTRICT**

Rob Roberson, Interim General Manager  
Post Office Box 180  
San Miguel, CA 93451  
(805) 467-3300

### **BOARD OF DIRECTORS**

Anthony Kalvans, President  
Larry Reuck, Vice President  
John Green  
Gib Buckman  
Joseph Parent

### **Re: DISTRICT ENGINEER REPORT - AUGUST 2017**

Gentlemen:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

### **OVERVIEW**

The District produced approximately 10.8 MGAL (14,489 CCF) of water during the month of July 2017. This represents an increase of 10% from the prior month. This represents the largest volume of water produced by the District in the previous 2-years. No major failures or unexpected major expenditures were encountered within the water, wastewater, or street lighting systems during the month.

### **MEETING PARTICIPATION**

A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCSD staff are not included):

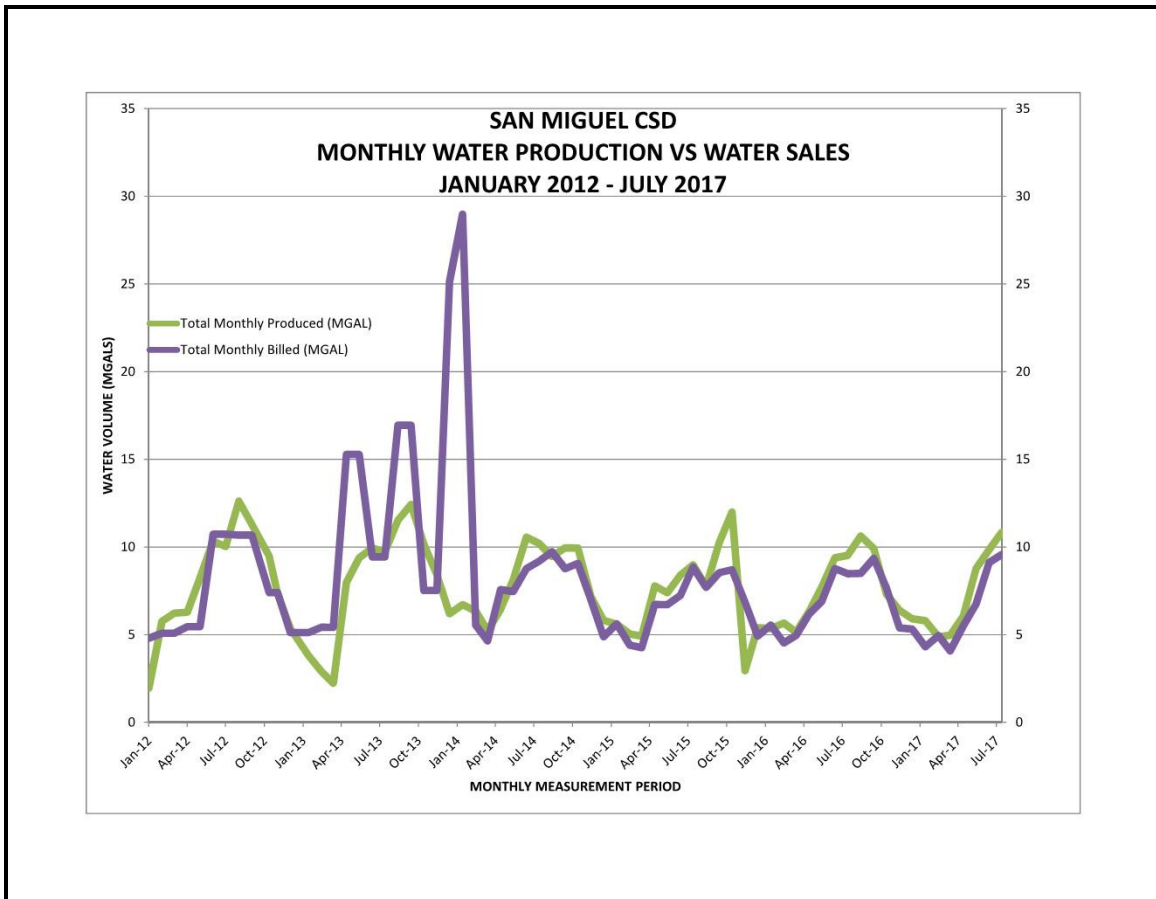
1. August 4, 2017: The DE attended a meeting of a sub-committee of the Paso Robles Groundwater Basin SGMA Implementation –Eligible GSA Entity Working Group to discuss the scope of work to be proposed in an application for grant funding under the DWR PROP 1 Sustainable Groundwater Planning Grant Program.
2. August 8, 2017: The DE attended the Bid Opening for the SLT AS Blending Line project.

**CIVIL ENGINEERING / HYDROLOGY**

3. August 9, 2017: The DE attended a meeting at the law offices of Best Best & Krieger in Los Angeles regarding the Steinbeck Litigation Joint Defense Technical Meeting.
4. August 15, 2017: The DE attended the WWTP Aerator Project Kick-off Meeting Agenda. Participants included District staff, SLO County Energy Program staff and consultants from WSC.
5. August 17, 2017: The DE participated in an interview of three (3) pre-qualified consultants as part of the sub-committee of the Paso Robles Groundwater Basin SGMA Implementation –Eligible GSA Entity Working Group. The interviews resulted in the selection of a consultant to prepare an application for grant funding under the DWR PROP 1 Sustainable Groundwater Planning Grant Program.

**24-MONTH WATER PRODUCTION HISTORY**

The following graph depicts the water production and sales for the proceeding 24-months.

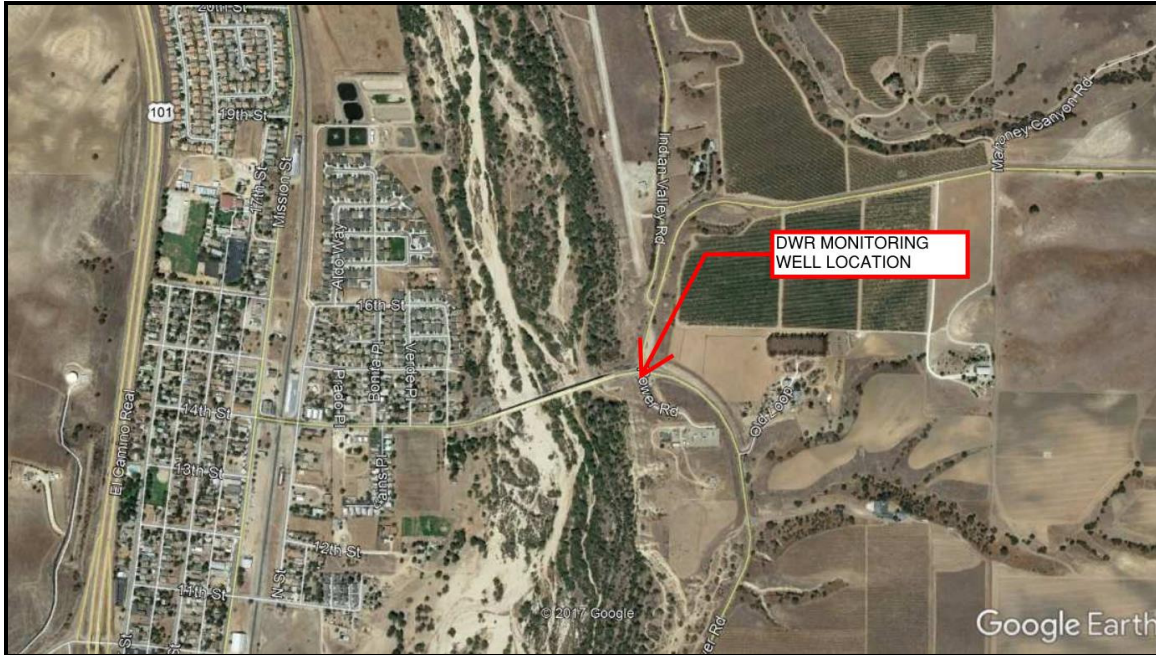


**PASO ROBLES GW BASIN WATER LEVEL TRENDS**

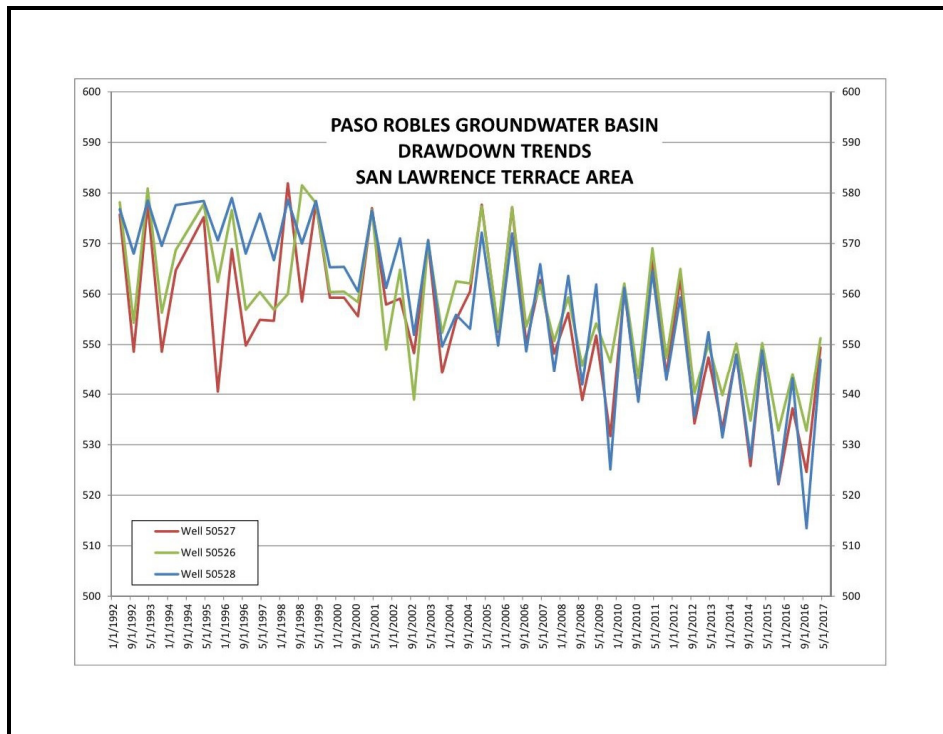
The following graph depicts the historic trends in the groundwater levels within the Paso Robles Groundwater Basin in the vicinity of the District. The cluster of monitoring wells



from which the data is taken is located at the intersection of River Road and Power Road, on the east side of the Salinas River. A Location Map is presented below:



A graphical depiction of the trends in drawdown in the three (3) well cluster is presented below. The period of record is from April 1992 through April 2017. Water levels are measured by SLO County each April and October. Based on a review of the historic data it appears that there is generally an increase in the groundwater table elevation after the winter rainy season, with the magnitude of recovery ranging from 10 – 30 feet. It is also evident that there is a long term declining trend in the groundwater table over the period of record.



## **CAPITAL IMPROVEMENT PROGRAM**

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. San Lawrence Terrace Arsenic Blending Pipeline & Tank Improvements: On August 8, 2017, two (2) bids were received with the lowest qualified bidder being Whitaker Construction Group, Inc. with a total bid of \$156,295. The next lowest bid (and only other bid) was submitted Brough Construction, Inc. for a total bid price of \$167,350. The DE has reviewed and tabulated the bids and determined that Whitaker Construction Group, Inc. has met the requirements of the bidding documents and is qualified to perform the required work. A staff report will be provided to the Board of Directors under a separate agenda item with additional information.
2. San Miguel Park / "L" Street Improvements: The County's contractor (G Sosa Construction), continues to make progress. The widening of "L" Street is complete and open. "K" Street has been permanently closed at the park. The District Utility staff has completed the replacement of approximately 500-LF of existing 6" C.I. water main replacement within "K" Street in the area of the park. The new waterline will be tied into the existing distribution system when utility staff schedule permits.
3. Waterline Replacement on 11th Street & UPRR and 10th Street & Mission: The DE is in the process of preparing plans, specifications, bidding documents and UPRR/Caltrans ROW encroachment permit applications for this project. The plans are approximately 60% complete.
4. Water / Wastewater System Master Plan Updates: The DE has initiated the process of updating the Water and Wastewater System Master Plans. The DE is planning to complete the Final Draft of the Master Plan updates and have those available for review by District Staff prior to the September Board meeting.

## **DEVELOPMENT**

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The contractor continues the installation of the underground utilities. The majority of the sanitary sewer collection system has been installed and the contractor has initiated the installation of the water distribution system.
- b) People's Self Help (Tract 2710). This is a 24 Lot residential subdivision. Construction of water and sewer lines have been completed, tested and passed inspection. Homes are now under construction and they will be building in groups of 8 at once. The District is providing lateral inspections as needed. To date, more than 50% of the planned homes have been framed.
- c) 972 K Street/Commercial (Dollar General Store). The site improvements and building construction is complete and the store is now open for business.
- d) Tract 2779 (Nino - 34 lots) – The plans and construction documents have been reviewed and approved by the District. The project is now awaiting final approval

by the County. Based on conversations with the developers engineer, it is anticipated that site development for this project will begin in the Fall – Winter 2017

**GROUNDWATER SUSTAINABILITY AGENCY**

The Final MOA has now been approved by all parties, including:

- San Miguel CSD
- County of San Luis Obispo
- City of Paso Robles
- Heritage Ranch CSD
- Shandon-San Juan Water District (SSJWD)

The Estrella-El Pomar-Creston Water District (EPCWD) may become a party to the MOA, pending their formation later this year and the concurrence of the County to transfer a portion of their GSA area to them. A portion of the GSA area that the EPCWD intends to include in their GSA includes an area that our District has expressed interest in adding to our GSA. We have initiated dialogue with the County regarding this matter.

The MOA is intended to be used by the eligible agencies for establishing a committee that develops and coordinates a single GSP that is to be adopted by each eligible GSA agency, then submitted for DWR approval. This MOA may also serve as the basis for continued cooperation among the Parties in the management of the Basin during the period between adoption of the GSP and approval by DWR. This MOA, once fully executed, will automatically sunset upon DWR’s approval of the GSP for the Basin in 2020. In 2020, there would be another agreement or some other means adopted by each eligible agency and collectively for continued groundwater management activities.

The provisions of the MOA require that on all matters considered by the Cooperative Committee, the vote of each member shall be weighted in accordance with the percentages set forth below. Until the EPCWD becomes a Party to the MOA and appoints a member and alternate member, the EPCWD percentage shall be added to the County percentage such that the County’s total percentage is 61 percent. The weighted allocation percentages were generally established based on the estimated groundwater use within the GSA boundary of each Party.

City of Paso Robles Member	15%
SMCSD Member	3%
HRCSD Member	1%
SSJWD Member	20%
SLO County Member	61%

The DE participated in a sub-committee of the GSA Working Group to solicit proposals from qualified consultants to prepare an application for Grant Funding from the DWR regarding their Sustainability Groundwater Planning Grant Program which offers GSA’s grant funding to assist with the GSP development. Proposals / Presentations from three (3) firms were considered at a meeting held on August 17, 2017. Representatives from the County, SSJWD, EPCWD and the DE served as the selection committee. Presentations from Dudek, Hydrometrics/ GSI, and RMC, a Woodard & Curran Company were considered. Based on the consensus of the interviewers, the Hydrometrics / GSI was selected as the most qualified firm to prepare the GSP grant application. The total Hydrometrics / GSI fee estimate to prepare the application is \$34,

478. The District's share of this cost is estimated to be \$1,034.34 (3% of the total). Given the very tight schedule for grant application submittal, which is in October 2017, the GSA Working Group agreed that the consultant will be retained by the SSJWD and each of the parties to the MOA will contribute their prorated share after being invoiced by the SSJWD.

**STAFFING / RECRUITING**

The District is currently advertising for a water / wastewater operator. To date, we have received 2 inquiries.

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,

**MONSOON CONSULTANTS**

*Blaine T. Reely*

Blaine T. Reely, Ph.D., P.E.  
President, Monsoon Consultants

August 24, 2017  
Date





## Equipment:

- 8668 Back in service \$ 2300 New pump for the skid mount
- Exhaust pipe on 8687 is rubbing the transmission case and will need to be fixed.

## Activities:

### July

<u>Date</u>	<u>Subject matter</u>
4	4th of July Coverage
11	Medical Heat Related Injuries, Patient Assessment
18	RIC Team Ops
25	Association Meeting

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
	Cleanup	0800-1200
	July 4 <sup>th</sup> coverage	

### August

<u>Date</u>	<u>Subject matter</u>
1	ICS Operations / Fire Response
8	Engine Company Operations, Structure Fire Scene set up
15	Ladder Operations
22	Association Meeting
29	No Drill

## Information:

### SRA Fire Prevention Fee


On 7/17/17 AB 398 was passed by the legislature that stopped the collection of the SRA Fee for fire prevention. This bill stops the collection of the Fee and will repeal it in 2031. There will be no refunds for those who have paid their fees already this year.

### Prepared By:

*Rob Roberson*

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**Rob Roberson, Fire Chief**

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL		
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	
Structure Fires	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Veg. Fires	0	0	0	0	0	0	1	1	1	5	1	6	0	5	0	0	0	0	0	0	0	0	0	0	0	3	17
Vehicle Fires	0	0	1	0	0	1	0	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	5
Misc. Fires	2	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5	0
Illegal Burning	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Vehicle Accidents	1	2	2	2	0	3	2	1	0	2	1	3	0	3	0	0	0	0	0	0	0	0	0	0	0	6	18
False Alarms	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	2
Hazardous Condition	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standby	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	0
Pub.Svc.Asst.	0	0	3	0	0	1	0	1	5	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	12	2
Medical Aids	9	2	16	8	6	5	4	6	7	1	14	2	19	17	0	0	0	0	0	0	0	0	0	0	0	75	41
<b>Call TOTALS</b>	12	4	25	10	8	10	9	9	15	9	18	14	28	25	0	0	0	0	0	0	0	0	0	0	0	115	81
	<b>16</b>		<b>35</b>		<b>18</b>		<b>18</b>		<b>24</b>		<b>32</b>		<b>53</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>196</b>		
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	4	0	8	2	10	0	9	0	8	1	14	0	24	1	0	0	0	0	0	0	0	0	0	0	0	81	
Camp Bob Asst.	1		1		3		2		3		5		16		0		0		0		0		0		31		
Average Calls Per	<i>Month</i>		22.2	<i>Day</i>		0.9	<i>SLO Co. MA</i>				<b>77</b>		<i>Montrey Co. MA</i>				<b>4</b>		<i>CPR TOTAL</i>				<b>0</b>				



# FIRE EQUIPMENT

## 2017 MILEAGE / FUEL REPORT

IX-10-3

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
<b>Diesel</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	9	0	64	21.4	46	0	94	21	23	0	63	17.5	299	59.9	5.0
E-8687	0	0	15	0	15	20	82	16.1	142	19	338	64.1	592	119.2	5.0
E-8668	68	0	44	14.6	11	0	15	0	74	0	12	0	224	14.6	15.3
<b>6 Month Total</b>												<b>1115</b>	<b>193.7</b>	<b>5.8</b>	
<b>Gas</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	647	37	300	10	388	45	191	22	156	11	176	28.54	1858	153.5	12.1
C-8600	694	26.4	466	29.6	135	19	616	20.7	600	46	673	59.5	3184	201.2	15.8
<b>6 Month Total</b>												<b>5042</b>	<b>354.7</b>	<b>14.2</b>	

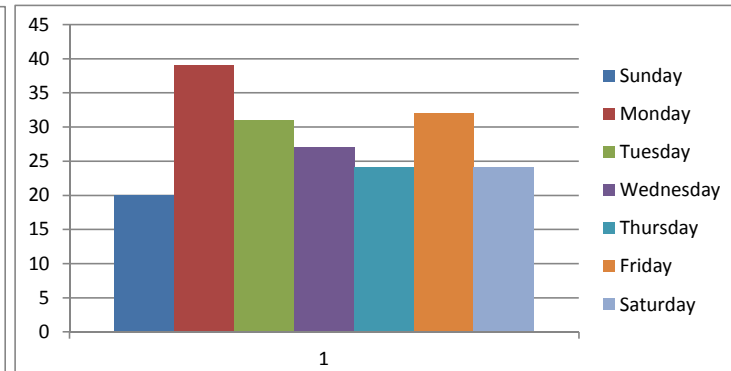
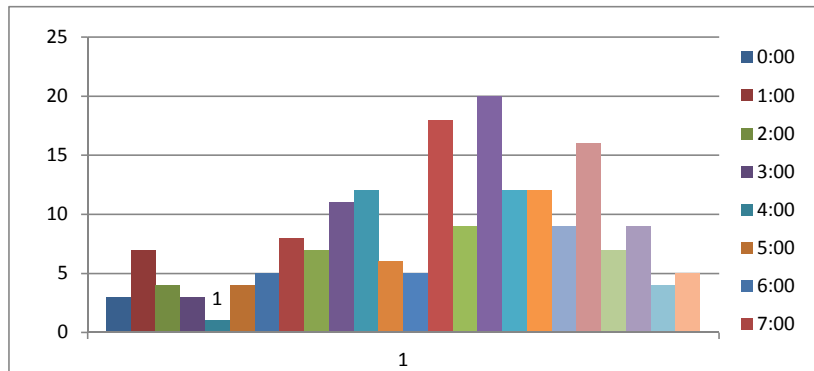
Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
<b>Diesel</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	9	15											308	74.9	4.6
E-8687	328	30.5											920	149.7	5.6
E-8668	3	11											227	25.6	12.1
<b>6 Month Total</b>												<b>1455</b>	<b>250.2</b>	<b>5.8</b>	
<b>Gas</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	587	72											2445	225.5	11.5
C-8600	209	51											3393	252.2	14.6
<b>6 Month Total</b>												<b>5838</b>	<b>477.7</b>	<b>12.2</b>	

YTD 2016 Total	mi.	gal.	Avg. MPG
<b>Diesel</b>	<b>2570</b>	<b>443.9</b>	<b>5.8</b>
<b>Gas</b>	<b>10880</b>	<b>832.5</b>	<b>13.1</b>

# Call per time of day and day of the week 2017

	After Hours					CSD Work Hours										Off Hours										
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
Sunday	0	1	2	1	1	0	0	0	1	2	4	0	0	1	0	1	2	2	0	0	0	1	0	1	20	10%
Monday	0	2	2	0	0	2	2	2	0	0	2	2	2	8	1	4	0	3	3	2	0	2	0	0	39	20%
Tuesday	2	1	0	0	0	1	1	2	0	3	0	0	1	3	4	4	1	1	1	2	0	2	1	1	31	16%
Wednesday	0	2	0	1	0	1	2	0	2	2	2	0	1	1	2	1	0	0	3	2	2	1	1	1	27	14%
Thursday	0	1	0	0	0	0	0	1	3	1	1	1	0	1	1	2	2	3	1	2	3	1	0	0	24	12%
Friday	1	0	0	1	0	0	0	2	1	1	2	2	0	2	1	4	3	1	1	6	1	0	1	2	32	16%
Saturday	0	0	0	0	0	0	0	1	0	2	1	1	1	2	0	4	4	2	0	2	1	2	1	0	24	12%
Hour Total	3	7	4	3	1	4	5	8	7	11	12	6	5	18	9	20	12	12	9	16	7	9	4	5	197	
	1%	3%	2%	1%	0%	2%	2%	4%	3%	5%	6%	3%	2%	9%	4%	10%	6%	6%	4%	8%	3%	4%	2%	2%		

Total calls during CSD Work Hours	75	38%
Total calls during Off time and weekends	122	62%
After Hours calls 22:00 to 06:00	31	16%
Total Weekend Calls	44	22%
Total Calls Monday thru Friday	153	77%



Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3172	16649S	434 76 FLEET CARD	511.91					
Account Number : 0201-00-108861-6								
1	50346307	06/30/17 Fuel - Truck #8600	168.30			20 62000	485	10200
2	50346307	06/30/17 Fuel - Truck #8601	72.11			20 62000	485	10200
3	50346307	06/30/17 Fuel - Truck #8632	135.75			50 65000	485	10200
4	50346307	06/30/17 Fuel - Truck #8632	135.75			40 64000	485	10200
<b>Total for Vendor:</b>			<b>511.91</b>					
3208	16686S	999999 777 EQUIPMENT SALES	1,923.34					
1	0160	07/10/17 3" Trash Pump 3" Hose Kit	1,442.50*			40 64000	585	10200
2	0160	07/10/17 3" Trash Pump 3" Hose Kit	480.84			50 65000	490	10200
<b>Total for Vendor:</b>			<b>1,923.34</b>					
3180	16667S	335 BEACON GEOTECHNICAL INC.	405.00					
K Street Waterline Replacement								
1	4965	07/08/17 Grading observation & testing	405.00			50 65000	433	10200
<b>Total for Vendor:</b>			<b>405.00</b>					
3153	16650S	535 BRENDLER JANITORIAL SERVICE	275.00					
1	1576C	07/03/17 June 2017 Janitorial Service	275.00			10 61000	305	10200
<b>Total for Vendor:</b>			<b>275.00</b>					
3137	16642S	39 BUCKMAN, GIB	100.00					
Board Member Stipend - June 29, 2017 meeting								
1	06/01/17	June 2017 Board Mtg Stipend	100.00			10 61000	111	10200
3224	16687S	39 BUCKMAN, GIB	100.00					
Board Member Stipend - July 27, 2017 meeting								
1	07/27/17	July 2017 Board Mtg Stipend	100.00			10 61000	111	10200
<b>Total for Vendor:</b>			<b>200.00</b>					
3210	16688S	573 BURT INDUSTRIAL SUPPLY	371.94					
Sludge Pumping								
1	742829	07/11/17 Blue PVC Hose, Clamps	371.94*			40 64000	585	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3211	16688S	573 BURT INDUSTRIAL SUPPLY K Street	158.39					
1	43080	07/17/17 Hydrant Extension	158.39			50 65000	433	10200
<b>Total for Vendor:</b>			<b>530.33</b>					
3166	16651S	340 C&N TRACTORS KUB U35-4R1A Excavator	114.88					
1	52032P	06/09/17 50 Hour Service	57.44			40 64000	351	10200
2	52032P	06/09/17 50 Hour Service	57.44			50 65000	351	10200
3213	16689S	340 C&N TRACTORS Chain Saw Bar Leak	59.90					
1	52152P	07/05/17 Chain Saw	59.90			20 62000	351	10200
<b>Total for Vendor:</b>			<b>174.78</b>					
3164	16652S	521 CHAPARRAL BUSINESS MACINES, INC. Maintenance Contract #6913-01 Samsung/X4250LX	57.00					
Acct No. 013014								
1	415698	07/03/17 Maint Contract #6913-01/Copier	28.50			40 64000	320	10200
2	415698	07/03/17 maint Contract #6913-01/Copier	28.50*			50 65000	320	10200
<b>Total for Vendor:</b>			<b>57.00</b>					
3177	16668S	67 CHARTER COMMUNICATIONS Account #8245 10 105 0027311 Spectrum Buiness - Monthly	335.56					
Internet/Voice								
1	07/01/17	Internet/Voice	335.56			10 61000	375	10200
<b>Total for Vendor:</b>			<b>335.56</b>					
3195	16669S	999999 CODY & KATIE JAMES Water Deposit Refund	30.39					
1	1156 St	07/17/17 Water deposit refund	30.39			50 10200		10200
<b>Total for Vendor:</b>			<b>30.39</b>					

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3193	16670S	429 COUNTY OF SAN LUIS OBISPO - EH FACILITY ID FA0004946 ACCT# AR0011381	267.20					
1	IN0109441	07/07/17 Report Writing/Corresponde <b>Total for Vendor:</b>	267.20 <b>267.20</b>			50 65000	362	10200
3170	16653S	581 DAVID TRACEY CONTRACT SVS SVS Date 6/24/17, 6/25/17	500.00					
1	06/27/17	Contract SVS	250.00			40 64000	330	10200
2	06/27/17	Contract SVS	250.00			50 65000	330	10200
		<b>Total for Vendor:</b>	<b>500.00</b>					
3132	16643S	93 DODDS, KELLY Cell Phone Reimbursement - July 2017	35.00					
1	July 2017	07/01/17 Mthly Cell Phone Reimbusem	35.00			10 61000	465	10200
		<b>Total for Vendor:</b>	<b>35.00</b>					
3147	16654S	109 FERGUSON ENTERPRISES Acct #725334	426.00					
1	4831461	06/27/17 Leak Clmp, repair at 1201 L	426.00			50 65000	433	10200
3189	16671S	109 FERGUSON ENTERPRISES Acct #725334	1,128.28					
1	49000267	07/12/17 Ultra tite coup,Ang Key,Band	1,128.28			50 65000	353	10200
3221	16691S	109 FERGUSON ENTERPRISES Acct #725334	764.90					
1	4900376	07/18/17 Bell Clmp, Coup	764.90			50 65000	353	10200
		<b>Total for Vendor:</b>	<b>2,319.18</b>					
3148	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL Acct #8000653	106.00					
1	781735A	06/15/17 Metals	106.00			50 65000	358	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3149	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	403.00					
Acct #8000653								
1	781557A	06/15/17 Metals, Wet Chemistry-Perchlo	403.00			50 65000	356	10200
3150	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	553.00					
Acct #8000653								
1	781554A	06/20/17 Metals, Wet Chemistry-Perchlo	553.00			50 65000	358	10200
3151	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000653								
1	782230A	06/30/17 Metals,	67.00			50 65000	358	10200
3152	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000653								
1	782101A	06/30/17 Metals,	67.00			50 65000	358	10200
3160	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000653								
1	781555A	06/29/17 Metals, Wet	67.00			50 65000	358	10200
3161	16655S	112 FGL - ENVIRONMENTAL ANALYTICAL	200.00					
Acct #8000653								
1	781736A	06/22/17 Coliform	50.00			50 65000	356	10200
2	781736A	06/22/17 Coliform	50.00			50 65000	357	10200
3	781736A	06/22/17 Coliform	100.00			50 65000	359	10200
3179	16672S	112 FGL - ENVIRONMENTAL ANALYTICAL	42.00					
Acct #8000653								
1	781991A	06/28/17 Metals	42.00			50 65000	358	10200
3197	16692S	112 FGL - ENVIRONMENTAL ANALYTICAL	198.00					
Acct #8000653								
1	782102A	07/17/17 Coliform,Heterotrophic,Wt Che	66.00			50 65000	358	10200
2	782102A	07/17/17 Coliform,Heterotrophic,Wt Che	66.00			50 65000	357	10200
3	782102A	07/17/17 Coliform,Heterotrophic,Wt Che	66.00			50 65000	356	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3201	16692S	112 FGL - ENVIRONMENTAL ANALYTICAL	225.00					
Acct #8000653								
1	782477A	07/22/17 ColiforColilert P/A Wet CheCm	45.00			50 65000	356	10200
2	782477A	07/22/17 ColiforColilert P/A Wet CheCm	45.00			50 65000	357	10200
3	782477A	07/22/17 ColiforColilert P/A Wet CheCm	135.00			50 65000	359	10200
3202	16692S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000653								
1	782376A	07/22/17 Metals, Total-As	67.00			50 65000	358	10200
3222	16692S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000653								
1	782476A	07/26/17 Metals	67.00			50 65000	358	10200
3223	16692S	112 FGL - ENVIRONMENTAL ANALYTICAL	105.00					
Acct #8000653								
1	782708A	07/25/17 Coliform	105.00			50 65000	359	10200
<b>Total for Vendor:</b>			<b>2,167.00</b>					
3169	16656S	114 FIRE CHIEFS ASSOC OF SLO COUNTY	2,325.00					
2017/2018 Year								
1	07/01/17	Annual Hax Mat Fee 2017/18	2,000.00			20 62000	710	10200
2	07/01/17	Annual Fee for CISM training	275.00			20 62000	385	10200
3	07/01/17	Annual Membership Fee for Fire	50.00			20 62000	385	10200
<b>Total for Vendor:</b>			<b>2,325.00</b>					
3154	16657S	308 FRONTIER COMMUNICATIONS	52.20					
Acct #805-467-2818-010412-5								
Phone 805-467-2818								
1	06/22/17	SCADA	26.10*			40 64000	310	10200
2	06/22/17	SCADA	26.10*			50 65000	310	10200
3178	16673S	308 FRONTIER COMMUNICATIONS	71.48					
Acct #805-467-2015-051216-5								
Phone 805-467-2015								
1	07/01/17	Backup for alarm	35.74*			40 64000	310	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
2	07/01/17	Backup for alarm	35.74*			50 65000	310	10200
3229	16693S	308 FRONTIER COMMUNICATIONS	53.18					
	Acct #805-467-2818-010412-5							
	Phone 805-467-2818							
1	07/22/17	SCADA	26.59*			40 64000	310	10200
2	07/22/17	SCADA	26.59*			50 65000	310	10200
		<b>Total for Vendor:</b>	<b>176.86</b>					
3203	16694S	125 GREAT WESTERN ALARM	30.00					
	Acct #GW-661							
	Service Period: 08/01/17 to 08/31/17							
1	1707005451	08/01/17 Monthly Alarm	15.00			40 64000	380	10200
2	1707005451	08/01/17 Monthly Alarm	15.00			50 65000	380	10200
3204	16694S	125 GREAT WESTERN ALARM	72.00					
	Acct #GW-661							
	Service Period: 08/01/17 to 08/31/17							
1	1707022421	08/01/17 Answering Service	36.00			40 64000	380	10200
2	1707022421	08/01/17 Answering Service	36.00			50 65000	380	10200
		<b>Total for Vendor:</b>	<b>102.00</b>					
3136	16644S	126 GREEN, JOHN	100.00					
	Board Member Stipend - June 29, 2017 meeting							
1	06/29/17	June 2017 Board Mtg Stipend	100.00			10 61000	111	10200
		<b>Total for Vendor:</b>	<b>100.00</b>					
3183	16695S	129 HACH	205.95					
1	10529924	07/07/17 Tubing kit, New CL17	102.98			50 65000	356	10200
2	10529924	07/07/17 Tubing Kit, New CL17	102.97			50 65000	357	10200
3190	16674S	129 HACH	487.99					
	Account #292463							
1	10537733	07/13/17 Colorimeter Asst	487.99			50 65000	357	10200
		<b>Total for Vendor:</b>	<b>693.94</b>					



Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3191	16675S	132 HD SUPPLY WATERWORKS, LTD.	2,275.59					
Acct #210091								
1	H467596	07/12/17 Meter	2,275.59			50 65000	525	10200
3205	16696S	132 HD SUPPLY WATERWORKS, LTD.	284.45					
Acct #210091								
1	H493105	07/14/17 BL09 Meter Trt 2710	284.45			50 41010		10200
<b>Total for Vendor:</b>			<b>2,560.04</b>					
3194	16676S	999999 ISRAEL ESPINOSA	40.79					
Water Deposit Refund								
1	854	15th S 07/17/17 Water deposit refund	40.79			50 10200		10200
<b>Total for Vendor:</b>			<b>40.79</b>					
3198	16697S	147 JB DEWAR	1,089.35					
Account #80468								
1	219634	07/14/17 300 gal ULS Diesel #2 Clear	363.12			20 62000	485	10200
2	219634	07/14/17 300 gal ULS Diesel #2 Clear	363.12			40 64000	485	10200
3	219634	07/14/17 300 gal ULS Diesel #2 Clear	363.11			50 65000	485	10200
<b>Total for Vendor:</b>			<b>1,089.35</b>					
3173	16665S	999999 JESSE WRIGHT	85.07					
Water Deposit Refund								
1	8708	Kenne 07/10/17 Water deposit refund	85.07			50 10200		10200
<b>Total for Vendor:</b>			<b>85.07</b>					
3159	16658S	580 JOAN MICHAELS AGUILAR	3,025.00					
21	06-17	07/05/17 Review Budget	3,025.00*			10 61000	325	10200
<b>Total for Vendor:</b>			<b>3,025.00</b>					
3196	16677S	999999 KACIE CARNELL & BYNUM CLIFFORD	50.64					
Water Deposit Refund								
1	1971	San J 07/19/17 Water deposit refund	50.64			50 10200		10200
<b>Total for Vendor:</b>			<b>50.64</b>					

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3139	16645S	406 KALVANS, ANTHONY	100.00					
		Board Meeting Stipend -June 29, 2017						
1	06/29/17	June 2017 Board Mtg Stipend	100.00			10 61000	111	10200
3227	16698S	406 KALVANS, ANTHONY	100.00					
		Board Meeting Stipend -July 27, 2017						
1	July 2017 07/27/17	July 2017 Board Mtg Stipend	100.00			10 61000	111	10200
		<b>Total for Vendor:</b>	<b>200.00</b>					
3216	16699S	474 L.N. CURTIS & SONS	519.05					
		Class A Foam						
1	INV113765 07/14/17	Class A Foam	519.05			20 62000	305	10200
		<b>Total for Vendor:</b>	<b>519.05</b>					
3228	16700S	165 MAILFINANCE INC.	1,008.38					
		Lease No. N15013110						
		23-Aug-17 to 22-Nov 2017						
1	N6660333 08/23/17	Qtrly Lease of mailing equip	504.19			40 64000	305	10200
2	N6660333 08/23/17	Qtrly Lease of mailing equip	504.19*			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>1,008.38</b>					
3156	16659S	579 MALLORY SAFETY & SUPPLY LLC	1,030.91					
		Customer ID: 34609						
1	4286215 06/27/17	Service Breathing Machine	1,030.91			20 62000	351	10200
		<b>Total for Vendor:</b>	<b>1,030.91</b>					
3140	16660S	559 MONSOON VENTURES, INC.	1,540.00					
		SMCSD District Engineer						
1	2154 07/03/17	Dist. Engineering - Water	1,540.00			50 65000	431	10200
3141	16660S	559 MONSOON VENTURES, INC.	2,200.00					
		SMCSD District Engineer						
1	2155 07/03/17	Dist. Engineering - Water	1,100.00			50 65000	326	10200
2	2155 07/03/17	Dist. Engineering	1,100.00			40 64000	326	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3142	16660S	559 MONSOON VENTURES, INC.	220.00					
SMCSD		District Engineer						
1	2156 07/03/17	Dist Engineering 11th st water	220.00			50 65000	326	10200
3143	16660S	559 MONSOON VENTURES, INC.	220.00					
SMCSD		District Engineer						
1	2157 07/03/17	Dist Engineering 10th st water	220.00			50 65000	326	10200
3144	16660S	559 MONSOON VENTURES, INC.	2,395.00					
SMCSD		District Engineer						
1	2158 07/03/17	Dist Engineering GSA	2,395.00			50 65000	326	10200
3145	16660S	559 MONSOON VENTURES, INC.	330.00					
SMCSD		District Engineer						
1	2159 07/03/17	Dist Engineering WWTP	330.00			40 64000	326	10200
3146	16660S	559 MONSOON VENTURES, INC.	330.00					
SMCSD		District Engineer						
1	2160 07/03/17	Dist Engineering rate study	165.00			40 64000	326	10200
2	2160 07/03/17	Dist Engineering rate study	165.00			50 65000	326	10200
		<b>Total for Vendor:</b>	<b>7,235.00</b>					
3206	16701S	522 NORTH COUNTY BACKFLOW	360.00					
1	557183 07/02/17	Inspect test backflow device	225.00			50 65000	353	10200
2	557183 07/02/17	Inspect test backflow device	135.00			40 64000	353	10200
		<b>Total for Vendor:</b>	<b>360.00</b>					
3138	16646S	547 PARENT, JOSEPH	100.00					
Board		Member Stipend for June 29 2017						
1	06/29/17	June 2017 Board Mtg Stipend	100.00			10 61000	111	10200
3226	16702S	547 PARENT, JOSEPH	100.00					
Board		Member Stipend for July 27 2017						
1	July 2017 07/27/17	July 2017 Board Mtg Stipend	100.00			10 61000	111	10200
		<b>Total for Vendor:</b>	<b>200.00</b>					

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3134	16647S	328 PARENT, TAMARA	35.00					
For the Month of July 2017 Cell Phone Reimbursement								
1	July 2017	07/01/17 Mthly Cell Phone Reimburse	35.00			10 61000	465	10200
<b>Total for Vendor:</b>			<b>35.00</b>					
3188	16678S	202 PASO ROBLES NEWSPAPERS	197.80					
Customer #3326 Ad - Weed Abatement								
1	85607	06/30/17 Ad - Weed Abatement	197.80			20 62000	503	10200
<b>Total for Vendor:</b>			<b>197.80</b>					
3199	16703S	208 PG&E	1,154.05					
Acct #8565976480-8								
1	07/18/17	12th & K Street - 8565976725	11.09			30 63000	381	10200
St								
2	07/18/17	Tract 2605 - 8565976109	45.17			30 63000	381	10200
3	07/18/17	Mission Heights - 8565976482	210.81			30 63000	381	10200
4	07/18/17	9898 River Rd. - 8565976002	411.54			30 63000	381	10200
5	07/18/17	9898 River Rd. - 8565976004	55.47			30 63000	381	10200
6	07/18/17	9898 River Rd. - 8565976008	255.72			30 63000	381	10200
7	07/18/17	9898 River Rd. - 8565976014	85.23			30 63000	381	10200
8	07/18/17	9898 River Rd. - 8565976481	54.68			30 63000	381	10200
9	07/18/17	9898 River Rd. - 8565976483	24.34			30 63000	381	10200
<b>Total for Vendor:</b>			<b>1,154.05</b>					
3200	16704S	209 PG&E	11,368.37					
Acct #3675186851-8								
1	07/20/17	Old Fire Station / 1297 L St	21.60			20 62000	381	10200
2	07/20/17	Water Works #1 / Well 3	941.49			50 65000	381	10200
3	07/20/17	Bonita Pl & 16th / Well 4	3,700.55			50 65000	381	10200
4	07/20/17	N St / WWTP	6,350.01			40 64000	381	10200
5	07/20/17	14th St. & K St.	70.02			50 65000	381	10200
6	07/20/17	Landscape/Streetlights	199.49			30 63000	381	10200
7	07/20/17	SLT Well Drink Water	53.65			50 65000	381	10200
8	07/20/17	Mission Heights Booster	10.52			50 65000	381	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	07/20/17	2HP Booster Station	10.52			50 65000	381	10200
10	07/20/17	New Fire Station 1150 Mission	10.52			20 62000	381	10200
<b>Total for Vendor:</b>			<b>11,368.37</b>					
3225	16705S	441 REUCK, LARRY	100.00					
Board Member Stipend for July 27, 2017								
1	July 2017	07/27/17 July 2017 Board Mtg Stipend	100.00			10 61000	111	10200
<b>Total for Vendor:</b>			<b>100.00</b>					
3135	16648S	226 ROBERSON, ROB	35.00					
Cell Phone Reimbursement -July 2017								
1	July 2017	07/01/17 Mthly Cell Phone Reimbusem	35.00			10 61000	465	10200
<b>Total for Vendor:</b>			<b>35.00</b>					
3162	16661S	238 SAN MIGUEL GARBAGE	95.47					
Monthly -July 2017								
Acct #318691								
1	07/01/17	WWTP Monthly trash disposal	47.73			40 64000	383	10200
2	07/01/17	WWTP Monthly trash disposal	47.74			50 65000	383	10200
<b>Total for Vendor:</b>			<b>95.47</b>					
3174	16666S	247 SDRMA	12,632.04					
Workers' Compensation 2017-18								
Member #: 5142								
1	60356	05/12/17 Workers Comp	5,958.02			20 62000	120	10200
3	60356	05/12/17 Workers Comp	3,104.86			40 64000	120	10200
4	60356	05/12/17 Workers Comp	2,445.88			50 65000	120	10200
6	60356	05/12/17 Workers Comp	1,123.28*			10 61000	120	10200
3175	16666S	247 SDRMA	26,203.85					
Property/Liability Package Program, annual invoice 2017-18								
1	60799	05/15/17 Property/Liability	18,644.93			10 61000	328	10200
2	60799	05/15/17 Property/Liability	5,193.10*			20 62000	328	10200
3	60799	05/15/17 Property/Liability	1,182.91*			40 64000	328	10200
4	60799	05/15/17 Property/Liability	1,182.91			50 65000	326	10200
<b>Total for Vendor:</b>			<b>38,835.89</b>					

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3165	16662S	349 SHORE-TEK TRENCH & EXCAVATION Account #1324 K Street Water Line Replacement	417.52					
1	2325C	06/30/17 Plate,Trench 4 x 8	417.52			50 65000	433	10200
3167	16662S	349 SHORE-TEK TRENCH & EXCAVATION Account #1324 K Street Water Line Replacement	390.00					
1	2346B	06/23/17 Plate,Trench 4 x 8	390.00			50 65000	433	10200
3168	16662S	349 SHORE-TEK TRENCH & EXCAVATION Account #1324 K Street Water Line Replacement	390.00					
1	2325B	06/14/17 Plate,Trench 4 x 8	390.00			50 65000	433	10200
		<b>Total for Vendor:</b>	<b>1,197.52</b>					
3176	16679S	534 STREAMLINE Streamline Monthly Membership Fee	200.00					
1	95481	07/10/17 Webpage Monthly Fee	200.00			10 61000	376	10200
		<b>Total for Vendor:</b>	<b>200.00</b>					
3230	16707S	378 SWIFT TECTONICS, INC. Paving trenches,patches on K street, Verde, widened driveway	5,947.67					
1	5095	07/20/17 Skip N Drag, Roller, Labor	4,460.75			50 65000	433	10200
2	5095	07/20/17 Sup/vision, A/C, Trucking, Saw	1,486.92*			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>5,947.67</b>					
3185	16680S	564 The Nyhart Company OPEB Acutrial Valuation	4,000.00					
1	0131041	06/27/17 OPEB Actuarial Valuation	660.00*			20 62000	325	10200
OPEB								
2	0131041	06/27/17 OPEB Actuarial Valuation	140.00			30 63000	325	10200
3	0131041	06/27/17 OPEB Actuarail Valuation	1,600.00			40 64000	325	10200
4	0131041	06/27/17 OPEB Actuarail Valuation	1,600.00*			50 65000	325	10200
		<b>Total for Vendor:</b>	<b>4,000.00</b>					

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3171	16663S	492 TIMECLOCK PLUS by DATA	50.00					
		Customer #252831						
1	428696	07/01/17 TimeClock Plus/Mo. License Fee	8.25			20 62000	715	10200
2	428696	07/01/17 TimeClock Plus/Mo. License Fee	1.75*			30 63000	715	10200
3	428696	07/01/17 TimeClock Plus/Mo. License Fee	20.00			40 64000	715	10200
4	428696	07/01/17 TimeClock Plus/Mo. License Fee	20.00			50 65000	715	10200
		<b>Total for Vendor:</b>	<b>50.00</b>					
3192	16681S	289 TOTALFUNDS BY HASLER	500.00					
		Acct#7900 0110 0130 2978						
3	07/10/17	Postage	250.00			40 64000	315	10200
4	07/10/17	Postage	250.00*			50 65000	315	10200
		<b>Total for Vendor:</b>	<b>500.00</b>					
3231	16708S	298 UNIVAR USA INC	347.95					
		Customer #701341						
1	F0873015	07/25/17 SOD HYPO 12.5 % Liquichlor	347.95			50 65000	483	10200
3233	16708S	298 UNIVAR USA INC	1,166.52					
		#701341						
1	F0873017	07/25/17 SOD HYPO 12.5 % Liquichlor	1,166.52			50 65000	482	10200
3234	16708S	298 UNIVAR USA INC	484.37					
		#701341						
1	F0873018	07/25/17 SOD HYPO 12.5 % Liquichlor	484.37			50 65000	481	10200
		<b>Total for Vendor:</b>	<b>1,998.84</b>					
3158	16664S	301 US BANK	1,066.38					
		Acct #4246 0445 5565 2647						
8	06/22/17	Leos Cafe June 9 Board meeting	127.98*			10 61000	335	10200
11	06/22/17	B&H Photo dome camera	268.00			10 61000	305	10200
12	06/22/17	Auto Parts WHSE	54.99			20 62000	354	10200
13	06/22/17	Lowes	64.55			20 62000	470	10200
14	06/22/17	Burt Industrial INV#41475	138.83			50 65000	433	10200
15	06/22/17	Chevron Beverage June 9th meet	11.40*			10 61000	335	10200
16	06/22/17	San Miguel Market	5.97			10 61000	305	10200

Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17	06/22/17	Amazon Ice Machine Cleaner	48.88			20 62000	305	10200
18	06/22/17	Amazon Water Reverse Osmosis	37.74			20 62000	305	10200
19	06/22/17	Amazon Briggs & Stratton Start	36.72			20 62000	351	10200
20	06/22/17	Amazon Sound Machine	96.50			10 61000	305	10200
21	06/22/17	Steve Schmidt Topsoil	174.82			50 65000	433	10200
3235	16709S	301 US BANK	5,327.00					
Acct #4246 0470 0031 6254								
1	07/24/17	Brown & Caldwell Job Posting	100.00			40 64000	305	10200
2	07/24/17	Brown & Caldwell Job Posting	100.00*			50 65000	305	10200
3	07/24/17	USFederalContractorReg	599.00			20 62000	385	10200
4	07/27/17	Portacool Cyclone pump	21.79			40 64000	305	10200
5	07/27/17	Portacool Cyclone pump	21.79*			50 65000	305	10200
6	07/27/17	P&W Paging 6 pager	2,476.75			20 62000	470	10200
7	07/27/17	Oreilly Wiper blades Van Brush	98.00			20 62000	354	10200
8	07/27/17	Lowe's Polyethylene	22.80			20 62000	305	10200
9	07/27/17	Amazon Mechanics Tools	99.99			20 62000	305	10200
10	07/27/17	Chevron	62.11			20 62000	485	10200
11	07/27/17	Idlers washer & Dryer	1,384.43*			20 62000	490	10200
12	07/27/17	Emergency Medical Products	205.66			20 62000	450	10200
13	07/27/17	Takens Shoes Tuson boots	67.34			40 64000	495	10200
14	07/27/17	Takens Shoes Tuson boots	67.34			50 65000	495	10200
<b>Total for Vendor:</b>			<b>6,393.38</b>					
3182	16682S	303 USA BLUEBOOK	101.76					
Customer No. 931858								
1	303283	07/06/17 Stenner Tube Assembly	33.92			50 65000	356	10200
2	303283	07/06/17 Stenner Tube Assembly	33.92			50 65000	357	10200
3	303283	07/06/17 Stenner Tube Assembly	33.92			50 65000	358	10200
3217	16710S	303 USA BLUEBOOK	368.69					
Customer No. 931858								
1	311443	07/14/17 Skim Net, Alum Pole,	287.27			40 64000	582	10200
2	311443	07/14/17 Meter BoxLid	81.42*			50 65000	305	10200



Pacific Premier Bank - General Account  
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3218	16710S	303 USA BLUEBOOK	1,155.18					
		Customer No. 931858						
1	316889	07/20/17 Pump Wetend Repair Kit	1,155.18*			40 64000	585	10200
		<b>Total for Vendor:</b>	<b>1,625.63</b>					
3181	16683S	327 VALLI INFORMATION SYSTEMS	90.66					
1	42477	06/30/17 Web Posting, Online Maint.	45.33			40 64000	305	10200
2	42477	06/30/17 Web Posting, Online Maint.	45.33*			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>90.66</b>					
3186	16684S	511 VERIZON	40.08					
		Acct #542095345-00001						
		805-423-7591						
1	9788869294	07/08/17 Laptop 805-423-7591	20.04*			40 64000	310	10200
2	9788869294	07/08/17 Laptop 805-423-7591	20.04*			50 65000	310	10200
		<b>Total for Vendor:</b>	<b>40.08</b>					
3187	16685S	313 WALLACE GROUP	659.00					
		SLT Blending Well Design CDBG						
3	44077	07/11/17 SLT Blending Well Design	659.00			50 65000	431	10200
		<b>Total for Vendor:</b>	<b>659.00</b>					
3209	16711S	317 WESTERN JANITOR SUPPLY INC	39.84					
		Acct #S1235						
1	143235	07/11/17 Paper Towels	39.84			20 62000	305	10200
		<b>Total for Vendor:</b>	<b>39.84</b>					
		<b># of Claims</b>	<b>92</b>					
		<b>Total:</b>	<b>105,097.92</b>					

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Fund/Account	Amount
10 ADMINISTRATION DEPARTMENT	
10200 HOB - General	\$25,018.62
20 FIRE PROTECTION DEPARTMENT	
10200 HOB - General	\$21,819.14
30 STREET LIGHTING DEPARTMENT	
10200 HOB - General	\$1,495.29
40 WASTEWATER DEPARTMENT	
10200 HOB - General	\$19,275.33
50 WATER DEPARTMENT	
10200 HOB - General	\$37,489.54
<b>Total:</b>	<b>\$105,097.92</b>

10 ADMINISTRATION DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
46000 Revenues & Interest					
46020 Transfer In -Fire (16.5%)	0.00	0.00	64,782.00	64,782.00	0 %
46030 Transfer In -Lighting (3%)	0.00	0.00	47,120.00	47,120.00	0 %
46040 Transfer In -Sewer (40%)	0.00	0.00	92,495.00	92,495.00	0 %
46050 Transfer In -Water (40%)	0.00	0.00	109,725.00	109,725.00	0 %
46060 Transfer In- Solid Waste (0.5%)	0.00	0.00	15,000.00	15,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>329,122.00</b>	<b>329,122.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>329,122.00</b>	<b>329,122.00</b>	<b>0 %</b>

20 FIRE PROTECTION DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40000					
40220 Weed Abatement Fees	0.00	0.00	575.00	575.00	0 %
40300 Fireworks Permit Fees	0.00	0.00	1,000.00	1,000.00	0 %
40320 Fire Impact Fees	0.00	0.00	100.00	100.00	0 %
40420 Ambulance Reimbursement	0.00	0.00	2,500.00	2,500.00	0 %
40500 VFA Assistance Grant	0.00	0.00	10.00	10.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,185.00</b>	<b>4,185.00</b>	<b>0 %</b>
42000					
42200 Fire Recovery Program	0.00	0.00	5.00	5.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>5.00</b>	<b>0 %</b>
43000 Property Taxes Collected					
43000 Property Taxes Collected	10,744.39	10,744.39	337,351.00	326,606.61	3 %
<b>Account Group Total:</b>	<b>10,744.39</b>	<b>10,744.39</b>	<b>337,351.00</b>	<b>326,606.61</b>	<b>3 %</b>
44000 Forestry & Fire Protection Reimbursement					
44000 Forestry & Fire Protection Reimbursement	0.00	0.00	5,000.00	5,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0 %</b>
46000 Revenues & Interest					
46100 Realized Earnings	0.00	0.00	200.00	200.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>200.00</b>	<b>200.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>10,744.39</b>	<b>10,744.39</b>	<b>346,741.00</b>	<b>335,996.61</b>	<b>3 %</b>

30 STREET LIGHTING DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
43000 Property Taxes Collected					
43000 Property Taxes Collected	400.40	400.40	93,488.00	93,087.60	0 %
<b>Account Group Total:</b>	<b>400.40</b>	<b>400.40</b>	<b>93,488.00</b>	<b>93,087.60</b>	<b>0 %</b>
46000 Revenues & Interest					
46100 Realized Earnings	0.00	0.00	40.00	40.00	0 %
46150 Miscellaneous Income	0.00	0.00	100.00	100.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>140.00</b>	<b>140.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>400.40</b>	<b>400.40</b>	<b>93,628.00</b>	<b>93,227.60</b>	<b>0 %</b>

40 WASTEWATER DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40000					
40850 Wastewater Hook-up Fees	24,996.00	24,996.00	10,000.00	-14,996.00	250 %
40900 Wastewater Sales	29,572.05	29,572.05	375,360.00	345,787.95	8 %
40910 Wastewater Late Charges	604.37	604.37	0.00	-604.37	** %
<b>Account Group Total:</b>	<b>55,172.42</b>	<b>55,172.42</b>	<b>385,360.00</b>	<b>330,187.58</b>	<b>14 %</b>
43000 Property Taxes Collected					
43000 Property Taxes Collected	219.54	219.54	51,302.00	51,082.46	0 %
<b>Account Group Total:</b>	<b>219.54</b>	<b>219.54</b>	<b>51,302.00</b>	<b>51,082.46</b>	<b>0 %</b>
46000 Revenues & Interest					
46100 Realized Earnings	0.00	0.00	100.00	100.00	0 %
46151 Refund/Adjustments	0.00	0.00	1,000.00	1,000.00	0 %
46153 Plan Check Fees	0.00	0.00	100.00	100.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>1,200.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>55,391.96</b>	<b>55,391.96</b>	<b>437,862.00</b>	<b>382,470.04</b>	<b>13 %</b>

50 WATER DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
41000 Water Sales					
41000 Water Sales	38,896.78	38,896.78	385,102.00	346,205.22	10 %
41001 Water Connection Fees	18,980.00	18,980.00	0.00	-18,980.00	** %
41005 Water Late Charges	3,944.90	3,944.90	0.00	-3,944.90	** %
41010 Water Meter Fees	615.55	615.55	100,786.00	100,170.45	1 %
<b>Account Group Total:</b>	<b>62,437.23</b>	<b>62,437.23</b>	<b>485,888.00</b>	<b>423,450.77</b>	<b>13 %</b>
46000 Revenues & Interest					
46000 Revenues & Interest	0.00	0.00	1,061.00	1,061.00	0 %
46153 Plan Check Fees	0.00	0.00	2,122.00	2,122.00	0 %
46155 Will Serve Processing Fees	0.00	0.00	530.00	530.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,713.00</b>	<b>3,713.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>62,437.23</b>	<b>62,437.23</b>	<b>489,601.00</b>	<b>427,163.77</b>	<b>13 %</b>

60 SOLID WASTE DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
46000 Revenues & Interest					
46005 Franchise Fees	2,827.96	2,827.96	29,446.00	26,618.04	10 %
<b>Account Group Total:</b>	<b>2,827.96</b>	<b>2,827.96</b>	<b>29,446.00</b>	<b>26,618.04</b>	<b>10 %</b>
<b>Fund Total:</b>	<b>2,827.96</b>	<b>2,827.96</b>	<b>29,446.00</b>	<b>26,618.04</b>	<b>10 %</b>



73 CLAIMS CLEARING FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	%
					Received
46000 Revenues & Interest					
46151 Refund/Adjustments	0.00	0.00	1,000.00	1,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0 %</b>
<b>Grand Total:</b>	<b>131,801.94</b>	<b>131,801.94</b>	<b>1,727,400.00</b>	<b>1,595,598.06</b>	<b>8 %</b>



## San Miguel Community Services District Special Board Meeting Staff Report

August 31, 2017

AGENDA ITEM: X. 2

**SUBJECT:** Discuss and confirm the Interim General Manager's recommendation to hire the selected candidate Account Clerk I.

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### **RECOMMENDATION:**

Confirm the Interim General Manager's recommendation to hire the selected candidate for the Account Clerk I position.

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### **BACKGROUND:**

The current recruitment process began on July 7, 2017, after the board approved Resolution 2017-17, which authorized the Interim General Manager to recruit and hire an Account Clerk I.

The application submittal period for the Account Clerk I position closed on July 17, 2017. Applications were screened by the Interim General Manager and the Board Clerk/Account Clerk Manager to determine which candidates met the job announcement qualifications. The screening process lead to a decision to interview two (2) candidates.

During the interviews, both candidates demonstrated mature and positive attitudes with high motivations. Both candidates have good to strong skills and work history in customer service. One candidate had years of experience with handling money and balancing cash drawers daily. The selected candidate showed more experience, but is currently employed and two (2) weeks' notice must be given to present employers.

### **Fiscal Impact:**

This Account Clerk I position was already calculated into the Operations & Management budget for FY 2017-18. The compensation level is step one \$14.99 full time with benefits outlined in the District Personnel Policy.

### **Staff Recommendation**

Confirm the Interim General Manager's candidate selection for the Account Clerk I position.

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PREPARED BY: Tamara Parent  
Board Clerk/Account Clerk Manager

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APPROVED BY: Rob Roberson  
General Manager

{CW046345.6}



**TITLE:** ACCOUNT CLERK 1  
**REPORTS TO:** Board Clerk/Account Clerk Manager  
**FLSA:** Non-Exempt  
**CONFIDENTIAL:** Yes

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#### **SUPERVISORY RESPONSIBILITIES**

**DIRECT:** None  
**INDIRECT:** None

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#### **MINIMUM QUALIFICATION REQUIREMENTS**

**EDUCATION:** Education equivalent to graduation from high school. Valid California driver's license and proof of insurability are required. Standard First Aid and CPR certifications are required by the Special District Risk Management Authority.

**EXPERIENCE:** Minimum of two (2) years' experience performing a variety of administrative support functions and working with computer applications or databases; ability to effectively utilize a personal computer and various computer applications; proven ability to organize and manage competing tasks and priorities. A degree from an accredited university or college with six (6) semester units of accounting may be substituted for two (2) years of experience.

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee.

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#### **CONTACT RESPONSIBILITY**

**INTERNAL:** Interaction with Board Clerk/Account Clerk Manager and General Manager to receive specific work assignments, general direction, and have results reviewed.

**EXTERNAL:** Interaction with Board Directors, consultants, contractors, customers, vendors, and government agencies.

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#### **PHYSICAL REQUIREMENTS**

Good hearing, eyesight, and speech; excellent ability to communicate, both verbally and in writing; ability to operate and utilize a personal computer; able to tolerate periods of continuous sitting; may, on an infrequent basis, assist with lifting up to twenty-five (25) pounds.

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#### **ENVIRONMENTAL CONDITIONS**

Work is primarily performed within an enclosed office setting with lighting and ventilation. Subject to conversational noise from other personnel within the facility, along with standard background noise found in an office environment. Subject to long periods of sitting and exposure to computer screen. When performing work outside the facility, subject to variable weather conditions and possible exposure to heavy equipment, dust, fumes, odor, and noise. Appropriate personal safety equipment is provided.

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#### **DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS**

Under the direction of the Board Clerk/Account Clerk Manager, will assist with the preparation of the monthly utility bills, receive and process utility bill payments, answer telephones, respond to inquiries made by the public, greet the public and make appropriate referrals, coordinate mail receipt and distribution, assist with the preparation of staff reports and administer the reproduction facilities.

Must have knowledge of office procedures, practices, and equipment; must know how to write correspondence and assist in writing and proof reading staff reports; must know the principles and practices of financial record keeping and the basic principles of accounting; must be familiar with office computer equipment and software; must understand the concept of double-entry bookkeeping; must have a working knowledge of fiscal accounting terminology.

Must have the ability to independently perform job duties and establish task priorities with minimum supervision; perform responsible clerical bookkeeping, secretarial duties, and independently take care of administrative tasks; compose correspondence; interact with the public, co-workers, and vendors tactfully and courteously; maintain confidentiality on issues consistent with the District's rules, regulations, and applicable law; and operate automated office and communication equipment, including computers, printers, scanners, fax machines, copy machines, telephones, and other modern office equipment.

### **% TIME TASKS**

#### **70% Billing**

- Maintains deposit records of all monies, cash, and checks for all District departments;
- Processes utility billing for all new construction;
- Produces and sends water and sewer bills to residents based on meter reads for water and sewer usage;
- Processes Point N Pay credit card daily;
- Drafts water and sewer rental deposit reports;
- Maintains adjustment journals for water accounts;
- Maintains utility billing journal vouchers;
- Drafts cash receipts and billing summaries;
- Ensures monthly water and sewer usage totals match up with billing totals;
- Maintains accounts receivables;
- Processes payments from residents for water or sewer billing.
- Contacts customers regarding delinquent water or sewer billing.

#### **30% General Administrative Support**

- Maintains District website;
- Provides administrative and project support to the Board Clerk/Account Clerk Manager;
- Answers inquiries involving department procedures, activities, and functions;
- Schedules and coordinates meetings, appointments, and events, including the completion of event registration and travel arrangements;
- Edits and proof reads department memos, reports, policies, and Board-related correspondence;
- Performs copying, faxing, filing, and other administrative tasks;
- Assists District personnel with meeting preparations, set-up, and clean-up;
- Distributes department incoming mail and organizes outgoing mail;
- Provides support for the District front desk, including assisting customers, taking messages and relaying calls, receiving payments, and operating the cash drawer;

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#### **DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS**

Performs all related duties, as assigned by the Board Clerk/Account Clerk Manager.



## San Miguel Community Services District

### Board of Directors Staff Report

August 31, 2017

AGENDA ITEM: XI.1

**SUBJECT:** Discussion of 2017/18 Budget Amendments

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#### **RECOMMENDATION:**

It is recommended that the Board of Directors discuss 2017/18 budget amendments and give District Staff direction.

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#### **BACKGROUND:**

On 5/18/2017 District Council recommended and passed resolution 2017-19 to hire a financial consultant at a cost not to exceed \$15,000, to prepare the 2017/18 fiscal year budget with information provided by the district.

On July 27<sup>th</sup> 2017 at the regular board meeting Joan Michaels Aguilar presented a 2017/18 budget to the board and the board voted and approved funding for operational budget with the understanding that the budget would be coming back to the board with proposed amendments at the next regular board meeting scheduled 8/31 2017.

During the month of August, district staff continued to provide information to Joan for her to complete the budget amendments. District personnel have reviewed the budget that was passed on July 27<sup>th</sup> and have recommended changes to Joan.

On August 18<sup>th</sup> Joan Notified the district, by Email, advising that due to her vacation and work schedule she has not been able to complete the amendments and needed to move the budget to the September Board Meeting.

We are prepared to implement the revised budget once amendments are approved.

**FISCAL IMPACT:**

The district has paid \$6022.50 out of the \$15,000 allocated for the budget consultant. The board passed an operational budget so the district can continue normal operations.

**Recommendation:**

It is recommended that the Board discuss the status of the budget amendments and give staff direction.

**PREPARED BY:**

*Rob Roberson*

Rob Roberson  
Interim General Manager

**Attachment:**

Exhibit A: Email  
Exhibit B: Invoices

## Tamara Parent

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**From:** Joan Michaels Aguilar <jmichaelsaguilar@ci.dixon.ca.us>  
**Sent:** Friday, August 18, 2017 1:52 PM  
**To:** Doug White; Tamara Parent  
**Subject:** Meeting this month for San Miguel

Good afternoon

Please be aware with my work schedule this month, recent vacation, and some scheduled time off around Labor Day I will not be able to have an item on this month's agenda for the budget amendment item. This agenda item will need to be on the proposed September 28 agenda.

*Joan Michaels Aguilar*

Deputy City Manager – Administrative Services  
City of Dixon  
(707) 678-7000 ext 1108

# INVOICE

Invoice No. 06-17

Date: July 5, 2017

BILL To

For

San Miguel Community  
Services District  
1150 Mission St.  
San Miguel CA 93451

San Miguel CSD  
PSA for budget/finances

---

**Description**  
**Amount**

**Hours**

May 2017 - Review prior year budgets  
13-14 audit

3.25

357.50

June 2017 Review & analyze current year  
Expenses, Procure PERS Actuarials  
Prepare Excel Continuing Appropriations  
worksheets, staff report, review 17-18  
budget materials, Prepare

Board presentation, includes  
in person meeting on June 9,

Board meeting June 29 24.25 2,667.50

Amount Due

\$3,025.00

Rate \$110 per hour as per Professional Services Agreement dated  
5/25/17.



# INVOICE

Invoice No. 07-17

Date: August 3, 2017

BILL To

For

San Miguel Community  
Services District  
1150 Mission St.  
San Miguel CA 93451

San Miguel CSD  
PSA for budget/finances

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**Description**  
**Amount**

**Hours**

July 2017	Review cash reports, budget-to-actual June Prepare Excel worksheets, Prepare Board staff reports, Investment Policy Quarterly Investment Report, 17-18 budget, 16-17 budget update, travel time In person Board meeting July 27	27.25
2,997.50		

Amount Due

\$2,997.50

Rate \$110 per hour as per Professional Services Agreement dated 5/25/17.



# San Miguel Community Services District

## Board of Directors Staff Report

August 31, 2017

AGENDA ITEM: XI.2

**SUBJECT:** Review & Discuss Status Report on Connection Fees, Fire Impact Fees and OES reimbursement funds.

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### **RECOMMENDATION:**

Review & Discuss Status Report on Connection Fees, Fire Impact Fees and OES reimbursement funds.

---

### **BACKGROUND:**

The District receives revenues that are restricted and can only be used for equipment, system infrastructure or facilities, not salaries, stipend pay or benefits. These restricted revenues are: water and wastewater system connection fees, fire impact fees and OES reimbursement funds.

Water and wastewater connection fees are charges that the District imposes for new connections to the infrastructure. To help offset future repairs and the replacement of infrastructure.

Fire Impact fees are County imposed impact mitigation fees for all new developments, residential and non-residential construction within the community boundaries. These revenues are also restricted to capital purchases and projects, not salaries, stipend pay or benefits.

OES reimbursement funds are revenues received from County or State for fire protection crews and/or equipment used for out-of-district fire events, such as wildland fires. These funds can only be used for new or replacement equipment and new or improvements to facilities, not salaries, stipend pay or benefits, with exception of the pay for those actually working on those incidents.

### **FEES RECEIVED IN FY 2016-17:**

The following figures represent those received by the District from 7/2016 through 6/2017 only.

Water Connection Fees—	\$307,675
Wastewater Connection Fees—	\$149,976
Fire Impact Fees—	\$80,040
OES reimbursement funds—	\$111,955

**FEE BALANCES AS OF 6/30/2017:**

The following represent the balance in each fund for Connection fees, impact fees, and OES reimbursements as of 6/30/2017 that can be confirmed. There were additional deposits that were made to the general checking account which should have been transferred to the Capital Reserve and an estimate is shown below.

What is in the account as of 6/17

Fire –	\$197,610.56
Lighting --	\$59,487.43
Wastewater --	\$115,946.58
Water --	\$63,205.90

CONFIRMED TOTAL        \$438,960.78    this is what is actually in the bank as of 7/2017

The following are preliminary numbers of what should be in the capital reserve, these numbers still have to be confirmed with the District Auditor but are close to the final totals up to the end of Fiscal year 16-17.

Fire –	\$335,431.49
Lighting --	\$95,423.86
Wastewater --	\$439,655.78
Water --	\$677,737.79

ESTIMATED TOTAL        \$1,548,248.92

(Estimated transfer of \$828,632.34 from the general bank account to capital reserve as of 7/1/17)

We are all working diligently to ensure that all revenues and expenses have been accounted for and continue to be correctly accounted for in the Black Mountain Software and in our various bank accounts.

As part of this audit of these restricted monies there will be some required Journal Entries to correct errors in the placement of the funds. The actual corrective entries will be made once staff has conferred with the District Auditor and they concur with the entries to be made.

**Fiscal Impact:**

There are no costs related to this review and discussion.

**Recommendation:**

We recommend that the Board Review & Discuss Status Report as presented. The Board will receive updated information as it is available, as well as receive current receivable and expense information in the monthly report from the Bookkeeper

PREPARED BY:

*Kelly Dodds*

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Kelly Dodds  
Director of Utilities

FINANCIAL REPORTS FOR THIS REPORT PROVIDED BY:

*Paola Freeman*

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Paola Freeman  
Bookkeeper



# San Miguel Community Services District

## Board of Directors Staff Report

August 31, 2017

AGENDA ITEM: XI-3

**SUBJECT:** Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Issue a Notice of Contract Award to Whitaker Construction Group, Inc.(Contractor) to Construct the San Lawrence Terrace Arsenic Blending Pipeline and Tank Improvements Per Approved Project Plans & Specifications and Authorizing the Interim General Manager to Execute the Construction Contract Documents Subject to the Submittal of Approved Executed Agreement, Bonds, Insurance Certificates and other Required Contract Forms & Documentation by the Contractor.

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### **STAFF RECOMMENDATION:**

Discuss and approve the Plans & Specifications for the San Lawrence Terrace Arsenic Blending Pipeline and Tank Improvements project and authorize the Interim General Manager to direct the staff to advertise for bids from qualified contractors to complete the construction phase of the project;

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### **BACKGROUND:**

On December 22, 2016 the District awarded a design / engineering contract to the Wallace Group to prepare construction and bidding documents for the construction of approximately 620 LF of new 8” HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank.

In conjunction with the completion of the bidding documents by the Wallace Group, the District has also executed the Subrecipient Agreement for CDBG grant funds from the County which made \$150,000 available in grant funds to complete the construction phase of the project.

On June 29, 2017, the District Board of Directors approved the San Lawrence Terrace Arsenic Blending Pipeline And Tank Improvements Project Plans & Specifications and authorized the Interim General Manager to advertise for bids. On August 8, 2017, two (2) bids were received with the lowest qualified bidder being Whitaker Construction Group, Inc. with a total bid of \$156,295. The next lowest bid (and only other bid) was submitted Brough Construction, Inc. for a total bid price of \$167,350. The DE has reviewed and tabulated the bids and determined that Whitaker Construction Group, Inc. has met the requirements of the bidding documents and is qualified to perform the required work.

The Engineers Estimate for the construction phase is \$105,000. Given that the total bid submitted by Whitaker Construction Group, Inc. exceeds the CDBG Grant amount by \$6,295, it will be necessary to identify other funding sources to complete the project. Other construction phase costs, including inspection, testing, and environmental monitoring will also be incurred.

**FUNDING:**

As discussed above, the lowest bid for the construction of this project exceeds the amount of CDBG Grant funds available. In addition to the direct construction costs, the District will incur other costs related to the construction of this project including inspection, testing, and environmental monitoring costs. It is recommended that the funds required to complete this project, which are not covered by the CDBG Grant funds, be drawn from the Water Capital Reserve Fund.

**FISCAL IMPACT**

The cost to construct the SLT Blending Line & Tank Improvements will exceed the available CDBG Grant funds by \$6,295. In addition to the direct construction costs, the District will incur other costs related to the construction of this project including inspection, testing, and environmental monitoring costs. The DE estimates that these additional construction related costs will not exceed \$12,000. It is recommended that the funds required to complete this project, which are not covered by the CDBG Grant funds, be drawn from the Water Capital Reserve Fund.

**STAFF RECOMMENDATION**

Board of Directors should discuss the approval of an agreement to construct with the low bidder, Whitaker Construction Group, Inc. and if the Board elects authorize the Interim General Manager to issue a Notice of Contract Award and enter into an agreement with the low bidder, Whitaker Construction Group, Inc., to complete the construction phase of the project.

PREPARED BY:

APPROVED BY:

*Blaine T. Reely*

\_\_\_\_\_

Blaine T. Reely, P.E., District Engineer

Rob Roberson, Interim General Manager

- Attachments: Tabulation of Bids
- Notice of Contract Award
- Construction Agreement
- Performance Bond Form
- Payment Bond Form

**RESOLUTION NO. 2017-45**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE INTERIM GENERAL MANAGER TO ISSUE A NOTICE OF CONTRACT AWARD AND EXECUTE AN AGREEMENT WITH WHITAKER CONSTRUCTION GROUP, INC. TO CONSTRUCT THE SAN LAWRENCE TERRACE ARSENIC BLENDING PIPELINE AND TANK IMPROVEMENTS.**

**WHEREAS**, San Miguel Community Services District (“District”) Board of Directors directed Staff to award design contract to Wallace Group at their December 22, 2016 Board Meeting to prepare construction and bidding documents for the construction of approximately 620 LF of new 8” HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank: and

**WHEREAS**, on July 14, 2015, the San Luis Obispo County Board of Supervisors approved funding in the amount of \$150,000 from the County’s 2015 Community Development Block Grant (hereinafter referred to as “CDBG”) Program for the District to implement the “San Lawrence Terrace Well Pipeline Project; and

**WHEREAS**; On June 29, 2017, the District Board of Directors approved the San Lawrence Terrace Arsenic Blending Pipeline And Tank Improvements Project Plans & Specifications and authorized the Interim General Manager to advertise for bids: and

**WHEREAS**; On August 8, 2017, two (2) bids were received with the lowest qualified bidder being Whitaker Construction Group, Inc. with a total bid of One Hundred Fifty Six Thousand Two Hundred Ninety Five Dollars (\$ 156,295.00): and

**WHEREAS**, the District Engineer has reviewed and tabulated the bids and determined that Whitaker Construction Group, Inc. has meet the requirements of the bidding documents and is qualified to perform the required work; and

**WHEREAS**, the District Board of Directors authorizes the Interim General Manager to issue a Notice of Contract Award to Whitaker Construction Group, Inc. (Contractor) and to execute the Agreement for Construction of the San Lawrence Terrace Arsenic Blending Pipeline And Tank Improvements, subject to receipt of approved contract, bonds, insurance certificate and other required contract documents from the Contractor:

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 31<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Anthony Kalvans, Board President

ATTEST:

\_\_\_\_\_  
Douglas L. White, District General Counsel



## **AGREEMENT**

### **SAN MIGUEL COMMUNITY SERVICES DISTRICT**

### **SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT**

This Agreement, made and entered into this \_\_\_\_\_ day of 2017, at San Miguel, California, by and between the SAN MIGUEL COMMUNITY SERVICES DISTRICT referred to as the "OWNER", and WHITAKER CONSTRUCTION GROUP, INC. hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, as will appear by reference to the records of the Proceedings of the OWNER, was duly awarded the Contract for the Work hereinafter mentioned.

WHEREAS, this is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. A set of documents related to compliance with Federal and local requirements is included as Attachment "A" to this agreement. The Project Wage Decision is included as Attachment "B" to this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

ARTICLE 1 - Witness to, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said OWNER, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, said Contractor agrees with said OWNER, at its own cost and expense, to do all the work and furnish all materials, except such as are mentioned in the Contract Documents to be furnished by the OWNER, necessary to construct and complete in good, workmanlike and substantial manner for the below described work in accordance with the Contract Documents as listed herein and are by such reference made a part hereof.

The work generally consists of the following: Work of the Project includes construction of approximately 620 LF of new 8" HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank, tie-in of the new water main the existing 4" SLT well pump discharge, abandonment of the existing 4" SLT well feed line to the distribution system, providing a service stub for water quality sampling at the SLT well site, penetration of the existing tank to accommodate new fill line (reduced to 6", steel pipe above ground attached to tank) and tank coating repair immediate to pipe penetration and pipe hanger installation, associated pipe hangers, fittings, couplings, hydroseeding the hillside where pipeline is to be installed, water main disinfection and pressure testing, and other Work as required to make the SLT well blending line complete and operational.

The Contractor agrees to perform all work described in the Contract Documents as listed herein for the total bid price, as accepted, of One Hundred Fifty Six Thousand Two Hundred Ninety Five Dollars (\$ 156,295.00), corresponding to Bid Schedule in the Bid Documents. It is further agreed that the Contractor will commence said work within 15 days from the date of the Notice

to Proceed and complete the work within 120 (one hundred twenty) calendar days. The date of the Notice to Proceed issued by the OWNER shall constitute the starting date of the Contract. .

ARTICLE 2 - The said OWNER hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, and administrators.

ARTICLE 3 - The said Contractor agrees to receive and accept the price stated in the preceding Bid Sheet as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said OWNER and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, and the whole thereof in the manner and according to the requirements of the Contract Documents therefore, and the requirements of the Engineer under their terms, to wit. Refer to Article 4.6 of the Supplementary General Conditions for retention to be withheld from Progress Payments.

ARTICLE 4 - This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exist between the parties. This contract can be modified only by an agreement in writing signed by both parties. It is also expressly agreed by and between the parties hereto that the Contract Documents shall consist of:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary General Conditions
- Technical Specifications
- Drawings as listed in the List of Drawings
- Addenda number 1
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto
- Federal Requirements (Refer to Attachment "A" to this Agreement)

- Federal Wage Decision (Refer to Attachment “B” to this Agreement)

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be amended by Change Order as provided in Article 10 of the General Conditions.

ARTICLE 5 - Contractor agrees to commence work pursuant to this Contract on the date specified in the Notice to Proceed, and to diligently prosecute the same to completion within the time stipulated in the INSTRUCTIONS TO BIDDERS, Article 2.

ARTICLE 6 - The Contractor shall defend, indemnify and save harmless the OWNER, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability occasioned by the performance or attempted performance of the provisions hereof.

ARTICLE 7 - If either party becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

ARTICLE 8 - No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 9 – All prime and subcontractors performing work, under this Agreement, shall provide copies of all related receipts for materials purchased and utilized to complete the required work as described in the Contract Documents. All project related receipts for materials and supplies which are purchased and /or utilized shall be submitted on or before the first day of each month for review and processing by the District. Failure to submit all project related receipts for materials purchase shall be deemed a violation of the terms of the specific provisions of the District's with a prime and / or subcontractor, and will be subject to applicable financial and / or legal remedies as enforceable by the District under the provisions and regulations of the State of California and / or Federal laws to insure compliance with 24 CFR Part 570.0506 (h).

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

IN WITNESS WHEREOF, OWNER and Contractor have caused this Agreement to be executed the day and year first above written.

SAN MIGUEL COMMUNITY SERVICES  
DISTRICT

WHITAKER CONSTRUCTION GROUP, INC.

INTERIM GENERAL MANAGER

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices  
San Miguel Community Services District  
1150 Mission Street  
San Miguel, California 93451  
805-467-3300

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
(Signature)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS,

That I/we, \_\_\_\_\_ as Principal(s), are firmly bound unto the SAN MIGUEL COMMUNITY SERVICES DISTRICT in the sum of: One Hundred Fifty Six Thousand Two Hundred Ninety Five Dollars (\$ 156,295.00) dollars, said sum being 100 percent of the amount of the following described contract, to be paid to the said SAN MIGUEL COMMUNITY SERVICES DISTRICT, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the San Miguel CSD Board of Directors of the OWNER , State of California, by formal action on the 31st day of August ,2017, awarded to said Principal, a contract for the:

**SAN MIGUEL COMMUNITY SERVICES DISTRICT  
SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT**

in strict conformity with the Contract Documents, and whereas, said Principal, his or her heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and any alteration thereof made and therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on the bond, and it does hereby waive notice of any change, extension of time, alteration, or addition in terms of the Contract or to the Work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Contractor \_\_\_\_\_ Surety \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NOTE: Signature of person executing for the Surety must be properly acknowledged.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_ hereinafter referred to as "Contractor," as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto OWNER in the sum of: One Hundred Fifty Six Thousand Two Hundred Ninety Five Dollars (\$ 156,295.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with said SAN MIGUEL COMMUNITY SERVICES DISTRICT for the SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT as specifically set forth in documents entitled, "Contract Documents and Specifications for SAN MIGUEL COMMUNITY SERVICES DISTRICT – SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, his Subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory therefore, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the person, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or preformed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said surety will pay the same in an amount not exceeding the sum herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee as shall be fixed by the court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the

provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Contractor \_\_\_\_\_ Surety \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Signature of person executing for the Surety must be properly acknowledged.

## NOTICE OF AWARD

Date: August 31, 2017

To: Whitaker Construction Group, Inc.

Project:           SAN MIGUEL COMMUNITY SERVICES DISTRICT  
                      SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT

You are hereby notified that your bid dated August 8, 2017 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

The work generally consists of the following: Work of the Project includes construction of approximately 620 LF of new 8" HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank, tie-in of the new water main to the existing 4" SLT well pump discharge (8" PVC Piping), abandonment of the existing 4" SLT well feed line to the distribution system, providing a service stub for water quality sampling at the SLT well site, penetration of the existing tank to accommodate new fill line (reduced to 6", steel pipe above ground attached to tank) and tank coating repair immediate to pipe penetration and pipe hanger installation, associated pipe hangers, fittings, couplings, hydroseeding the hillside where pipeline is to be installed, water main disinfection and pressure testing, pressure switch and SCADA programming, and other Work as required to make the SLT well blending line complete and operational.

The Contract Price of your contract is One Hundred Fifty Six Thousand Two Hundred Ninety Five Dollars (\$ 156,295.00), corresponding to Bid Schedule in the Bid Documents.

You must comply with the following conditions within fifteen (15) calendar days of the date of this Notice of Award, that is, by September 15, 2017.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders, ARTICLE 23; GENERAL CONDITIONS, ARTICLE 5.
3. You must also deliver certificates of insurance as specified in the Instructions to Bidders, ARTICLE 24 and 25; GENERAL CONDITIONS, ARTICLE 5; and SUPPLEMENTARY GENERAL CONDITIONS, ARTICLE 11.
4. You must deliver to the OWNER fully executed copies of all agreements that you enter into with subcontractors that will perform work on this project. All subcontracts shall comply with all requirements that are set forth in your Agreement with the District.
5. All prime and subcontractors performing work, under this Agreement, shall provide copies of all related receipts for materials purchased and utilized to complete the required work as described in the Contract Documents. All project related receipts for materials and supplies which are purchased and /or utilized shall be submitted on or before the first day of each month for review and processing by the District. Failure to submit all project related receipts for materials purchase shall be deemed a violation of the terms of the specific provisions of the District's with a prime and / or subcontractor,



and will be subject to applicable financial and / or legal remedies as enforceable by the District under the provisions and regulations of the State of California and / or Federal laws to insure compliance with 24 CFR Part 570.0506 (h).

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within fifteen (15) calendar days after you comply with these conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

By \_\_\_\_\_  
INTERIM GENERAL MANAGER  
SAN MIGUEL COMMUNITY SERVICES DISTRICT

Copy to the ENGINEER

**Required Bid and Contract Documents**  
**County of San Luis Obispo Community Development Block Grant (CDBG) Program**  
**Public Infrastructure and Facilities Improvement Projects**

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under the County's Community Development Block Grant (CDBG) program:

- 1. Federal Labor Standards Provisions**                      Pages 2 -7
- 2. Project Wage Decision**                                      Pages 8 -9
- 3. Pre-bid Conference**
  - a. Sign in sheet                                      Pages 10-12
  - b. Conference Guide                                Pages 13-19
- 4. Federal Contract Provisions**                              Pages 20-26
- 5. Equal Opportunity**    Pages 27-36
  - a. Equal Opportunity Clause
  - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
  - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- 6. Section 3**    Pages 37-39
  - a. Section 3 Clause
  - b. Section 3 Definitions
- 7. Required Contractor Documents**                      Pages 40-54
  - a. Project Wage Rate Sheet
  - b. Equal Employment Opportunity Poster
  - c. Employee Rights Under the Davis-Bacon Act Poster
  - d. Certified Payroll
  - e. Payroll Deduction Authorization for "Other Deductions" on Certified Payroll
  - f. Waiver of Lien
  - g. Full Unconditional Waiver
  - h. Sworn Statement
  - i. Section 3 Summary Report

# 1. Federal Labor Standards Provisions

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 I(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of 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, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted 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 weekly transmittals. 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 <http://www.dol.gov/esa/whd/forms/wh347instr.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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(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 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee 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 subcontractor'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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## 2. Project Wage Decision

## **Project wage decision:**

Please go to the following website to get the most up to date Wage Decision that must be included in the bid document.

1. <http://www.wdol.gov/dba.aspx> This link will bring you to a page that asks to **Select DBA WD by number or By Selection criteria.**
2. Fill in the necessary information in either category, then click ***search***.
3. A field will appear with the Wage Determination you have requested. Review to make sure it is the appropriate for your specific needs.
4. **Copy the text or click on [Printer Friendly Version](#)** to get Wage Decision information.

Before sending out the bid documents please check with the County to ensure the correct wage decision has been selected.

### 3. Pre-Bid Conference

**County of San Luis Obispo CDBG Funded Project**

**PRE-BID CONFERENCE SIGN-IN SHEET**

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This is to acknowledge that on (date) \_\_\_\_\_ I attended the Pre-Bid Conference for the (project name) \_\_\_\_\_, being bid by (subrecipient's name) \_\_\_\_\_, under Grant # \_\_\_\_\_. I understand the federal and state requirements which apply to this project and agree to abide by same if selected as the contractor on the project.

Name of Attendee:

Company Represented(contact info):

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COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING AND  
BUILDING

# **Pre-Bid Conference Guide**

For Construction Projects  
funded wholly or partially by the  
Community Development Block Grant  
Program.

Department of Planning and Building  
976 Osos Street, Room #300  
San Luis Obispo, CA 93408

September 2015  
**PRE-BID CONFERENCE GUIDE**

GENERAL INFORMATION

- The County of San Luis Obispo must receive a “Release of Funds” letter from the U.S. Department of Housing and Urban Development (HUD) before awarding any construction contracts, if applicable.
- A copy of the applicable wage decision and the Federal Labor Standards Provisions (HUD-4010) must be physically attached to the contract that the subrecipient signs with the contractor and to all subcontracts the contractor enters into with subcontractors.
- If the contractor or any subcontractor fails to comply with all applicable regulations, funds shall be withheld from the general contractor until all requirements have been met.
- This project is subject to all federal and state laws, regulations and guidelines pertaining to public works projects in California.

### **LABOR STANDARDS**

1. The subrecipient may not enter into a contract with any contractor or subcontractor that has been debarred from working on federally funded construction projects. The eligibility status of all contractors must be verified by the County of San Luis Obispo before being allowed to perform any work on this project.
2. All contractors and subcontractors working on this project must pay workers time and one half of the base wage rates listed on the wage decision for all hours worked in excess of 40 hours per week. Workers must receive hourly fringe benefits and/or a cash equivalent for all hours worked, including overtime. Fringe benefits do not have to be paid at time and one half.
3. The Copeland Anti-Kickback Act makes it illegal for contractors and subcontractors to coerce or intimidate employees to relinquish or give back any of their wages earned on this project.
4. All contractors and subcontractors working on this project must keep accurate payroll records of all hours worked on this project, including signed time cards. Payroll records must be kept for at least five years after grant closeout.
5. Payments made by a contractor to an employee must be verifiable. Payments may not be made with an I.O.U., equipment, or any other form of barter.
6. All contractors and subcontractors must submit weekly payroll records to the County of San Luis Obispo through the subrecipient within seven days after regular payment date of the payroll period.
7. Contractor or subcontractor shall comply with Labor Laws when considering employing workers. <http://www.dir.ca.gov/dlse/DLSE-CL.htm>
8. Contractors and subcontractors are not permitted to make payroll deductions which are contrary to state and federal law.

## DAVIS-BACON REQUIREMENTS

All contractors and subcontractors must pay their workers no less than the hourly wages listed on federal wage determination for each classification of work performed on this project. In addition, if the applicable wage determination contains an hourly fringe benefit amount, the worker must receive benefits equal to that amount or a cash equivalent. All workers must be paid, in full, at least once a week. These requirements apply to salaried workers employed on this project engaged in physical or manual construction labor. It is the responsibility of the general contractor to clearly communicate all labor standards and Davis-Bacon requirements to all subcontractors employed on this project.

All workers must be paid at an hourly rate for the type of work performed. Helpers or Trainees may not be utilized on this project. Only the classifications listed in the applicable wage determination or apprentices may be used on this project with **PRIOR** approval of the U.S. Department of Housing and Urban Development (HUD). Laborers are not permitted to perform any skilled work which falls under the classification of another trade. For example, a laborer may not perform any electrical, carpentry, plumbing, sheet metal, etc. work on this project. All contractors and subcontractors having questions regarding the classification of workers shall direct their inquiries to the County of San Luis Obispo Project Manager.

Contractors and subcontractors may use and classify workers on this project as apprentices provided that the workers are duly registered in a bona fide apprenticeship program recognized by the U.S. Department of Labor, Bureau of Apprenticeship and Training. If a contractor or subcontractor intends to utilize apprentices on this project, they must forward documentation to the County of San Luis Obispo to verify the enrollment of the employee in an approved Apprenticeship Program. Verification must be provided before the apprentice is permitted to work on the job site. Contractors and subcontractors may not exceed the ratio of apprentices to journeymen as established by the apprenticeship program.

Contractors and subcontractors are required to submit certified weekly payroll records to the subrecipient through the County of San Luis Obispo on a weekly basis within seven days after the regular payment date of the payroll period.

If an employee performs more than one classification per week on this project, that employee should be listed twice showing the division of work on separate lines of the payroll.

Contractors and subcontractors must submit documentation to the subrecipient through the County of San Luis Obispo to verify the type and the amounts paid into a bona fide fringe benefit program. The following are examples of bona fide fringe benefit plans:

- 1) Health, life, dental, vision or other similar insurance premiums paid by the employer;
- 2) Pension or retirement contributions made by the employer into a plan recognized by the Internal Revenue Service;
- 3) Expenses of certain recognized apprenticeship or training programs;
- 4) Vacation and holiday pay may be considered as long as the employee would receive any unused amounts at termination of employment.

NOTE: Payroll deductions required by law (e.g. social security, worker's compensation, unemployment insurance, taxes, etc.) are not considered fringe benefits under Davis-Bacon law.



The following are NOT considered bona fide fringe benefits:

- 1) Travel time;
- 2) Bonus payments;
- 3) Use of company tools or equipment;
- 4) Use of company vehicle;
- 5) Uniforms or safety shoes

Independent subcontractors and self-employed owners are considered to be subcontractors of the contractor and are subject to the same requirements as are all subcontractors. Independent subcontractors and self-employed owners must submit a Certified Payroll Report or be listed on another contractors' weekly payroll.

If the contractor or its subcontractors do not pay the proper hourly rate and fringe benefit on this project, the subrecipient shall withhold a necessary amount from the prime contractor until restitution is made.

The prime contractor may be liable for liquidated damages if its workers or those of subcontractors on this project are not paid the proper hourly wage and benefit.

The County of San Luis Obispo, a representative from the U. S. Department of Labor, and a representative of the U. S. Department of Housing and Urban Development shall be permitted to visit the job site and interview workers employed on this project. A Record of Employee Interviews must be maintained in the project file.

### **SECTION 3**

Section 3 of the Housing and Urban Development Act of 1968 provides that to the greatest extent feasible, contractors and subcontractors should make training and employment opportunities available to Section 3 Residents and Businesses when creating new positions to work on federally assisted projects. "Greatest Extent Feasible" means that contractors must make every effort to recruit, target and direct economic opportunities to Section 3 residents and businesses.

Section 3 Residents include Low and Very Low Income level persons. HUD sets the low income limit at 80% and very low income limit at 50% of the median family income for counties and metropolitan areas across the country. A Section 3 Business is one that is owned by Section 3 residents, employs Section 3 residents or subcontracts with businesses that provide opportunities to low and very low income persons.

. Affirmative steps shall include the following:

1. Including qualified small and minority/women businesses on solicitation lists.
2. Assuring that small and minority/women businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority/women business participation.

4. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
6. If any subcontracts are to be let, requiring the prime contractor to take affirmative steps in 1 through 5 above.

Subrecipients and contractors are encouraged to procure goods and services from labor surplus areas.

The prime contractor and any known subcontractors subject to Section 3 must provide a list of current employees to the Civil Rights/Section 3 Officer at the Preconstruction Conference. When the work called for in their contract is complete, each of these contractors and subcontractors are required to submit a Section 3 Compliance Report together with a list of employees at completion of their contract. The beginning list and ending list will be used to determine whether any new employees were hired during the performance of their contract.

In all instances where new positions are being created, the contractor must document the results of any Section 3 Residents contacted regarding the position and the results of that contact. To insure compliance with this federal regulation, all contractors and subcontractors (whose contract amount exceeds \$100,000) must complete a Section 3 Compliance Report when work on the project called for in their contract is complete. Any documentation regarding contacts or consideration of Section 3 applicants must be maintained by the contractor and provided to the Civil Rights/Section 3 Officer with the Compliance Report.

## Definitions

### Minority Business Enterprise

"Minority business enterprise" is a business in which minority group members own 51 percent or more of the company; or, in the case of a publicly-owned business, one in which minority group members own at least 51 percent of its voting stock and control management and daily business operations. For this purpose, minority group members are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans, Native Hawaiian Organizations, and other minorities.

### Women Business Enterprise

A women-owned small business concern is a small business that is at least 51% owned by one or more women. In the case of publicly owned businesses, at least 51% of the stock is owned by one or more women and the management and daily operations of the business are controlled by one or more women.

### Small Business

A business that is independently owned and operated and which is not dominant in its field of operation and in conformity with specific industry criteria defined by the Small Business Administration (SBA).

### Small Disadvantaged Business

A Small Disadvantaged Business is a small business that is at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals.

### **OTHER FEDERAL REQUIREMENTS**

Title VI of the Civil Rights Act of 1964 states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VII of the Civil Rights Act of 1964 prohibits discrimination in hiring, promotion and other employment practices on the basis of race, color, religion, sex, or national origin.

Section 109 of the Housing and Urban Development Act of 1974 prohibits discrimination on the basis of race, color, national origin, disability, age, religion and sex within Community Development Block Grant programs or activities.

Title III of the Americans with Disabilities Act prohibits discrimination based on “disability” by requiring that places of public accommodation be readily accessible to and useable by persons with disabilities.

The Architectural Barriers Act of 1968 requires that a project meet at least the minimum requirements of accessibility. A Certificate of Accessibility must be provided to the Grantee with a copy to OCRA on or before the completion of the project.

Section 504 of the Rehabilitation Act of 1974 states that a contractor or subcontractor may not discriminate against an otherwise qualified individual from participating in, or enjoying the benefits of this project as a result of a physical handicap.

Executive Order 11063 provides that no person on the basis of race, color, religion, sex, or national origin, shall be discriminated against in federal housing assistance, including lending assistance.

Executive Order 11246 as amended by Executive Order 11375 provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment on federally assisted construction contracts.

All contractors and subcontractors **awarded a federal contract or subcontract in excess of \$50,000.00 and having more than 50 employees** must have an Affirmative Action Plan established in writing and on file in its place of business. Failure to have an Affirmative Action Program may result in sanctions established under section 209(a) of Executive Order 11246. This regulation is enforced by the Office of Federal Construction Contract Compliance, and additional information may be found at [www.dol.gov/esa/OFCCP](http://www.dol.gov/esa/OFCCP) or at 1-800-397-6251.

Other laws enforced by the U. S. Equal Employment Opportunity Commission (EEOC) may be found at [www.eeoc.gov/policy/laws.html](http://www.eeoc.gov/policy/laws.html).

### **OTHER RESPONSIBILITIES WHEN PARTICIPATING IN A FEDERALLY FUNDED PROJECT:**

A) The contractor must display the following posters on the project job site in a location assessable to all employees. Posters may be obtained from the Grant Administrator.

- Equal Employment Opportunity is The Law
- Fair Housing Poster
- Safety and Health Protection on the Job
- Notice to All Employees working on Federally Financed Construction Projects
- Employee Polygraph Protection Act

B) A copy of the valid wage decision assigned to the project must also be posted at the job site.

## 4. Federal Contract Provisions

## **Federal Contract Provisions**

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor (41 CFR Part 60-1.4)
3. **EQUAL EMPLOYMENT OPPORTUNITY**  
All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations found at 41 CFR Part 60-1.4(b). See Equal Opportunity Clause below for full language from 41 CFR Part 60-1.4(b).
4. **DAVIS-BACON ACT**  
All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). See attached Federal Labor Standards Provisions form (HUD-4010).
5. **COPELAND "ANTI-KICKBACK" ACT**  
All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). See attached Federal Labor Standards Provisions form (HUD-4010).
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to apply employees weekly and to submit weekly certified payroll records to the contracting agency. (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).

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 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 or 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$10 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 subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages: HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money 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 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 subparagraph (2) of this paragraph.

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

7. VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:  
In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.
8. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
9. ACCESS TO RECORDS: 24 CFR 85.42-e  
All negotiated contracts awarded by grantees shall include a provision to the effect the County( Recipient/grantee), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are pertinent to that specific contract, for the purpose of making audit,

examination, excerpts, and transcriptions. The right of access in this section must not be limited to the required retention but shall last as long as the records are retained.

10. RECORD RETENTION: 24 CFR 85.42

Grantees shall require contractors to maintain all required records for five years after the County makes final payments and all other pending matters are closed.

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

11. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.



That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

12. ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. CONFLICT OF INTEREST: 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

14. CODE OF CONDUCT: 24 CFR 84.42

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

15. NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

16. FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, 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 awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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 of debarment action pursuant to 29 CRF 5.12.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 5. Equal Opportunity

EQUAL OPPORTUNITY CLAUSE  
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS

(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carryout the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.



d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existingsubcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

MBE/WBE STANDARD  
 BID DOCUMENT LANGUAGE FOR CONSTRUCTION CONTRACTS OVER \$10,000  
 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
 TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
 Executive Order 11246: 41 CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	24.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the County of San Luis Obispo, specifically the (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Los Angeles, CA Region  
Non-SMSA Counties - Mono and San Luis Obispo County

**MBE/WBE SUGGESTED**  
**BID DOCUMENT LANGUAGE FOR**  
**MINORITY/WOMEN'S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS**

- (a) It is the policy of the federal Department of Housing and Urban Development for its grantees, like the County of San Luis Obispo, to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the County of San Luis Obispo.
- (b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

<u>Name and Address of Minority/ Women's Firms Contractor Anticipates Utilizing*</u>	<u>Category of Work</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid \_\_\_\_\_ Total Subcontract Amount \_\_\_\_\_

Minority/Women's Enterprise Total of Subcontract Amount \_\_\_\_\_

\*Indicate whether business is owned by a minority or a woman.

## 6. Section 3

SECTION 3 CLAUSE  
24 CFR Part 135.38

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons.

Contractors and subcontractors participating in federally-assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors, whose contract is \$100,000 or greater, prior to project completion utilizing the "Section 3 Compliance form".

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



## 7. Required Contractor Documents

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
PROJECT NAME: [REDACTED]			WAGE DECISION NUMBER/MODIFICATION NUMBER: [REDACTED]			
PROJECT NUMBER: [REDACTED]			PROJECT COUNTY: [REDACTED]			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ [REDACTED] TOTAL WAGE
				GROUP #	BHR	
Bricklayers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Carpenters	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Cement Masons	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Drywall Hangers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Electricians	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Iron Workers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Painters	[REDACTED]	[REDACTED]	\$ [REDACTED]	OPERATORS FRINGE BENEFITS:		\$ [REDACTED] TOTAL WAGE
				GROUP #	BHR	
Plumbers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Roofers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Sheet Metal Workers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Soft Floor Layers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Tapers	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Tile Setters	[REDACTED]	[REDACTED]	\$ [REDACTED]	TRUCK DRIVERS FRINGE BENEFITS:		\$ [REDACTED] TOTAL WAGE
				GROUP #	BHR	
OTHER CLASSIFICATIONS						
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
<b>ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)</b>						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PDF link:

[http://www1.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf)

# Equal Employment Opportunity is **THE LAW**

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:  
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

Pdf link: <https://www.dol.gov/whd/forms/wh347.pdf>

U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008  
Expires: 02/28/2018

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
PAYROLL NO.		FOR WEEK ENDING	PROJECT AND LOCATION
			PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) IND. OF STATUS EMPLOYMENT	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS			
			HOURS WORKED EACH DAY																	
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS			
			B																	
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



Company Letterhead

**Payroll Deduction Authorization for "Other Deductions" on Certified Payroll**

Project Name: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

I, \_\_\_\_\_ (Employee Name) , hereby authorize (name of employer/company) to deduct \$\_\_\_\_\_ from my paycheck.

*This deduction is for:*

\_\_\_\_ Loan Repayment    \_\_\_\_ Retirement    \_\_\_\_ Profit Sharing    \_\_\_\_ Advance  
\_\_\_\_ Charitable Donations    \_\_\_\_ Savings Bonds    \_\_\_\_ Insurance Premiums  
\_\_\_\_ Other: \_\_\_\_\_

*This deduction is to be made:*

\_\_\_\_ One time only    \_\_\_\_ Weekly    \_\_\_\_ Monthly    \_\_\_\_ times over    \_\_\_\_ weeks  
\_\_\_\_ Other: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

**\*If deductions are being made for child support, a copy of the court ordered withholding must be included.**



## Waiver of Lien

My/our contract with: \_\_\_\_\_  
to provide \_\_\_\_\_ for the improvement  
to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Check One)**

**Partial Conditional**

I hereby waive my/our construction lien to the amount \$ \_\_\_\_\_ for labor/materials provided. This waiver, together with all previous waivers, if any, does not cover amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$ \_\_\_\_\_.

**Partial Unconditional**

Having been fully paid and satisfied, hereby waive my/our construction lien to the amount of \$ \_\_\_\_\_ for the labor/materials provided through \_\_\_\_\_. This waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**Full Conditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released. This waiver is conditioned on the actual payment of \$ \_\_\_\_\_.

**Full Unconditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**DO NOT SIGN BLANK FORM**

**FULL UNCONDITIONAL WAIVER**

My/our contract with \_\_\_\_\_ to provide  
\_\_\_\_\_ for the improvement of the property described as  
\_\_\_\_\_  
\_\_\_\_\_ having been  
fully paid and satisfied, all my/our construction lien rights against such property are  
hereby waived and released.

\_\_\_\_\_  
**(Printed Name of Lien Claimant)**

\_\_\_\_\_  
**(Signature of lien claimant)**

Signed on: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**SWORN STATEMENT**

State of California

} §

County of San Luis Obispo

\_\_\_\_\_, being duly sworn, states the following:

\_\_\_\_\_ is the (contractor)(subcontractor) for an improvement to the following real property in San Luis Obispo County, California, described as follows:

\_\_\_\_\_ The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

<u>Name, Address &amp; Phone Number of Subcontractor, Supplier, or Laborer</u>	<u>Type of Improvement Furnished</u>	<u>Total Contract Price</u>	<u>Amount Already Paid</u>	<u>Amount Currently Owing</u>	<u>Balance to Complete (Optional)</u>	<u>Amount of Laborer Wages Due but Unpaid</u>	<u>Amount of fringe Benefits and Withholdings Due But Unpaid</u>
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

\_\_\_\_\_  
Dependent Printed Name

\_\_\_\_\_  
Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO FRAUD IS SUBJECT TO CRIMINAL PENALTIES UNDER THE CONSTRUCTION LIEN ACT.**

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Californian

My Commission Expires:  
\_\_\_\_\_

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



**Part II: Contracts Awarded**

1. Construction Contracts:	
A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	
2. Non-Construction Contracts:	
A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other, describe below.



Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects, and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

- HUD Field Office: Enter the Field Office name.
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

**Part II: Contract Opportunities**

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self-explanatory**

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in Item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

General Decision Number: CA170019 08/04/2017 CA19

Superseded General Decision Number: CA20160019

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Luis Obispo County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling, AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	03/10/2017
5	04/07/2017
6	04/21/2017
7	05/12/2017
8	05/26/2017
9	06/02/2017
10	07/07/2017
11	07/14/2017
12	07/28/2017
13	08/04/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016



	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

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BOIL0092-004 10/01/2012

Area within a 25 mile radius of City of Santa Maria

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

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BOIL0549-007 10/01/2016

Remainder of County outside a 25 mile radius of City of Santa Maria

	Rates	Fringes
BOILERMAKER.....	\$ 39.68	35.71

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\* BRCA0004-006 05/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 38.69	14.45

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-008 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	4.19

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BRCA0018-011 06/01/2016

	Rates	Fringes
TILE LAYER.....	\$ 35.89	16.24

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CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation		

Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	15.50
(2) Millwright.....	\$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	15.50
(5) Sawfiler.....	\$ 39.83	15.50
(6) Scaffold Builder.....	\$ 31.60	15.50
(7) Table Power Saw Operator.....	\$ 40.93	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0639-001 01/01/2017

	Rates	Fringes
Electricians		
Wireman/Technician.....	\$ 41.00	20.01

FOOTNOTES:

CABLE SPLICER: 10% additional per hour above Wireman/Technician basic hourly rate.

Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half. Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay. Where workers are required to work under compressed air or in areas where injurious gases, dust or fumes are present in amounts necessitating the use of gas masks or self-contained breathing apparatus (particle masks are not

considered self-contained breathing apparatus) or where workers work on poles at a distance of seventy-five (75) feet or more from the ground: to be paid a bonus of straight time pay. This shall be at a minimum of one hour, and thereafter, each succeeding hour or fraction thereof shall constitute an hour at the bonus rate. Tunnel work: to be paid at the time and one-quarter hourly rate.

All employers may request workmen to report direct to a job within a free zone to include everything west of ten (10) miles east of Highway 101, as the crow flies, and then (10) miles north and south of Highway 46, as the crow flies, to the junction of Highway 41 and Highway 46. Everything outside this area shall be paid at full subsistence provide said job is of five (5) days duration or more and provide there is storage on the job for the Employee's tools. The Employer will be responsible for loss of tools under such circumstances. (Road: The most direct route on a surfaced road).

On all jobs or projects outside the free zone, as stated above, Employees may be required to report to the job site in their own transportation at the regular starting time and remain on the job site until the regular quitting time and these shall be paid at fifty dollars (\$50.00) per day or fifty-one cents (\$0.51) per mile for each road mile from shop to job and job to shop (round trip). (Day worked shall mean at least four (4) hours on the job unless sent home on account of weather, emergency, sickness, or injury).

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. Travel time shall be at the appropriate rate of pay for that day of the week. (Monday through Friday, straight time, Saturday and Sunday, double time.)

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ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding

installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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\* ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-003 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35

GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or

similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor;

Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)



GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0220-001 07/03/2017

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler;

Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.);

GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00220-004 07/01/2017

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

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LAB00300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the



application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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 \* LAB01414-001 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 32.50	18.29
PLASTER TENDER.....	\$ 35.05	18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

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 \* PAIN0036-007 07/01/2017

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 24.40	13.91
(2) High Iron & Steel.....	\$ 30.70	12.83
(3) Journeyman Painter including Lead Abatement....	\$ 29.04	13.91
(4) Industrial.....	\$ 32.52	14.19
(5) All other work.....	\$ 29.04	13.91

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:  
 Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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 PAIN0036-008 10/01/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 37.18	17.99

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 PAIN0169-002 01/01/2017

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

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 PAIN1247-002 05/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.35	14.56

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 \* PLAS0200-001 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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 PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

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 PLUM0016-001 07/01/2017

	Rates	Fringes
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PLUMBER/PIPEFITTER

Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 49.28	21.61
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Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 47.76	20.63
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Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 36.91	18.96
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 PLUM0345-001 07/01/2014

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

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 \* ROOF0036-002 08/01/2017

	Rates	Fringes
ROOFER.....	\$ 37.07	16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-014 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

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\* SHEE0273-002 08/01/2017

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.28	28.33

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.59	27.74
GROUP 2.....	\$ 29.74	27.74
GROUP 3.....	\$ 29.87	27.74
GROUP 4.....	\$ 30.06	27.74
GROUP 5.....	\$ 30.09	27.74
GROUP 6.....	\$ 30.12	27.74
GROUP 7.....	\$ 30.37	27.74
GROUP 8.....	\$ 30.62	27.74
GROUP 9.....	\$ 30.82	27.74
GROUP 10.....	\$ 31.12	27.74
GROUP 11.....	\$ 31.62	27.74
GROUP 12.....	\$ 32.05	27.74

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and

utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SAN MIGUEL CSD  
SLT BLENDING LINE PROJECT  
BID TABULATION  
AUGUST 8, 2017**

No.	WORK ITEM	UNIT	ESTIMATED QUANTITY	ENGINEERS ESTIMATE		BROUGH CONSTRUCTION, INC.		WHITAKER CONSTRUCTION GROUP, INC.		CONTRACTOR NAME		CONTRACTOR NAME		CONTRACTOR NAME		CONTRACTOR NAME		
				BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	BID UNIT PRICE	BID TOTAL PRICE	
<b>DIVISION 01 - GENERAL REQUIREMENTS</b>																		
1	Mobilization, Demobilization and Site Cleanup	LS	1	\$7,000.00	\$7,000	\$5,300.00	\$5,300	\$14,000.00	\$14,000		\$0		\$0		\$0		\$0	
<b>DIVISION 02 - EXISTING CONDITIONS</b>																		
2	Construction Survey	LS	1	\$4,000.00	\$4,000	\$2,500.00	\$2,500	\$5,000.00	\$5,000		\$0		\$0		\$0		\$0	
<b>DIVISION 31 - EARTHWORK</b>																		
3	Sheeting, Shoring and Bracing	LS	1	\$2,500.00	\$2,500	\$1,000.00	\$1,000	\$1,000.00	\$1,000		\$0		\$0		\$0		\$0	
4	Trench Plug and Drain	EA	5	\$1,000.00	\$5,000	\$1,200.00	\$6,000	\$1,000.00	\$5,000		\$0		\$0		\$0		\$0	
5	Hydroseeding	LS	1	\$5,000.00	\$5,000	\$2,200.00	\$2,200	\$2,000.00	\$2,000		\$0		\$0		\$0		\$0	
<b>DIVISION 33 - UTILITIES</b>																		
6	Abandon 4" Pipe On Site	LS	1	\$3,000.00	\$3,000	\$4,100.00	\$4,100	\$500.00	\$500		\$0		\$0		\$0		\$0	
7	PVC Well Site Piping and Fittings	LS	1	\$7,500.00	\$7,500	\$11,200.00	\$11,200	\$4,500.00	\$4,500		\$0		\$0		\$0		\$0	
8	4" 90 Degree ELL and Blind Flange	LS	1	\$500.00	\$500	\$1,300.00	\$1,300	\$1,250.00	\$1,250		\$0		\$0		\$0		\$0	
9	8" Tee and Blind Flange	LS	1	\$750.00	\$750	\$1,600.00	\$1,600	\$1,025.00	\$1,025		\$0		\$0		\$0		\$0	
10	1" Water Service to Well Building	LS	1	\$1,250.00	\$1,250	\$2,200.00	\$2,200	\$1,930.00	\$1,930		\$0		\$0		\$0		\$0	
11	2" Blowoff Assembly	EA	1	\$1,500.00	\$1,500	\$2,000.00	\$2,000	\$1,450.00	\$1,450		\$0		\$0		\$0		\$0	
12	8" Gate Valve	EA	1	\$2,500.00	\$2,500	\$1,800.00	\$1,800	\$1,600.00	\$1,600		\$0		\$0		\$0		\$0	
13	8" HDPE Piping	LF	620	\$75.00	\$46,500	\$92.00	\$57,040	\$82.00	\$50,840		\$0		\$0		\$0		\$0	
14	6" Steel Piping and Coating	LS	1	\$4,000.00	\$4,000	\$21,110.00	\$21,110	\$20,500.00	\$20,500		\$0		\$0		\$0		\$0	
15	Steel Tank Penetration and Coating	LS	1	\$10,000.00	\$10,000	\$23,000.00	\$23,000	\$16,100.00	\$16,100		\$0		\$0		\$0		\$0	
16	6" Triple Arch Flexible Joint	EA	1	\$2,500.00	\$2,500	\$2,000.00	\$2,000	\$2,100.00	\$2,100		\$0		\$0		\$0		\$0	
17	Pressure Switch	LS	1	\$1,500.00	\$1,500	\$23,000.00	\$23,000	\$27,500.00	\$27,500		\$0		\$0		\$0		\$0	
<b>TOTAL BASE BID: SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT</b>				\$105,000		\$167,350		\$156,295	See Note 1 Below	\$0		\$0		\$0		\$0		

Note 1: Whitaker Construction Group, Inc. listed a unit price of \$72,500 for Bid Item #13. The DE called to confirm that this was an error and should be \$27,500. At \$27,500 the sum of the individual bid items coincides with the written Total Base Bid on their bid form.

Signed Proposal Form		X	X				
Experience Qualifications Form		X	X				
Bid Schedule (acknowledge addenda, if any)		X	X				
Contractor's Licensing Statement		X	X				
List of Subcontractors		X	X				
Proof of Contractor and Subcontractor Registration with Department of Industrial Relations.		X	X				
List of Material or Equipment Suppliers		X	X				
Bid Security Form and Bid Bond		X	X				



## San Miguel Community Services District

### Board of Directors Staff Report

August 31, 2017

**AGENDA ITEM: XI.4**

**SUBJECT:** Review and approve Resolution 2017-46 authorizing the Director of Utilities to negotiate and purchase a replacement utility vehicle and equipment for the fire department not to exceed \$46,000 and a utility vehicle and equipment for water and wastewater not to exceed \$70,000.

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#### **STAFF RECOMMENDATION:**

Review and approve Resolution –46 authorizing the Director of Utilities to negotiate and purchase a replacement utility vehicle for the fire department not to exceed \$42,000 and a utility vehicle for water and wastewater not to exceed \$70,000.

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#### **BACKGROUND:**

##### **FIRE DEPARTMENT**

Utility 8601 replacement

This truck was bought used and is currently 13 years old with over 120,000 miles. This vehicle has seen numerous major repairs and is currently in need of some suspension repairs.

Based on the Vehicle assessment program, this vehicle should be replaced as soon as possible.

Based on the direction of the Fire department this vehicle should be replaced with a similar vehicle for use as a duty response vehicle.

This vehicle will likely be retained and used as a utility for in town use by fire personnel to complete inspections and fire prevention activities. It also be available for use to travel to classes and other fire training. Once it reaches a point where it needs more repairs then the need to replace it or simply surplus it will be assessed. If it sees limited “around town” use, then it may last several more years.

At July meeting this item was discussed and there was a Board consensus to return with a proposal to replace this vehicle. At that meeting it was estimated that the replacement would cost approximately \$40,000 and be paid from Fire Capital Reserve (Fire Impact fees/ OES Reimbursements)



At this time, we are asking for the Board to authorize the Director of Utilities to negotiate for a replacement of the 2004 Ford F150 with a comparable vehicle. We are requesting that the Board authorize \$40,000 for the replacement vehicle and \$6,000 for a camper shell, radio, striping, and emergency lighting.

In total, we are requesting authorization to spend up to \$46,000 from Fire Capital Reserve for the purchase and outfit of this replacement vehicle.

This truck has been budgeted in the 2017-18 budget at \$40,000. However, after receiving a few bids it is unlikely that we will be able to purchase a vehicle and outfit it for less than \$40,000. Thus, we are requesting that the cap be set at \$46,000 in total.

## **UTILITIES DEPARTMENT**

### **Water and Wastewater Utility Vehicle**

In the Utilities Department, with the increase in work load and recent purchase of equipment, there is an immediate need to purchase a 1 ton (or better) pickup, with a contractor bed. This new utility will be used to order to perform normal daily tasks, planned facility and infrastructure repairs, emergency repairs and to move equipment and materials around the district.

This utility vehicle is currently budgeted for \$70,000 in the 2017-18 budget. After initial pricing received we are confident that we can negotiate a price for the vehicle which is low enough that we can also purchase the necessary tools and equipment to outfit the truck. We are requesting that the Board authorize the Director of Utilities to negotiate for this utility vehicle up to a maximum of \$70,000 to be paid from the Water and Wastewater Capital Reserves equally.

## **FISCAL IMPACT**

Fire Capital Reserve \_ \$46,000 for the purchase of replacement vehicle and required equipment to outfit it. \$40,000 was initially budgeted in the FY 17-18 budget from Fire Capital reserve

Water and Wastewater Capital Reserve\_ \$70,000 for the purchase of the vehicle and required equipment to outfit it.

\$70,000 was budgeted in the FY 27-18 budget from capital reserve (\$35,000 from water and \$35,000 from Wastewater)

## **RECOMMENDATION**

We are recommending that the Board approve Resolution 2107-XX authorizing the Director of Utilities to negotiate best price on a replacement fire vehicle and equipment not to exceed \$46,000 and a utilities vehicle and equipment not to exceed \$70,000.

Having the authority to negotiate a price for these vehicles, potentially as a package may allow the district to purchase these vehicles at a reduced rate.

PREPARED BY:

*Kelly Dodds*

Kelly Dodds, Director of Utilities/ Assistant Fire Chief

Attachment:

**RESOLUTION NO. 2017-46**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE  
DIRECTOR OF UTILITIES TO PURCHASE TWO UTILITY VEHICLES.**

**WHEREAS**, San Miguel Community Services District (“District”) Board of Directors established a Capital Projects list which identified a replacement fire utility and a second water/wastewater utility as priorities for the 2017-18 fiscal year: and.

**WHEREAS**, the Board of Directors recognizes the need to replace the existing 2004 Ford Fire Utility with a new similar vehicle for the continued operation of the Fire Department; and

**WHEREAS**, the Board of Directors recognizes that the Board approved a FY 2017-18 budget approving \$40,000 for the purchase of a fire utility vehicle from Fire Capital Reserve; and

**WHEREAS**, the Board of Directors recognizes the need to purchase an additional utility for the Water and Wastewater departments to meet current and expected operational needs; and

**WHEREAS**, the Board of Directors recognizes that the Board approved a FY 2017-18 budget approving \$70,000 for the purchase of a water and wastewater utility vehicle from Water and wastewater Capital Reserves; and

**WHEREAS**, the District Board of Directors authorizes the Director of Utilities to negotiate and enter into contracts for the purchase of two utility vehicles, one for the Fire department not to exceed \$46,000 with equipment and one for the Water and wastewater not to exceed \$70,000 with equipment.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 31<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Anthony Kalvans, Board President

ATTEST:

\_\_\_\_\_  
Douglas L. White, District General Counsel



## San Miguel Community Services District Board of Directors

### Staff Report

August 31, 2017

ITEM: XI-5

**SUBJECT: Review and approve resolution 2017-43 approving a contract with Mike Roach Electric for the installation of a standby generator and transfer switch at the fire station at a cost not to exceed \$25,629.00**

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#### **RECOMMENDATION:**

It is recommended that the Board approve **RESOLUTION 2017-43** authorizing the Director of Utilities to enter into a contract with Mike Roach Electric for the installation of a standby generator and transfer switch at the fire station at a cost not to exceed \$25,629.00

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#### **BACKGROUND:**

Currently, the fire station has provision to connect a portable generator that will power some functions of the fire station. However, as the years have passed and the operations in the fire station has changed, not all the essential equipment (computers, servers, lights, doors, etc) are on these generator circuits.

In order to use the portable generator, someone has to get the trailer mounted generator from the Wastewater Treatment Plant, bring it to the station and connect it. They also have to be able to get into the back office to switch to the generator power. Once that's done someone has to remain at the station to maintain the generator and make sure no one walks off with it. Overall this is a cumbersome process to partially power the station.

With the increase in fire calls and changes in station activity, office staff, additional computers and servers, (including the SCADA server) it is necessary to change from powering only a couple plugs and lights to being able to power the entire station. With that change from depending on personnel to be able to bring the generator to the station, to having immediate automatic power without intervention by district personnel.

The need for backup power had become a very evident issue with SCADA in June, when there was a power failure that ended up lasting several hours. The backup batteries for the SCADA server were designed to last an hour and after that no alarms can be sent, and no data can be retrieved as to the status of the water and wastewater systems. In this case an operator had to come to the district on overtime and monitor the system in person until the power was restored.

With the changes in operations both in the Fire Department and in the Office, it is increasingly important to be able to maintain normal operation in a power outage. Due to these changes and the importance of the SCADA system we are left to find a means of additional backup power, through additional backup batteries or through a backup generator. A quote was received from TESCO to augment the backup batteries that currently service the SCADA servers, that quote was to increase the backup time from less than 1 hour to 2 hours, at a cost of \$7,000.

Due to the importance of SCADA and the need to have constant access to the SCADA network both for alarms and for data acquisition, it is becoming imperative that there is constant power at the Fire Station. Especially as more developments are completed and are placing a larger strain on the aging infrastructure. Those strains are going to begin surfacing as failures, and if they happen at well or wastewater sites then the sooner an alarm is received the sooner a mitigative effort can begin, potentially thwarting further damage to equipment or fines from spills.

### **Budgeting**

In the 2017-18 Capital projects list a backup generator was identified under Fire as #5 and allocated \$30,000.

--The *Capital projects list* is the list of projects that were identified by staff and reviewed by the Board as priorities for the next two years. —

--*Capital Reserves* are monies (connection fees, Fire impact fees, Etc.) that are collected or set aside for the purposes of carrying out Capital Improvements, replacements, or equipment purchases. --

Because the generator will serve more than just the Fire Department, and due to the need for Water and Wastewater to spend at least \$7,000 to increase the backup power for SCADA. It is proposed that Fire, Water and Wastewater split the cost of this standby generator equally (\$8,543 each). The installation of a standby generator will provide continuous power to the station allowing continued emergency and business operations in the event of a power outage.

Five electrical contractors were solicited for bids on this project, however only 2 responded and only Mike Roach Electric provided a responsive bid for the proposed work.

### **FISCAL IMPACT:**

Total cost is \$25,629 to be paid from Fire Impact Fees, Water and Wastewater Capital reserves (\$8,543 from each fund)

### **Recommendation:**

It is recommended that the Board approve resolution 2017-43 authorizing the Director of Utilities to enter into a contract with Mike Roach Electric for the installation of a standby generator and transfer switch at the fire station at a cost not to exceed \$25,629.00

PREPARED BY:

Kelly Dodds

Director of Utilities

**Attachment:** RESOLUTION 2017-43  
Bid from Roach Electric  
Generator specification  
Quote from Tesco for Battery Backup

**RESOLUTION NO. 2017-43**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A CONTRACT  
WITH MIKE ROACH ELECTRIC FOR THE INSTALLATION OF A STANDBY  
GENERATOR AT THE FIRE STATION.**

**WHEREAS**, San Miguel Community Services District (“District”) Board of Directors established a Capital Projects list which identified a standby generator at the fire station as a priority for the 2017-18 fiscal year: and.

**WHEREAS**, the Board of Directors recognizes the need to provide emergency backup power to the fire station for fire operations; and

**WHEREAS**, the Board of Directors recognizes the need to provide backup power to the fire station for the continued normal operation of the front office as well as for the SCADA servers; and

**WHEREAS**, the District Board of Directors authorizes the Director of Utilities to enter into a contract with Mike Roach Electric for an amount not to exceed \$25,629.00 for the installation of a Standby Generator at the fire station.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 31<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Anthony Kalvans, Board President

ATTEST:

\_\_\_\_\_  
Douglas L. White, District General Counsel

**MIKE ROACH ELECTRIC INC**

4759 MEADOW LARK LANE  
PASO ROBLES, CA 93446  
Phone: 805-227-6714  
Fax: 805-227-6144  
CA. LIC. # 483755

# Bid Proposal

**TO:** SAN MIGUEL CSD  
1150 MISSION ST.  
SAN MIGUEL, CA 93451

**JOB:** SAN MIGUEL CSD OFFICE 48KW GENERATOR  
SAN MIGUEL CSD  
Bid Date: **2/10/2017 REVISED ON: 8/3/17**

**Work Description: INSTALL 48 KW STANDBY GENERATOR**

- 1) INSTALL 200A AUTO TRANSFER SWITCH NEXT TO EXISTING METER PANEL. FEED EXISTING 200A MAIN SERVICE THROUGH NEW ATS SWITCH.
- 2) INSTALL NEW 48 KW WATER COOLED PROPANE GENERATOR. INSTALL CONDUIT AND WIRE FROM NEW GENERATOR TO ATS SWITCH.
- 3) REMOVE EXISTING EMERGENCY PANEL AND GENERATOR RECEPTACLE.
- 4) ROUTE ALL EMERGENCY PANEL CIRCUITS TO 225A PANEL AND LABEL.
- 5) START UP AND TEST SYSTEM.

<b>ORIGINAL PRICE FOR THE ABOVE WORK:</b> .....	<b>\$24,629.00</b>
<b>GENERATOR COST INCREASE:</b> .....	<b>\$ 1,000.00</b>
<b>NEW TOATAL PRICE FOR THE ABOVE WORK:</b> .....	<b>\$25,629.00</b>

**THIS BID GOOD FOR THIRTY DAYS**

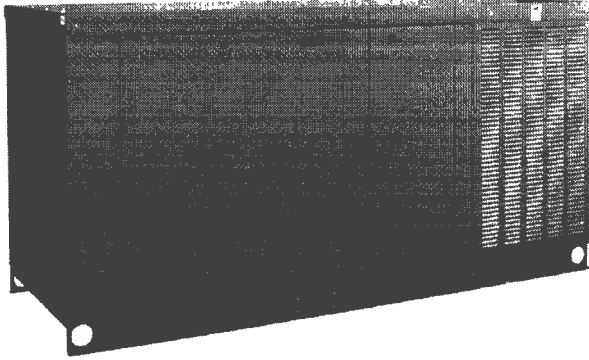
**Exclusions:**

- 1) PERMIT
- 2) CONCRETE PAD FOR NEW GENERATOR.
- 3) TRENCH, GAS LINE AND CONNECTION TO PROPANE SYSTEM.

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_





**The Kohler® Advantage**

- **High Quality Power**  
Kohler home generators provide advanced voltage and frequency regulation along with ultra-low levels of harmonic distortion for excellent generator power quality to protect your valuable electronics.
- **Extraordinary Reliability**  
Kohler is known for extraordinary reliability and performance and backs that up with a premium 5-year or 2000 hour limited warranty.
- **All-Aluminum Sound Enclosure**
- **Fast Response**  
Kohler's Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth permanent magnet (PM)-excited alternator.
- **Quiet Operation**  
Kohler home generators provide quiet, neighborhood-friendly performance.

**Standard Features**

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The generator set accepts rated load in one step.
- A standard five-year limited warranty covers all systems and components.
- Quick-ship (QS) models with selected features are available. See your Kohler distributor for details.
- RDC2 Controller
  - One digital controller manages both the generator set and transfer switch functions (with optional Model RXT ATS).
  - Designed for today's most sophisticated electronics.
  - Electronic speed control responds quickly to changing demand.
  - Digital voltage regulation protects your valuable electronics from harmonic distortion and unstable power quality.
- Engine Features
  - Powerful and reliable GM 5.0 L liquid-cooled engine
  - Electronic engine management system.
  - Simple field conversion between natural gas and LP vapor fuels while maintaining emission certification.
- Innovative Cooling System
  - Electronically controlled fan speeds minimize generator set sound signature.
- Approved for stationary standby applications in locations served by a reliable utility source.
- Certifications
  - The 60 Hz generator set engine is certified by the Environmental Protection Agency (EPA) to conform to the New Source Performance Standard (NSPS) for stationary spark-ignited emissions.
  - UL 2200 listing is available (60 Hz only).
  - CSA certification is available (60 Hz only).
  - Accepted by the Massachusetts Board of Registration of Plumbers and Gas Fitters.

**Generator Set Ratings**

Alternator	Standby Ratings						
	Voltage	Ph	Hz	Natural Gas		LPG	
				kW/kVA	Amps	kW/kVA	Amps
4P7BX	120/208	3	60	48/60	167	50/63	173
	127/220	3	60	48/60	157	50/63	164
	120/240	3	60	46/58	138	48/60	144
	277/480	3	60	48/60	72	50/63	75
	220/380*	3	50	38/48	72	39/49	74
	230/400	3	50	38/48	69	40/50	72
4Q7BX	240/416*	3	50	38/48	66	40/50	69
	120/240	1	60	48/48	200	48/48	200

\* 50 Hz models are factory-connected as 230/400 volts. Field-adjustable to 220/380 or 240/416 volts by an authorized service technician.  
 RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads with an average load factor of 80% for the duration of a power outage. No overload capacity is specified for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. GENERAL GUIDELINES FOR DERATING: *Altitude:* Derate 1.3% per 100 m (328 ft.) elevation above 200 m (656 ft.); *Temperature:* Derate 3.0% per 10° C (18°F) temperature above 25°C (77°F). Availability is subject to change without notice. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler generator distributor for availability.

# Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	4, 120/240
4Q7BX	12, Reconnectable
4P7BX	Solid State, Volts/Hz
Voltage regulator	NEMA MG1
Insulation:	Class H
Material	130°C, Standby
Temperature rise	1, Sealed
Bearing: quantity, type	Flexible Disc
Coupling	Full
Amortisseur windings	Full
Voltage regulation, no-load to full-load	± 1.0% RMS
Unbalanced load capability	100% of Rated Standby Current
One-step load acceptance	100% of Rating
Peak motor starting kVA:	(35% dip for voltages below)
480 V, 400 V 4P7BX (12 lead)	180 (60 Hz), 136 (50 Hz)
240 V 4Q7BX (4 lead)	113 (60 Hz)

- The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
- Brushless, rotating-field alternator.
- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Total harmonic distortion (THD) from no load to full load with a linear load is less than 4%.

## Application Data

### Engine

Engine Specifications	60 Hz	50 Hz
Manufacturer	General Motors	
Engine: model, type	Industrial Powertrain Vortec 5.0 L, 4-Cycle Natural Aspiration	
Cylinder arrangement	V-8	
Displacement, L (cu. in.)	5.0 (305)	
Bore and stroke, mm (in.)	94.9 x 88.4 (3.74 x 3.48)	
Compression ratio	9.4:1	
Main bearings: quantity, type	5, M400 Copper Lead	
Rated rpm	1800	1500
Max. power at rated rpm, kW (HP)	66.4 (89)	54.5 (73)
Piston speed, m/min. (ft./min.)	318 (1044)	265 (870)
Cylinder head material	Cast Iron	
Piston type and material	High Silicon Aluminum	
Crankshaft material	Nodular Iron	
Valve (exhaust) material	Forged Steel	
Governor type	Electronic	
Frequency regulation, no-load to full-load	Isochronous	
Frequency regulation, steady state	±1.0%	
Frequency	Fixed	
Air cleaner type	Dry	

### Engine Electrical

Engine Electrical System	
Ignition system	Electronic
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	70
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Qty., rating for -18°C (0°F)	One, 630
Battery voltage (DC)	12
Battery group size	24

### Exhaust

Exhaust System	60 Hz	50 Hz
Exhaust manifold type	Dry	
Exhaust flow at rated kW, m <sup>3</sup> /min. (cfm)	13.3 (468)	10.6 (375)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	716 (1320)	
Maximum allowable back pressure, kPa (in. Hg)	10.2 (3.0)	
Exhaust outlet size at engine hookup, mm (in.)	63 (2.5) OD	

### Fuel

Fuel System	
Fuel type	LP Gas or Natural Gas
Fuel supply line inlet	1 in. NPT
Natural gas fuel supply pressure, kPa (in. H <sub>2</sub> O)	1.74-2.74 (7-11)
LPG vapor withdrawal fuel supply pressure, kPa (in. H <sub>2</sub> O)	1.24-2.74 (5-11)

Fuel Composition Limits *	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C <sub>4</sub> and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass	25 max.	
Lower heating value, MJ/m <sup>3</sup> (Btu/ft <sup>3</sup> ), min.	33.2 (890)	84.2 (2260)

\* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.

### Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	4.3 (4.5)
Oil pan capacity with filter, L (qt.)	4.7 (5.0)
Oil filter: quantity, type	1, Cartridge

# Application Data

## Cooling

Radiator System	60 Hz	50 Hz
Ambient temperature, °C (°F)	45 (113)	
Radiator system capacity, including engine, L (gal.)	17 (4.5)	
Engine jacket water flow, Lpm (gpm)	117.3 (31)	98.4 (26)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	48.4 (2750)	42.9 (2440)
Water pump type	Centrifugal	
Fan diameter, mm (in.)	qty. 3 @ 406 (16)	
Fan power requirements (powered by engine battery charging alternator)	12VDC, 18 amps each	

## Operation Requirements

Air Requirements	60 Hz	50 Hz
Radiator-cooled cooling air, m <sup>3</sup> /min. (scfm) <sup>†</sup>	51 (1800)	51 (1800)
Combustion air, m <sup>3</sup> /min. (cfm)	4.5 (159)	3.7 (132)
Air over engine, m <sup>3</sup> /min. (cfm)	25 (900)	25 (900)

<sup>†</sup> Air density = 1.20 kg/m<sup>3</sup> (0.075 lbm/ft<sup>3</sup>)

## Fuel Consumption<sup>‡</sup>

Natural Gas, m <sup>3</sup> /hr. (cfh) at % load	60 Hz	50 Hz
100%	19.8 (699)	15.8 (559)
75%	16.9 (598)	13.5 (478)
50%	13.0 (461)	10.4 (368)
25%	9.1 (321)	7.3 (257)
Exercise	4.2 (147)	4.2 (147)

LP Gas, m <sup>3</sup> /hr. (cfh) at % load	60 Hz	50 Hz
100%	8.0 (283)	6.4 (226)
75%	6.7 (235)	5.3 (188)
50%	5.0 (175)	4.0 (140)
25%	3.4 (121)	2.7 (97)
Exercise	1.5 (54)	1.5 (54)

<sup>‡</sup> Nominal Fuel Rating: Natural gas, 37 MJ/m<sup>3</sup> (1000 Btu/ft<sup>3</sup>)  
LP Vapor, 93 MJ/m<sup>3</sup> (2500 Btu/ft<sup>3</sup>)

LP vapor conversion factors:  
8.58 ft.<sup>3</sup> = 1 lb.  
0.535 m<sup>3</sup> = 1 kg.  
36.39 ft.<sup>3</sup> = 1 gal.

## Sound Enclosure Features

- Sound-attenuating enclosure uses acoustic insulation that meets UL 94 HF1 flammability classification and repels moisture absorption.
- Internally mounted critical silencer.
- Skid-mounted, aluminum construction with two removable access panels.
- Fade-, scratch-, and corrosion-resistant Kohler® cashmere powder-baked finish.

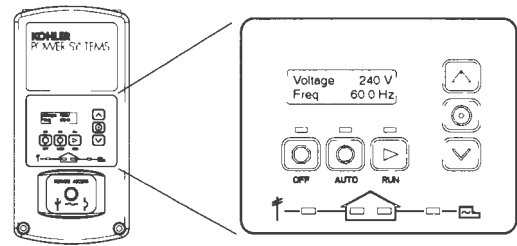
## Sound Data

Model 48RCL 8 point logarithmic average sound levels are 58 dB(A) during weekly engine exercise and 61 dB(A) during full-speed generator diagnostics and normal operation. The lowest point sound levels are 56 dB(A) and 60 dB(A) respectively as compared to competitor ratings.\*

All sound levels are measured at 7 meters with no load.

\* Lowest of 8 points measured around the generator. Sound levels at other points around generator may be higher depending on installation parameters.

## RDC2 Controller



The RDC2 controller provides integrated control for the generator set, Kohler® Model RXT transfer switch, programmable interface module (PIM), and load control module (LCM).

The RDC2 controller's 2-line LCD screen displays status messages and system settings that are clear and easy to read, even in direct sunlight or low light.

## RDC2 Controller Features

- Membrane keypad:
  - OFF, AUTO, and RUN pushbuttons
  - Select and arrow buttons for access to system configuration and adjustment menus
- LED indicators for OFF, AUTO, and RUN modes
- LED indicators for utility power and generator set source availability and ATS position (Model RXT transfer switch required)
- LCD screen:
  - Two lines x 16 characters per line
  - Backlit display with adjustable contrast for excellent visibility in all lighting conditions
- Scrolling system status display
  - Generator set status
  - Voltage and frequency
  - Engine temperature
  - Oil pressure
  - Battery voltage
  - Engine runtime hours
- Date and time displays
- Smart engine cooldown senses engine temperature
- Digital isochronous governor to maintain steady-state speed at all loads
- Digital voltage regulation: ± 1.0% RMS no-load to full-load
- Automatic start with programmed cranking cycle
- Programmable exerciser can be set to start automatically on any any future day and time, and to run every week or every two weeks
- Exercise modes
  - Unloaded exercise with complete system diagnostics
  - Unloaded full-speed exercise
  - Loaded full-speed exercise (Model RXT ATS required)
- Front-access mini USB connector for SiteTech™ connection
- Integral Ethernet connector for Kohler® OnCue®
- Built-in 2.5 amp battery charger
- Remote two-wire start/stop capability for optional connection of Model RDT or RSB transfer switches

See additional controller features on the next page.

### Additional RDC2 Controller Features

- Diagnostic messages
  - Displays diagnostic messages for the engine, generator, Model RXT transfer switch, programmable interface module (PIM), and load control module (LCM)
  - Over 70 diagnostic messages can be displayed
- Maintenance reminders
- System settings
  - System voltage, frequency, and phase
  - Voltage adjustment
  - Measurement system, English or metric
- ATS status (Model RXT ATS required)
  - Source availability
  - ATS position (normal/utility or emergency/generator)
  - Source voltage and frequency
- ATS control (Model RXT ATS required)
  - Source voltage and frequency settings
  - Engine start time delay
  - Transfer time delays
  - Fixed pickup and dropout settings
  - Voltage calibration
- Programmable Interface Module (PIM) status displays
  - Input status (active/inactive)
  - Output status (active/inactive)
- Load control module (LCM) menus
  - Load status
  - Test function

### Generator Set Standard Features

- Aluminum sound enclosure with enclosed silencer
- Battery rack and cables
- Electronic, isochronous governor
- Flexible fuel line
- Gas fuel system (includes fuel mixer, electronic secondary gas regulator, two gas solenoid valves, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral vibration isolation
- Line circuit breaker
- Oil drain extension
- Operation and installation literature
- RDC2 controller with built-in battery charger
- Standard five-year or 2000 hour limited warranty

### Available Options

#### Approvals and Listings

- UL 2200 Listing (60 Hz only)
- CSA Approval (60 Hz only)

#### Communication Accessories

- OnCue® Plus Generator Management System for remote monitoring (see specification sheet G6-140)
- OnCue® Plus Wireless Generator Management System for remote monitoring (see specification sheet G6-137)

#### Electrical System

- Battery
- Battery Heater

#### Starting Aids

- Block Heater  
[recommended for ambient temperatures below 0°C (32°F)]

#### Controller Accessories

- Programmable Interface Module (PIM)  
(provides 2 digital inputs and 6 relay outputs)
- Load Control Module (LCM)  
(provides 4 power relays and 2 HVAC relays)

#### Transfer Switch

- Model RXT Automatic Transfer Switch (see G11-121)
- Model RDT Automatic Transfer Switch (see G11-98)
- Model RSB Automatic Transfer Switch (see G11-101)

#### Miscellaneous

- Rated Power Factor Testing

#### Literature

- General Maintenance Literature Kit
- Overhaul Literature Kit
- Production Literature Kit

#### Other Options

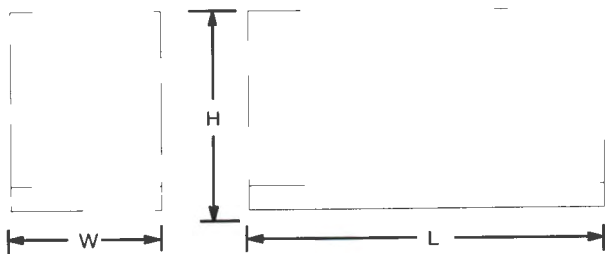
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### Dimensions and Weights

Overall Size, L x W x H, mm (in.): 2280 x 836 x 1147  
(89.8 x 32.9 x 45.2)

Shipping Weight, wet, kg (lb.): 862 (1900)

Weight includes generator set with engine fluids and 4Q10X alternator, sound enclosure, and silencer.



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

**DISTRIBUTED BY:**

To: San Miguel Community Service District (SMCSD)  
Attn: Kelly Dodds  
Re: San Miguel Community Service District (SMCSD)  
Additional UPS Batteries

Quote Date: 7/25/17  
Quote No.: 17G132Q01

Dear Kelly:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following Time-&-Material (T&M) services and Rate(s) for rendering the proposed services.

### Project Objective & Understanding

The objective of this project is to increase the TESCO-provided UPS runtime from existing to approximately two (2) hours.

### Scope of Work

Included in this quotation are two (2) additional batteries for the TESCO-provided UPS previously supplied under TESCO job number T-45073. TESCO will additionally provide a Field Service Engineer and a SCADA Engineer to provide onsite server rack reconfiguration and retrofit of the new UPS batteries.

### Scope of Supply

Item	Qty	Description
1	1	<b>New Hardware</b> to include: <ul style="list-style-type: none"> <li>Two (2) UPS Batteries</li> </ul>
2	Lot	<b>Professional Services:</b> <ul style="list-style-type: none"> <li>Project Management</li> <li>Engineering – bill of materials, revised documentation, and project records</li> <li>SCADA Programming – onsite server rack reconfiguration, battery retrofit, product commissioning</li> <li>Field Service – onsite server rack reconfiguration, battery retrofit, product commissioning</li> </ul>
		<b>TOTAL ESTIMATE/ALLOWANCE: \$7,000.00</b>

The above quotation is based on TESCO’s current Standard Rates. The above-mentioned estimate is quoted with a “Not to Exceed” value. The hours rendered for this project will be recorded and only those hours incurred will be billed in addition to the cost of any pre-authorized hardware/material provided. Please note that actual total hours/costs incurred may be less than estimated above at project completion and will be billed accordingly.

### Provisions

- Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime at one and one-half the standard rate is billed for services outside the normal working hours, excluding weekends and holidays
- Saturday working hours is billed at two times the standard rates.
- Sunday working hours is billed at three times the standard rates.
- Holiday working hours is billed at three times the standard rates.

- The above rates are billed one-hour minimum and in 30-minute increments.
- Portal-to-portal travel time is billed at the indicated hourly rate, plus mileage.
- Actual travel expenses (airfare, ground transportation, lodging, meals, etc.) are billed at cost plus 20%.
- Authorized parts and components or any third party services will be billed separately at cost plus 20%. (Delivery based on manufacturer or service provider availability).

## Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Unless otherwise stated, quote is for **technical services only** and does not include trade labor.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, which does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS, INC.



Alex Leeth  
Technical Sales  
aleeth@tescocontrols.com



## San Miguel Community Services District Board of Directors

### Staff Report

August 31, 2017

ITEM: XI-6

**SUBJECT: Review and Discuss Street Lighting within the San Miguel CSD Boundaries.**

---

#### **RECOMMENDATION:**

The Board Should Discuss street lighting within the San Miguel CSD boundaries and provide direction to staff on how and when to proceed.

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#### **BACKGROUND:**

The San Miguel CSD operates street lights within its district boundaries. Generally, those street lights are at interesting streets but some are in alleyways and at intersections between alleys and streets. Currently the District does not operate any street lights on the San Lawrence Terrace, though there is one street light on the terrace that the District installed, shut down and then was subsequently turned back on by a property owner.

With the exception of the 24 decorative street lights on Mission street all the street lights are owned and maintained by PG&E. The district is in an agreement with PG&E for this service. The District pays a monthly Fee to PG&E of approximately \$23.00 per street light, for the power and ongoing maintenance of the PG&E owned street lights.

Generally, PG&E will install new street lights for \$500.00 or less if the following exists. There must be an existing wood pole, with existing power on it that is sufficient to power the light. Not all power poles that have power lines have the single phase 220 volts needed for the lights. Some poles have higher voltages that need to be stepped down in order to be usable which requires a transformer.

If a pole needs to be installed, an/ or power needs to be brought to the pole for the light then the cost to install that light grows dramatically. There is no good way to determine the cost to install a pole or bring power to the pole without having a location for each specific light to be installed. Because sites vary so much PG&E would have to evaluate each site separately and provide a cost for each site. Previously there have been estimates ranging from \$5,000 to \$25,000 for the installation of a single street light depending on location. It should also be noted that the new district standard requires the installation of steel poles in new development, so if the district wants

to install a street light in a newer development then the cost rise dramatically as all the power needs to be undergrounded. For the installation of a street light in an area where power is already undergrounded it may cost upwards of \$30-50,000 or more depending on where the power needs to come from and how much concrete and asphalt needs to be replaced.

Over the last few years, street lighting has been discussed several times. Each time with a similar conclusion, that we need to add more street lights at various locations throughout the district.

Each time Street lighting came back up for discussion it was due to some increase in criminal activity and each time the Board agreed that the district should install more street lights to help curb criminal activity in the district.

However, for the past few years the district has been short staffed, and still is, which meant that we weren't able to dedicate the staff time in dark hours to seeking out locations for lights. On several occasions directors offered to provide locations that they felt needed to be better lit but those did not materialize. That is except for the intersection of Mission street and River Road where 3 new lights were installed.

At the August 9<sup>th</sup>, special board meeting the Board asked that the community, and neighborhood watch group, provide any information on locations that they felt needed more lighting so that those locations could be investigated and proposed to the board for light installation.

Although the safety of the citizen of this community is a high priority for the Board as well as the District Staff, in order to locate sites for new lights we need the input of the Board and Citizen.

If there are sites that anyone would like to consider then those locations can be provided to District Staff and will all be investigated. Once we have enough information to bring back to the board for approval of the funds and locations they will be brought back. Due to the amount of time both for District Staff and PG&E Staff locations will need to be brought back in groups to make the best use of resources.

**FISCAL IMPACT:**

There is no additional cost to discuss street lights, however there will be staff time required to determine sites, site viability, and if sites are selected to have lights installed, depending on the number and location there may be significant cost associated with installing those lights.

**Recommendation:**

The Board should review and discuss street lighting with in the district and provide direction to staff.

PREPARED BY:

Kelly Dodds

Director of Utilities





# San Miguel Community Services District

## Board of Directors Staff Report

August 31, 2017

AGENDA ITEM: XI - 7

**SUBJECT:** Review and discuss the proposed San Miguel Community Services District Board Members' Handbook

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### **STAFF RECOMMENDATION:**

Review and discuss the proposed San Miguel Community Services District Board Members' Handbook.

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### **BACKGROUND:**

The San Miguel Community Services District ("District") staff has developed a handbook for members of the Board of Directors ("Board") ("Handbook"). The Handbook will serve as a reference on adopted practices and procedures pertaining to Board and other District meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters. The Handbook will assist Board members by documenting accepted practices and clarifying expectations.

The Handbook clearly outlines the duties, responsibilities, and privileges associated with holding office as a District Board member. The District will provide the Handbook to newly elected Board members, which will facilitate their transition into public office.

### Board Comments/Concerns

The version of the Handbook before the Board for review is the result of several exchanges, revisions, and discussions with the former Organizations and Personnel Committee, the former General Manager, and General Counsel. Individual Board members have provided the following questions and comments to the General Counsel regarding the content of the Handbook:

1. A Board member has requested the discussion of committee members, the use of committee member alternates, and a description of this process.
  - a. The District is not large enough to have rotating alternate members. This language is advisable when public agencies have 10+ committee members. Since the District only has 2 Board members on each committee, this may not be the best process to follow, since serving on committees is a requirement of Board members. However, since there are no longer any standing committees, those references were removed. It is clear in the Handbook that, should the Board wish to bring back the committees, it can do so by resolution. If this occurs, General Counsel will add those relevant sections back into the Handbook.
  
2. A Board member requested to donate his Board member stipend to a charity. Is this allowed? (See p. 7 of the Handbook)
  - a. Government Code section 61047 only allows board members to waive their stipends. There is no provision allowing assignment to a charitable organization, as potential conflict of interests may occur with a public agency providing charitable donations. Board members may, however, directly give their stipend to a charitable organization.
  
3. A Board member requested that the Handbook make clear that the Board, in addition to the General Manager, will always be apprised of current, relevant court rulings and legislation as it pertains to the District. (See p. 15 of the Handbook)
  - a. Language was added to Chapter 7, Section D, of the Handbook to reflect this request.
  
4. A Board member asked who can request an item to be added to the Board's agenda; specifically, can the public request an item to be added to the Board's agenda? (See p. 25 of Handbook)
  - a. Typically, members of the public would request an item to be placed on the agenda through a Board member.

5. A Board member had a concern regarding the distinction between Chapter 11, Section D, and Chapter 9, Section C, concerning when items are placed on the agenda. (See pp. 26 and 35 of the Handbook)
  - a. A Board member would ask to place an item on a future agenda during a meeting if a member of the public raised a concern during public comment, which the Board member would like to discuss further at a future meeting.
6. A Board member would like to know whether members of the public may distribute materials during a public hearing.
  - a. Members of the public may only distribute printed material to the Board members. Typically, the speaker during public hearing would provide the documents to the General Manager, who would then distribute the materials to the Board members. Denying an individual to distribute printed materials to the Board members could be seen as an infringement on First Amendment rights.

#### General Counsel Comments/Questions

The General Counsel has the following comments/questions pertaining to current District policies and practices for inclusion in the final version of the Handbook:

1. Does the District have an Emergency Operations Plan? If not, would it like the General Counsel to draft one?
2. Does the District currently have an Ethics and Civility Code? If not, would it like the General Counsel to draft this code and include it in the Handbook?
3. Chapter 10, Section B(2), references a Town Hall or Community Meetings. Does the Board envision this occurring at the District? If not, it can be removed from the Handbook. (See p. 30 of the Handbook)
4. Chapter 13, Section G, discusses Decorum during Board meetings. It indicates that if these Decorum rules are violated, the District may instruct the Chief of Police to enforce the rules, order an individual to sit and refrain from addressing the Board, or remove the disruptive person from the meeting. Since the District does not have a police department, would the Board like this to refer to the Sheriff's office? (See pp. 46-48 of the Handbook)

#### **Fiscal Impact:**

Review and discussion of the proposed Handbook will have no fiscal impact on the District at this time.

{CW046275.5}

**Staff Recommendation:**

Review and discuss the proposed San Miguel Community Services District Board Members' Handbook.

PREPARED BY:

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Douglas L. White, District General Counsel

Attachment:

Exhibit A: San Miguel Community Services District Board Members' Handbook (Draft)

# San Miguel Community Services District



## Board Members' Handbook

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**PART I: ADMINISTRATIVE GUIDELINES**

# Chapter 1: Introduction & Overview

## **A. Purpose of San Miguel Community Services District Board Member's Handbook**

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board members and other elected or appointed officials, and other related matters.

The Handbook supersedes any other handbooks which govern the Board, committees, or Advisory Groups.

## **B. Overview of Basic Documents**

This Handbook is a summary of important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

### **1. California Government Code**

The California Government Code contains many requirements for the operation of local government and administration of public meetings throughout the state. Many of these requirements, such as open meeting laws, is to ensure there is broad awareness of such requirements. The District is a "special district" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.<sup>1</sup>

### **2. Annual Budget**

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

### **3. Emergency Operations Plan**

The District is in the process of drafting an emergency plan entitled "Emergency Operations Plan", which will describe actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The

Board may be called upon during an emergency to establish policies related to the specific incident.

### **C. Orientation of New District Officials**

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for members to tour facilities and meet with key staff. At any time if there are facilities or programs about which Board members would like more information, arrangements will be made to increase awareness of these operations.

### **D. Board Member Qualifications**

Each Board member shall not hold an incompatible office. Each Board member shall hold office and discharge his or her duties with loyalty. Each Board member shall attend all regular and special meetings of the Board, unless there is good cause. Removal or replacement of a Board member shall be governed by the requirements set out in Government Code §§ 1770-1782 and outlined in detail in Chapter 8 of this Handbook.

### **E. Basic Definitions**

1. Chair/Presiding Officer is the individual authorized by law or District policy to oversee, direct and preside over the public meeting of the Board or any other District committee.
2. Board of Directors is the governing body of the District, comprised of four (4) directors and one (1) President of the Board. Each Board member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board members shall take office at noon on the first Friday in December following their election.
3. District Official is any elected or appointed member of the Board or District committee established by resolution or Board policy.

## Chapter 2: Board—General Powers and Responsibilities

### **A. Board Authority**

The Board is the unit of authority within the District. Board members have no individual authority. As individuals, Board members may not commit the District to any policy, act, or expenditure. Board members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to professional District staff members.

### **B. Board Functions**

The Board is the legislative body of the District; its members are the community's decision makers. Power is centralized in the elected Board collectively and not in an individual Board member. The Board approves the budget and determines the public services to be provided and the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

### **C. Board President and Vice-President Functions**

#### **1. President**

The President is to preside at all meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President is also recognized as the official head of the District for all ceremonial purposes. The President shall be selected by the Board annually in December.

#### **2. Vice-President**

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

### **D. Appointment of General Manager and District Counsel**

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

#### **1. General Manager**

Is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for the efficient administration of all the affairs of the District, which are under the General Manager's control. The General Manager shall also be responsible for the duties outlined in the Government Code.<sup>2</sup>

**2. District Counsel**

District Counsel services will be provided by contract. The District Counsel attends all Board meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

**E. Role in Emergency**

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District is currently in the process of drafting an "Emergency Operations Plan" by and which the role of Board members and District staff will be explained.

**F. Standing Committees**

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

## Chapter 3: Board Administrative Support

### **A. Requests for Research or Information**

Board members may request information or research from the General Manager on a given topic. All Board member requests for research or information should only be directed to the General Manager and not directly to a District staff member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

### **B. Inappropriate Actions**

The Board has delegated the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board member. The General Manager will discuss with the Board member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.



## Chapter 4: District Finances

### **A. Board Member Compensation**

Pursuant to Government Code section 61047, Board members are authorized to receive up to One Hundred Dollars (\$100.00) for each day of attending meetings, limited to six (6) days in one (1) month, and all other expenses incurred.

Board members may waive their stipends as provided by state law<sup>3</sup>, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

### **B. Expenditure Allowance**

The annual District budget may include an expenditure allowance for expenses necessary for members to undertake official District business. Eligible expenses include travel expenses, including meals for Board members, and mileage reimbursement, which are made for District business.<sup>4</sup> Donations to organizations are not eligible, nor are meals, for individuals other than Board members.

### **C. Expenditure Guidelines**

Any expense must be related to District affairs.<sup>5</sup> Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

## Chapter 5: Board Member Communications

### **A. Overview**

Perhaps the most fundamental role of a Board member is communication; communication with the public to assess community options and needs, and communication with staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when members are expressing personal views and not those of the Board, the public should be so advised.

When responding to constituent requests or concerns, Board members should respond to the individuals in a positive manner and route their questions to the General Manager.

### **B. Speaking “for the District”**

When Board members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual member.

### **C. Correspondence from Board Members**

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual members of Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by members of the Board:
  - a. Board members shall not write or send letters on District stationary or letterhead without Board approval.
  - b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board member.
  - c. Board members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board

position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board members are encouraged to notify or send copies of said endorsement to the full Board.

- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

#### **D. Confidential Issues**

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any member of the public, including the press.

#### **E. Local Ballot Measures**

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual members may take on ballot measures under California law.

#### **F. State Legislation, Propositions**

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

#### **G. Proclamations**

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g. Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board members do not issue proclamations but may request that the President issue a proclamation.

## Chapter 6: District Officials—Conflicts & Liability

### **A. Conflict of Interest**

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Written permission must be obtained before posting elected officials' home addresses or telephone numbers on the Internet.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

### **B. Political Reform Act**

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a public official has a conflict of interest, the public official must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the public official must leave the area where the discussion is taking place.

A public official has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally” on one (1) or more of the economic interests of the public official or a member of the public official's immediate family.<sup>6</sup>

As of 2016, economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand

Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more, and gifts of Four Hundred Sixty Dollars (\$460) or more provided to or received within one (1) year of the decision.<sup>7</sup> These dollar amounts are subject to annual increases. Please check with the District Counsel to verify the current dollar amounts.

Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.<sup>8</sup> If a Board member has a pro rata share interest in real property, in which the Board member or immediate family member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.<sup>9</sup>

Determining whether a Board member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest so that a formal four-step analysis of the potential conflict can be provided.

Government Code section 87105 states that a Board member who has a conflict of interest must recuse himself or herself and leave the room, unless the matter is on the consent calendar.<sup>10</sup> After it has been determined that a conflict of interest exists under the Political Reform Act, the following steps must take place:

**1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

**2. Recuse yourself from both the discussion and the vote on the matter.**

Recusal applies to all proceedings related to the matter

**3. Leave the room until the matter has been completed.**

The matter is considered complete when there is no further discussion, vote, or any other action.<sup>11</sup>

**Exceptions:** if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

The Fair Political Practices Commission (“FPPC”) has published lengthy regulations and opinions on conflicts of interest that are useful in determining whether a particular financial interest or decision could give rise to disqualification based on a potential conflict of interest. The FPPC also puts out informational pamphlets to assist public officials in determining what types of situations may give rise to prohibited conflicts of interest.

**C. Government Code Section 1090**

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official's personal attorney.

There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

#### **D. Conflict of Interest Forms**

Annual disclosure statements are required of all Board members and senior staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

#### **E. Ex Parte Communications**

All Board members may have "ex parte" communications – meaning communications outside the meeting forum. However, such communication should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board members' obligations under California State law.

#### **F. Liability**

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high profile services (e.g. fire, utilities), risk cannot be eliminated.

The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the

District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, or fraud.

**G. AB 1234 Training**

California State law requires the District to advise District Officials, subject to California's ethics education requirements, about their compliance options at least once a year.<sup>12</sup> The District will ensure that all District Officials will be provided the AB 1234 Ethics Training.

**H. AB 1661 Training**

Beginning January 1, 2017, the state law will require local agency officials to receive sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.<sup>13</sup>

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## Chapter 7: District Officials—Interaction with Staff and Officials

### **A. Overview**

Board policy is implemented through professional staff. Therefore, it is critical that the relationship between the Board and staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and staff, it is important that roles are clearly recognized.

### **B. Board-Manager Relationship**

#### **1. Employment Relationship Between the Board and the General Manager**

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District staff being directed, intentionally or unintentionally, by one (1) or more members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

#### **2. Evaluation**

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

#### **3. Open Communication**

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board members to provide information on various issues before the Board.

#### **4. Staff Roles**

The Board recognizes the primary functions of staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing staff directly, but should instead, submit any requests to the General Manager or District Counsel. Further, any comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual members of the Board to unduly direct, or



otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Board.

### **C. General Manager Code of Ethics**

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

### **D. Board-District Counsel Relationship**

#### **1. District Counsel**

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

#### **2. District Counsel Legal Responsibilities**

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and
- d. To keep the Board and staff apprised of court rulings and legislation affecting the legal interest of the District.

#### **3. District Counsel Representation**

It is important to note that the District Counsel does not represent individual Board members but the Board as a whole.

### **E. General Manager-District Counsel Relationship**

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

## **F. Access to Information and Communications Flow**

### **1. Objectives**

It is the responsibility of staff to ensure Board members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board members must avoid intrusion into those areas that are the responsibility of the staff. Individual Board members shall not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect staff from undue influence and pressure from individual Board members and to allow staff to execute priorities given by the General Manager on behalf of the Board as a whole without fear of reprisal.

### **2. Board Roles**

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business.

Individual members of the Board shall not make direct attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities. If a Board member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Board to do so as a matter of Board policy.

Board members also have a responsibility of information flow. It is critical that they make extensive use of staff reports, committee reports, and committee minutes. Board members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from staff, if necessary.

### **3. Access to Information**

Individual Board members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General

Manager or District Counsel will pass critical information to all Board members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

## **G. Dissemination of Information**

In cases where a staff response to an individual Board member request involves written materials which may be of interest to other Board members, the General Manager will provide copies of the material to all other Board members. In making this judgment, the General Manager will consider whether the information is significant, new, otherwise not available to the Board, or of interest to the Board.

## **H. Restrictions on Political Involvement by Staff**

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of staff in any level of political involvement through campaigns, fundraisers, or other means.

### **1. Staff Members**

By working for the District, staff members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

### **2. Management Staff**

The General Manager strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that staff are to provide an equal level of service to all members of the Board.

### **3. General Employees**

These employees have no restrictions while off the job, however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A

Board member asking staff to sign petitions or similar items can create an awkward situation.

## **I. General Conduct Expectations**

Board members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board members, the public, and District staff while in Board meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board meetings and community meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board members will be provided District e-mail addresses. Board members shall not use his or her personal e-mail address for District-related matters.

## Chapter 8: Leaving Office

### **A. Filling Board Vacancies**

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.<sup>14</sup> A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.<sup>15</sup> Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

#### **1. Appointing a New Member**

If the Board wishes to appoint a new member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.<sup>16</sup> Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.<sup>17</sup>

#### **2. Special Election**

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.<sup>18</sup> The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.<sup>19</sup>

#### **3. Intervention by the Board of Supervisors**

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.<sup>20</sup> If the County Board of Supervisors call for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.<sup>21</sup>

### **B. Conflicts of Interest While Leaving Office**

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.<sup>22</sup> However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

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**PART II: BOARD PROCEDURAL GUIDELINES**

## Chapter 9: Open Meetings—Brown Act

### A. Policy

#### 1. Introduction

The Board shall comply with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").<sup>23</sup>

#### 2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

##### a. Penalties.

The law provides for misdemeanor penalties for members of a body who violate the Brown Act.<sup>24</sup> Violations are also subject to civil action.<sup>25</sup>

##### b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

### B. Meetings

#### 1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board members attend.<sup>26</sup> Social functions do not fall under the Brown Act unless District business is discussed.

#### 2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any member of the Board or District staff contact more than two (2) Board members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

### C. Procedure

The following procedure shall be followed:

#### a. Posting the Agenda

Agendas for regular meetings must be made available seventy-two (72) hours in advance of the meeting in the District's office and must include the following:

- i. Time and location of the meeting.
  - ii. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.
  - iii. Public Comments Section. A section providing an opportunity for members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)
- b. Agenda Items  
Requests for items to appear on the Board's regular meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

#### **D. Actions**

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

#### **E. Ex Parte Communication**

Board members who have ex parte communications with a party that appears before them at the meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.



## Chapter 10: Board Meetings

### A. Board Meetings

#### 1. Regular Meetings

Regular meetings of the Board shall be held the fourth Thursday of each month, whereby closed session will commence at 6:00 p.m. and the regular meeting will commence at 7:00 p.m., at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

##### a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.<sup>27</sup>

##### b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.<sup>28</sup>

##### c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

#### 2. Special Meetings & Emergency Meetings

Special meetings and emergency meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.<sup>29</sup>

Notice for a special meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board members. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

Written notice to all Board members can be waived if the majority of the Board declares an emergency situation pursuant to Government Code section 54956.5, which requires the District to act immediately to preserve public peace, health, and safety over the District.

### **3. Adjourned Meetings**

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.<sup>30</sup>

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

### **4. Closed Session**

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.<sup>31</sup>

#### **a. Time Limit**

Closed session may begin earlier than 6:00 p.m., as needed, as long as the closed session items are agendaized and the time for their consideration is specified in the agenda. Closed session must conclude promptly at 7:00 p.m. regardless of whether there is a pending action that must be taken. Closed session may be continued and reconvened after the regular meeting to finish any unfinished agenda items.

### **5. Cancellation of Regular Meetings**

Any meeting of the Board may be canceled in advance by a majority of the Board.

### **6. Quorum.<sup>32</sup>**

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board members attend. Less than a majority may adjourn from time to time and compel attendance of absent members in the manner and under the penalties prescribed by resolution. If all Board members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board member at least three (3) hours before the adjourned meeting.

### **7. Chair.<sup>33</sup>**

The President shall preside over all Board meetings. The President shall have the authority to preserve order at all Board meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

#### **a. Absence of President**

The Vice President shall act as President in the absence or disability of the President.<sup>34</sup>

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board members present may choose another member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

**8. Attendance by the Public**

Except as specifically provided by law for closed sessions,<sup>35</sup> all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.<sup>36</sup>

**9. Action Minutes**

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.<sup>37</sup>

**10. Recordings of Meetings**

Audio recordings of proceedings shall be made and shall be permanently maintained by the General Manager.<sup>38</sup>

**B. Policy Decision Making Process**

**1. Ad-Hoc Committees**

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

**2. Town Hall or Community Meetings**

Such meetings may be held by an individual Board member and are not considered official governmental committees or Board meetings. Town hall or community meetings do not require formation or appointment by the President or Board. The Board member shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Board members may participate in the discussion at a town hall or community meeting.

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## Chapter 11: Order of Business

### A. General Order

The business of the Board at its meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a meeting consistent with applicable law.

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

#### 4. APPROVAL OF AGENDA.

#### 5. A motion should be made to approve the agenda for the current meeting. Should a Board member wish to remove an item from the consent calendar for separate discussion, any Board member may do so during the approval of the agenda or during the approval of the consent calendar. CLOSED SESSION (IF NECESSARY)

a. The Board meets from time to time in closed sessions which are duly held meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. These are:

- i. Closed sessions held at such times pursuant to Government Code section 54957.6 where the Board meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
- ii. Security or emergencies.
- iii. Personnel sessions.
- iv. Closed sessions to consider potential or pending litigation in which the District or an officer or employee is or could be a party.

b. Matters discussed in closed sessions are considered confidential:

- i. Labor Relations: As a matter of policy, the Board acknowledges that the District and its taxpayers are best served if positions authorized during such sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.

- ii. Personnel Sessions: Matters discussed and reviewed in personnel sessions shall remain confidential in order to protect employees' rights to privacy.
  - iii. Security: Arrangements made to address threats to the District or its property must be kept confidential.
  - iv. Litigation: Discussion of probable or pending litigation could waive attorney-client privilege to the detriment of the District's position.
- c. The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily continue the closed session meeting until the close of the regular meeting.

**6. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION**  
(approximately 7:00 p.m.)

**7. PUBLIC COMMENT (NON AGENDA ITEMS)**

**8. SPECIAL PRESENTATIONS/PUBLIC HEARINGS**

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

**9. STAFF REPORTS/COMMITTEE REPORTS**

- a. San Luis Obispo County Sheriff
- b. General Manager
- c. Fire Chief
- d. District Engineer
- e. Board of Supervisors

**10. AGENDA**

a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board member or staff member prior to the time the Board considers the motion to adopt. A member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board member or staff will be considered at the beginning of the “Staff/Committee Reports” section of the agenda. A Board member may vote “no” on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

#### **11. BOARD ACTION ITEMS**

- a. Unfinished Business
- b. New Business

#### **12. BOARD COMMENTS**

This section is intended for Board members to make brief announcements, request information from staff, request future agenda item(s) and report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

#### **13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)**

### **B. Conduct of Business**

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

### **C. Action on Agenda Items**

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board meeting unless an exception is made as permitted by the Government Code.<sup>39</sup>

### **D. Items Placed on Written Agenda**

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any member of the Board may place an item on a future agenda by making a formal request to the General Manager at a meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the staff time and research necessary to prepare the item for Board consideration.

### **E. Items from the Board, General Manager, or District Counsel**

These sections of the agenda provide the opportunity for brief comment on District business, District operations, District projects, and other items of general interest.<sup>40</sup>

### **F. Public Hearings:**

#### **1. General Procedure**

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

a. The Staff Presents its Report.

After the President/Chair announces the item as it appears on the agenda, District staff will give a presentation to the Board and the public on the staff report prepared for the matter.

b. Initial Questions to Staff by the Board.

Prior to opening up a public hearing on a matter, Board members may ask questions of staff, or third-party consultants, regarding the staff report and the item.

c. President/Chair Opens the Public Hearing:

i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard.



No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: "Addressing the Board."
4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
  - i. The applicant or appellant is given an opportunity for rebuttal or closing argument.
  - ii. The public input portion of the public hearing is closed.

d. Questions and discussion from the Board.

Board members should not express their opinions on an item prior to the close of the public hearing, as the Board members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with staff, or those members of the public testifying to an opinion, until after all testimony has been received.

Any Board member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."

e. Board decision occurs.

Once the Board completes its discussion of the matter, a Board member may make a motion to take action on the item. A Board member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these

procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the meeting, the motion shall be deemed to have failed.

The President/Chair will announce the final decision of the Board.

**2. Time for Consideration**

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

**3. Continuance of Hearing**

Any hearing being held, noticed, or ordered to be held by the Board at any Board meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

**4. Communications and Petitions**

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

**5. Ex-Parte Contacts**

Should a Board member, and one (1) or more members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing.

**6. Resolutions**

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Account Clerk.

**7. Voting & Publishing Requirements for Resolutions and Ordinances**

- a. Voting.

All resolutions require a recorded majority vote of the total membership of the Board.<sup>41</sup> Resolutions shall be signed by the President and attested by the General Manager.

b. Publishing.

The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published. Within fifteen (15) days after the ordinance passes, the Account Clerk shall cause each ordinance to be published at least once, with the names of those Board members voting for and against the ordinance, in a newspaper of general circulation circulated in the District. Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by California law.

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## Chapter 12: Guidelines of Conduct

### **A. General Procedures**

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

### **B. Authority of the President/Presiding Officer**

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

### **C. President to Facilitate Board Meetings**

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

### **D. Board Deliberation & Order of Speakers**

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

### **E. Limit Deliberation to Item at Hand**

Board members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

### **F. Length of Board Comments**

Board members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board member has been speaking for an excessive time period. Comments from Board members are limited to five (5) minutes for each Board member, unless the Board, by concurrence, extend such time.

### **G. Limitations of Debate**

Board members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board members may speak a second time after the close of public comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board member, unless the Board, by concurrence, extend such time.

## **H. Obtaining the Floor**

Any member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

## **I. Motions**

Motions may be made by any member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board members. Any members of the Board, other than the person offering the motion, may second the motion.

### **1. Procedure for Motions**

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board members may be allowed to explain their vote.

#### **a. Process to Make and Second a Motion.**

Board members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

### **2. Precedence of Motions**

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

#### **a. Motion to Adjourn the Meeting (not debatable).**

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board member who is speaking.
- III. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time which the meeting is adjourned

b. Motion to Fix Hour of Adjournment.

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.<sup>42</sup>

If the subsequent meeting occurs within five (5) days of the original meeting, the Board may consider matters placed on the original meeting agenda without posting a new agenda. If the subsequent meeting occurs more than five (5) days from the original meeting, a new agenda must be prepared and posted.<sup>43</sup>

c. Motion to Table.

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be "taken from the table" at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend.

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute.

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue.

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

**3. Motions Introducing Ordinances**

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a

future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.

## **J. Voting Procedures**

Any Board member present at a meeting when a question comes up for a vote, should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.

### **1. Abstention**

An abstention does not count as a vote for or against a matter. If a Board member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those members present and voting." If a Board member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's consideration of the matter, or as soon as the Board member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board meeting is taking place during discussion of the item when required to do so by the Political Reform Act.<sup>44</sup>

### **2. Tie Votes**

A tie vote results in a lost motion. In such an instance, any member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

### **3. Motion for Reconsideration**

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board members who voted in the negative. Any member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

**K. Non-Observance of Guidelines**

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert’s Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.<sup>45</sup>

**L. Non-Exclusive Guidelines**

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer, to govern the conduct of Board meetings as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

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## Chapter 13: Addressing the Board

### **A. Oral Presentations by Members of the Public**

The rules governing oral presentations by members of the public at Board meetings are as follows:

1. Prior to the meeting, or during the meeting prior to a matter being reached, persons wishing to address the Board are requested to fill out a “Board Appearance Request Form” and submit it to the General Manager.
2. When called upon, the person is requested to come to the podium, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
3. All remarks should be addressed to the Board as a whole not to an individual Board member.
4. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

### **B. Public Comment**

Public Comment is that period set aside at Board meetings for members of the public to address the Board on items of District business other than scheduled agenda items. The Public Comment portion of the Board meeting is the opportunity for members of the public to address the District in compliance with the Government Code.<sup>46</sup>

#### **1. Timing**

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extend such time.

#### **2. Board Appearance Request Form**

Persons wishing to speak under Public Comment should submit a “Board Appearance Request Form” to the General Manager, or his or her designee, prior to the start of the Board item. Preference may be given to those persons who have notified the General Manager, or his or her designee, in advance of their desire to speak.

#### **3. District Matters**

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

#### **4. Response to Public Comment**

The Board, at its discretion, may direct staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board meeting, or permit individual discussions between a Board member and an individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

### **C. Agenda Item Oral Presentation**

Any member of the public wishing to address the Board orally on District business matters appearing on the Board agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

#### **1. Presentations Submitted in Writing**

Persons who anticipate oral presentations exceeding three (3) minutes, are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

#### **2. Timing**

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

#### **3. Assigning Time**

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

#### **4. Reading Written Comments**

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments is detailed below.

### **D. Comments in Writing Encouraged**

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board meeting.

**1. Comment Cards**

Comment cards may be used by members of the public in attendance at the meeting who do not wish to, or cannot verbally, address the Board during a meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

**2. Repetitious Comments Prohibited**

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

**E. Speaker Time Limits for An Agenda Item**

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

**F. Waiver of Guidelines**

Any of the foregoing guidelines may be waived by majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

**G. Decorum**

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District staff. They shall work together

collaboratively, assisting each other in conducting the affairs of the District. Board members shall fully participate in public meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board members and the General Manager shall stay focused, stay on topic, and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

No person shall engage in harassment of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs;
2. Physical harassment such as assault, impeding or blocking movement, or any other physical interference or threat directed at an individual; and
3. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

During public meetings, all present shall:

1. Preserve safety and order;
2. Not block the audience from viewing the proceedings;
3. Not block or impede the microphone, which audibly records the proceedings;
4. Not engage in disruptive behavior, including but not limited to: heckling, whistling, yelling, and other similar demonstrations;
5. Not willfully disrupt the peace and order of the meeting;
6. Listen to others respectfully and not interrupt those whom are speaking;
7. Refrain from making comments that personally attack an individual in a way that disrupts, disturbs, or otherwise impedes orderly conduct;
8. Avoid the use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct;
9. Not use unlawful physical force. Physical force includes, but is not limited to: grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body;
10. Not harass any other person in any way;

11. Avoid obscene gestures or motions that could be viewed as threatening or an effort to intimidate. Unacceptable gestures include, but are not limited to: those of a sexual nature, finger pointing and fist shaking in an overly aggressive or accusatory manner, miming the use of weapons or other violent acts and other movements that could be seen as threatening; and
12. Avoid raising voices beyond what is necessary to be heard by the audience.

Unruly conduct that disrupts the meeting such as undue noise, hissing, profanity, inappropriate applause, insults or physical disturbance shall not be permitted.

If these rules are violated, the District has the following recourse:

1. The President/Presiding Officer can call a point of order;
2. A Board member present at the public meeting may move to require the President/Presiding Officer to enforce the rules and upon majority vote, the President/Presiding Officer shall be required to do so;
3. The President/Presiding Chair may instruct the Chief of Police or another member of the police department designated by the Chief of Police, to enforce the rules; and
4. The Chief of Police, or other member of the police department designated by the Chief of Police to enforce the rules, may order an individual to sit, refrain from addressing the Board or remove the disruptive person from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.<sup>47</sup>

Appendix A  
ICMA Code of Ethics

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## ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

### Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

### Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

### Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

### Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

### Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

### Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

### Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

#### Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

#### Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

#### Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

#### Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

#### Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information, or by misuse of public time is dishonest.



# Appendix B

## Referenced Code Citations

- <sup>1</sup> Gov. Code, § 61000 *et seq.*
- <sup>2</sup> Gov. Code, § 61051.
- <sup>3</sup> Gov. Code, § 61047.
- <sup>4</sup> Gov. Code, § 53232.2
- <sup>5</sup> *Ibid.*
- <sup>6</sup> Gov. Code, § 87103.
- <sup>7</sup> *Ibid.*
- <sup>8</sup> Gov. Code, § 82033.
- <sup>9</sup> *Ibid.*
- <sup>10</sup> Gov. Code, § 87105.
- <sup>11</sup> Gov. Code, § 87105, subs. (a)(1)-(3).
- <sup>12</sup> Gov. Code, § 53235, subd. (f).
- <sup>13</sup> Gov. Code, § 53237.1.
- <sup>14</sup> Gov. Code, § 1780, subd. (b).
- <sup>15</sup> Gov. Code, § 1780, subd. (c).
- <sup>16</sup> Gov. Code, § 1780, subd. (d)(1).
- <sup>17</sup> *Ibid.*
- <sup>18</sup> Gov. Code, § 1780, subd. (e)(1).
- <sup>19</sup> Gov. Code, § 1780, subd. (g)(2).
- <sup>20</sup> Gov. Code, § 1780, subd. (f)(1).
- <sup>21</sup> Gov. Code, § 1780, subd. (f)(2).
- <sup>22</sup> Gov. Code, § 87406.3.
- <sup>23</sup> Gov. Code, § 61044.
- <sup>24</sup> Gov. Code, § 54959.
- <sup>25</sup> Gov. Code, § 54960.
- <sup>26</sup> Gov. Code, § 61045.
- <sup>27</sup> Gov. Code, § 54954, subd. (b).
- <sup>28</sup> Gov. Code, § 54954, subd. (e).
- <sup>29</sup> Gov. Code, §§ 54956, 54956.5. Special meetings and emergency meetings, respectively.
- <sup>30</sup> Gov. Code, §§ 54955, 54956.
- <sup>31</sup> Gov. Code, § 54954.5.
- <sup>32</sup> Gov. Code, § 61045.
- <sup>33</sup> Gov. Code, § 61043
- <sup>34</sup> Gov. Code, § 61043, subd. (b).
- <sup>35</sup> Gov. Code, § 54954.5.
- <sup>36</sup> Gov. Code, § 54953.
- <sup>37</sup> Gov. Code, § 61045.
- <sup>38</sup> Gov. Code, § 54953.5. The statute only requires maintenance of the audio or visual recording for thirty (30) days where there are other records of the meeting that are retained pursuant to Gov. Code, § 6250 *et seq.*
- <sup>39</sup> Gov. Code, § 54954.

<sup>40</sup> Gov. Code, § 54954.2, subd. (a).

<sup>41</sup> Gov. Code, § 61045, subd. (c).

<sup>42</sup> Gov. Code, § 54955.

<sup>43</sup> Gov. Code, § 54954.2, subd. (b)(3).

<sup>44</sup> Gov. Code, § 87100 *et seq.* A Board member should leave the room when he or she identifies that he or she has a financial interest in the decision being discussed. Prior to leaving the room, the Board member should publicly identify the financial interest at stake and recuse himself or herself from that portion of the meeting.

<sup>45</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>46</sup> Gov. Code, § 54954.3.

<sup>47</sup> Gov. Code, § 54957.9.

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# San Miguel Community Services District

## Board of Directors Staff Report

August 31, 2017

AGENDA ITEM: XI-8

**SUBJECT: Discussion on Board Member conduct and authority to act on behalf of entire Board of Director**

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**RECOMMENDATION:**

Open a Discussion on Board Member conduct and authority to act on behalf of entire Board of Directors in order to maintain consistence with the Board Handbook- By-Laws.

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**BACKGROUND:**

Due to recent actions and events in the community, Board Members have responded in a manner that is not consistent with the Board Handbook.

**FISCAL IMPACT:**

None

**Recommendation:**

It is recommended that the Board discuss the Board Member conduct and authority to act on behalf of entire Board of Director and give staff direction.

**PREPARED BY:**

*Rob Roberson*

TAMARA PARENT

Rob Roberson  
Interim General Manager

Tamara Parent  
Board Clerk/Accounts Manager



## San Miguel Community Services District Board of Directors

### Staff Report

August 31, 2017

AGENDA ITEM: XI-9

**SUBJECT: Review and Discuss the use of iPad Pros' by Board of Directors for district related information.**

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#### **RECOMMENDATION:**

Review and Discuss use of Ipad Pro devices and give direction on future uses for Directors in regards to district information.

#### **BACKGROUND:**

March 2016, directed by former General Manager to purchase one (1) Apple 12.9 inch iPad Pro with iPencil and protective case.

Cost: \$850.39

December 2016, directed by former General Manager to purchase (5) Apple 12.9 inch iPad Pro With iPencil and protective case

Cost: \$3317.50

**Total Cost = \$4167.89** for six (6) iPad Pro with iPencil and protective case

There have been several issues with the capabilities and functionality of the IPad Pro for district business and the ability for directors to access information. Some Directors have returned, don't use, or want to return the devices.

Directors cannot use their Personal Emails, due to legal ramifications. Which was why the District set up and distributed District emails for the Directors.

#### **Recommendation:**

Staff is asking for direction from the Board of Directors on how they would like to proceed with the Existing IPad Pros', or if the current devices should be replaced with other devices that are more user friendly and compatible with our existing computer systems.

#### **PREPARED BY:**

Tamara Parent - Board Clerk/Accounts Manager