



BOARD OF DIRECTORS

Ashley Sangster, President Anthony Kalvans, Vic-President
 John Green, Director Hector Palafox, Director Raynette Gregory, Director

REGULAR MEETING AGENDA 6:30 P.M. Closed Session 7:00 P.M. Opened Session SMCS Boardroom 9-24-2020

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

Based on the mandates by the Governor in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the Corona Virus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not opened to the public at this time, please call 805-467-3388
- The Meeting will be conducted with social distancing observed.
- All members of the public seeking to observe and comment to the local legislative body may do so in person or telephonically/email in the manner described below.

HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

Written / Read Aloud: Please email your comments to tamara.parent@sanmiguelcsd.org (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

Voice Mail: Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

PUBLIC RECORD

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all of the members of the Board. The documents may also be obtained by calling the District Board Clerk.

Please see: www.sanmiguelcsd.org

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 see notice.

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

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: 6:30 PM

II. Pledge of Allegiance:

III. Roll Call: *Sangster* ___ *Kalvans* ___ *Green* ___ *Palafos* ___ *Gregory* ___

IV. Approval of Regular Meeting Agenda:

M _____ S _____ V _____

V. ADJOURN TO CLOSED SESSION: Public Comment for items on closed session agenda
Time: _____

A. CLOSED SESSION AGENDA:

- 1. CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation** Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
- 2. CONFERENCE WITH DISTRICT GENERAL COUNSEL-DISTRICT TRADE SECRETS** pursuant to paragraph (b) of California Health and Safety Code Section 32106.
- 3. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

VI. Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM

Time: _____

- 1. Report out of closed session by District General Counsel Dervin

VII. 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.

VIII. Special Presentations/Public Hearings/Other:

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------------|
| 1. | San Luis Obispo County | No Report/Email |
| 2. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report/Email |
| 3. | Community Service Organizations | No Report/Email |

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager | (Mr. Roberson) | Verbal |
| 5. | District General Counsel | (Mr. White) | Verbal |
| 6. | District Engineer | (Dr. Reely) | Report Attached |
| 7. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 8. | Fire Chief | (Chief Roberson) | Report Attached |

X. CONSENT CALENDAR:

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 and Approve Board Meeting Minutes

- a) 08-27-2020 Regular Board Meeting

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for August 2020 (Freeman)

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Rev Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

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

M _____ **S** _____ **V** _____

- 2. **Review analysis by Bartle Wells Associates for Accessory Dwelling Units ADUs for water and wastewater connections and approve RESOLUTION 2020-35 adopting connection fees for ADUs in accordance with Ordinance 02-2008 and 03-2008. (Dodds)**

Recommendation: Approve resolution 2020-35 adopting connection fees for ADUs in accordance with Ordinance 02-2008 and 03-2008.

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

M_____ S_____ V_____

- 3. **Review and approve RESOLUTION 2020-34 adopting the 2020 San Miguel Community Service District Water, Wastewater and Recycled Water Master Plan as prepared by Monsoon Consultants (Dodds)**

Recommendation: Approve Resolution 2020-34 adopting the 2020 San Miguel Community Service District Water, Wastewater and recycled water master plan as prepared by Monsoon Consultants

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

M_____ S_____ V_____

- 4. **Review and approve RESOLUTION 2020-33 authorizing the Director of Utilities to contract with Terrain for land surveying services for purposes of plan preparation for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount. (Dodds)**

Recommendation: Approve Resolution 2020-33 authorizing the Director of Utilities to contract with Terrain for land surveying services for purposes of plan preparation for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

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

M_____ S_____ V_____

- 5. **Review and approve a contract by RESOLUTION 2020-38 with Raminha Construction, Inc. for the replacement of water lines on 10th street and 11th street, for a total amount of \$397,880 and authorize General Manager to execute contract and issue a Notice to Proceed, pending receipt of the required bonds and insurance certificates. (Dodds/Reely)**

Recommendation: Approve a contract with Raminha Construction, Inc. for the replacement of water lines on 10th street and 11th street, for a total amount of \$397,880 and authorize General Manager to execute contract and issue a Notice to Proceed, pending receipt of the required bonds and insurance certificates.

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

M_____

S_____

V_____

- 6. **Review and approve RESOLUTION 2020-36 approving a budget adjustment in the amount of \$13,750 from funds 30, 40, 50, and 60 to WWTF Expansion (581) for the same funds; for repairs and installation of services to the donated office trailer located at the Machado WWTF. (Dodds)**

Recommendation: Approve Resolution 2020-36 approving a budget adjustment in the amount of \$13,750 from funds 30,40,50,60 capital reserve to WWTF Expansion (581).

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

M_____

S_____

V_____

- 7. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)**

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

- 8. **Review and approve RESOLUTION 2020-37 adopting changes to Chapter 4.A (Board Member Compensation) of the San Miguel Community Services District Board Members’ Handbook. (Roberson/Kalvans)**

Recommendation: Approve Resolution 2020-37 adopting changes to Chapter 4.A (Board Member Compensation) of the San Miguel Community Services District Board Members’ Handbook.

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

M_____

S_____

V_____

- 9. **Review and discuss standard Terms and Conditions for the District. (Dervin/Sangster)**

Recommendation: Discuss standard Terms and Conditions for the District.

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

M_____

S_____

V_____

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 TO NEXT REGULAR MEETING

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 September 18, 2020

Date: September 18, 2020

Rob Roberson Rob Roberson, Fire Chief/Interim General Manager

Ashley Sangster, SMCSD Board President

Tamara Parent Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406
(805) 476-6168 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

Ashley Sangster, President
Anthony Kalvans, Vice President
John Green
Hector Palafox
Raynette Gregory

Re: DISTRICT ENGINEER REPORT - SEPTEMBER 2020

Board Members:

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 11.1 MGAL (14,783 CCF) of water during the month of August 2020. This represents an increase of approximately 3.1% from the prior month. Compared to 1-year ago, the volume of water produced in August 2019 was approximately 10.0 MGAL. There are no significant problems with the District's infrastructure at the time this report was prepared.

MEETING PARTICIPATION

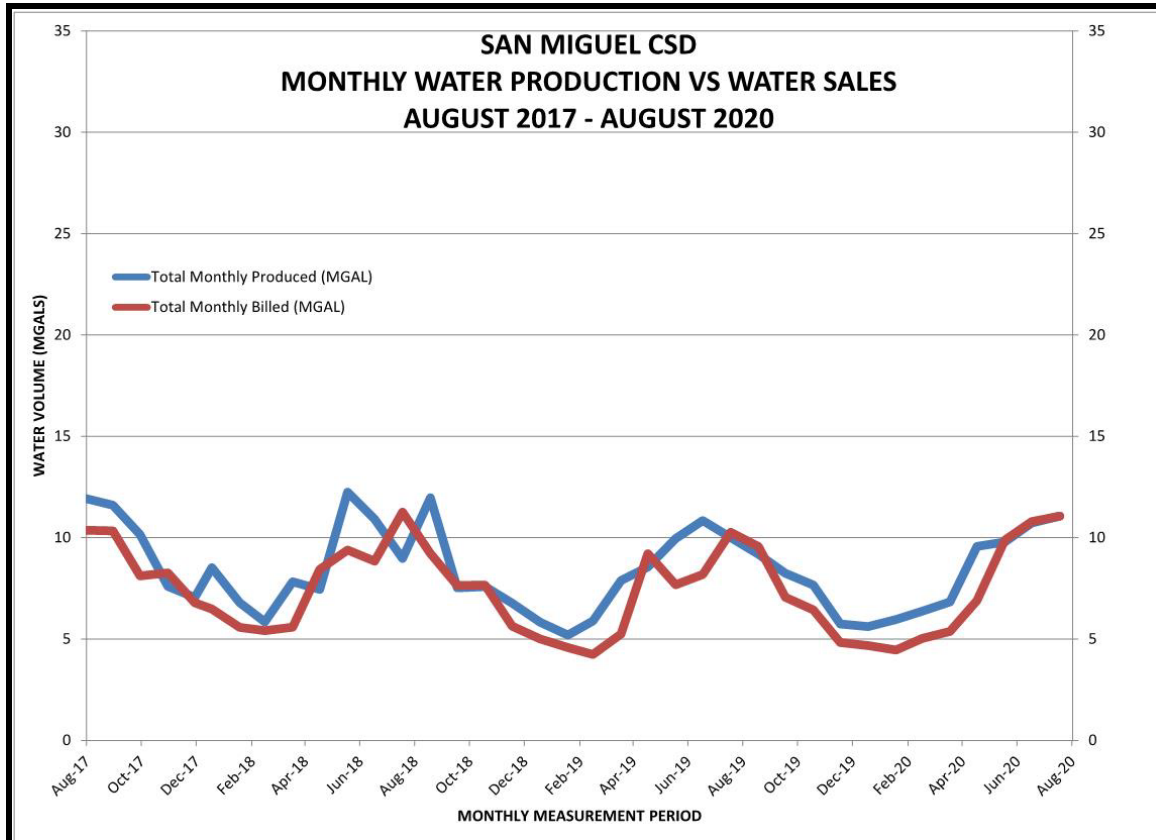
A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCSO staff are not included):

1. August 31, 2020: The Director of Utilities and the DE participated in a site visit in Madera to meet with representatives from Cloacina and inspect a newly installed packaged MBR WWTP.
2. September 8, 2020: The Director of Utilities and the DE participated in a virtual meeting with SLO County staff and their consultants (WSC) to discuss water resiliency issues and potential mitigation projects / strategies for the District. This discussion was in conjunction with CWAT RWIRP Opportunities Review.

- September 14, 2020: The DE participated in a virtual meeting with the Paso Robles GW Basin GSA CC staff to prepare for the September 23, 2020 GSA CC meeting.

WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 36-months.



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. WWTP Aeration System Upgrade: WWTP Aeration System Upgrade: Conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project. The DE and the Director of Utilities are planning to meet with the County and PG&E representatives in the Fall 2020 to further explore this option.
2. Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Design Phase: The District has received and executed an agreement with the DWR Waterboard for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. The Board approved an agreement with

Monsoon Consultants to provide project management and design services for this project at their October 2019 Board meeting. On April 13, 2020, the DE and the Director of Utilities met with representatives of the USDA to discuss the project and potential financing terms. The DE and staff have been diligently working on the preparation of the documents required to submit an application for project financing to the USDA.

On April 23, 2020, the District awarded a contract to Dudek to provide environmental services to address the NEPA / CEQA requirements of the project. Dudek has initiated the work and performed the initial biological field survey on June 11, 2020. As of the date of this report, Dudek has completed rare plant field survey and San Joaquin kit fox habitat assessment and incorporated into GIS dataset to support preparation of technical report and initial study/mitigated negative declaration. They have also completed the cultural records search through the California Historical Resources Information System at UCSB and the field work for the Phase I cultural site assessment.

In addition, the Director of Utilities submitted a Funding Inquiry Form to the CALIFORNIA FINANCING COORDINATING COMMITTEE (CFCC). This submittal represents the initial step in soliciting additional grant and loan funding from a variety of agencies and programs within the State. On May 5, 2020, the DE submitted a Pre-Application to the DWR for \$14,500,000 in funding through the Small Community Funding Program.

3. 10th & 11th Street Waterline Replacement Project: The District has been awarded a \$350,123 CDBG grant for partial funding of this project. A CDBG Grant Funding Sub-Recipient Agreement is on the July agenda for the Board's consideration and approval. The project has been designed and plans / bidding documents are ready for bid advertisement in July 2020, subject to approval by the Board. The District has received the final report for the Kit Fox survey that was prepared by H.T. Harvey & Associates. The County has completed the NEPA determination. The District has secured the encroachment permit for the work to be performed in the UPRR and Caltrans has informed the District that an encroachment permit will not be required from their agency. Bids were received from seven (7) contractors on August 24, 2020. The lowest bid was received from Raminha Construction, Inc. in the amount of \$397,880.00. This is an item on your September Board agenda for contract award.

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 developer has completed the installation of all infra-structure and home construction has either been completed or is underway on 40 homes. In addition, construction of 20 new homes has either been completed or been started in the portion of the development that was acquired by Nino Development. All lots in this Tract have finished homes or homes that are under construction. There are no additional vacant lots.

- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction has begun on fifteen (15) homes by Nino Development.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

There will be a meeting of the Paso Robles GW Basin GSA Cooperative Committee on September 23, 2020. One item that will be discussed will be to “Consider Approval of Recommended FY 2020-21 Annual Budget and contribution percentages”. Per a preliminary budget developed by County staff

The City of Paso Robles has awarded a contract to Cleath-Harris Geologists, Inc. to provide hydrogeologic services for the Supplemental Environmental Project. The goal of this project is the siting and installation of stream gauges and monitoring wells, which will help address groundwater dependent ecosystems and reduce the data gaps identified in the Groundwater Sustainability Plan for the Paso Robles Groundwater Basin. The project will be funded through SER funds (\$250,000 approx.) that are available through the Waterboard and there will be no costs incurred for this project by the District. As part of this project, there is potential funding for the installation of a new stream gauge on the Salinas River at the 15th Street Bridge and a new monitoring well to be installed in the Salinas River alluvial formation near the east abutment of the bridge.

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

September 16, 2020

Date



San Miguel Community Services District

UTILITY STATUS REPORT

8-22-2020 Thru 9-18-2020

AGENDA ITEM# IX.7

Well Status:

- Well 4 is partially operational – Well Level 94 7/27/2020
- Well 3 is fully operational – Well Level 97 7/27/2020
- SLT well is in service – Well Level

Water System status:

Water leaks this month: 1 This calendar year: 5

Water related calls through the alarm company after hours this month: 0 this Year: 4

- Well 4 has been experiencing power fluctuations, leading to the well shutting off. Staff is working with PG&E to determine the cause of the fluctuations and a solution.
- Assisted County Parks with shutting off a leak at the park in their irrigation

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 this Year: 0

WWTF status:

- .

State Water Resources Control Board (SWRCB):

- .

Billing related activity:

- **Total active accounts (at the time of this report)**
 - 921 water accounts
 - 795 wastewater accounts
- **Overdue accounts (at the time of this report)**
 - 10 accounts 60 days past due
- **Service orders (for prior month)**
 - 29 service orders issued and completed

Lighting status:

- Working with PGE Rep to get remainder of the PGE owned streetlights converted to LED.

Landscaping:

- Mission Street water use
 - 127 units for last billing period (includes water loss due to breaks)

Solid Waste:

 Mattress recycling

- Mattress are accepted by appointment only, and only on Fridays between 8 am and 11am.

 E-Waste collection

- E-waste is accepted in Fridays between 8 am and 11am also.

Project status:

- Well arsenic treatment
 - Working with Awalt Engineering and Monsoon Consultants to identify a viable option for treating for arsenic at the District wells.
 - Working to determine a funding mechanism for arsenic treatment.
- Water, Wastewater, Recycled water master plan.
 - On this agenda for adoption
- Accessory Dwelling Units (ADUs) connection fees
 - On this agenda for approval

Board requested information:

- .

Community Development Block Grant (CDBG)

- 10th and 11th street water line replacement – A CDBG funded project
 - 7/23/2020 Board approved release of plans and specification for bidding
 - 8/13/2020 Pre-Bid meeting (nine contractors participated)
 - 8/24/2020 Bids due by 2pm
 - All bids will be reviewed, and contractor's status checked by the District and the County of SLO.
 - 9/24/2020 Board award of contract for construction
 - 10/2020 construction start with 120 days allowed for construction
- New funding cycle opens for applications in September.

WWTP expansion and Aerator Upgrade

- See additional agenda item(s) for ongoing information
- Timeline of future milestones
 - 8/2020 Resubmittal of revised PER to USDA
 - 9/2020 90% Site design and system size/ phase revision
 - 9/2020 Application for construction funds from CWSRF
 - 9/2020 Completion of Environmental report for plant
 - 9/2020 RFPs for process equipment
 - 12/2020 Final construction drawings for board approval
 - 12/2020 Completion of Environmental report for Recycled water system
 - 1/2021 Release plans and specifications for Bidding
 - 2/2021 Approval of contracts for construction
 - 3/2021 Begin construction
 - 12/2021 Complete construction

Staffing

- Two vacant positions;
 - Field Operator, which we are actively recruiting for.

- WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.

SLO County in San Miguel:

- The County provided an update to their 5-year overlay and sealing plan. The District will be working on making known repairs in the effected areas ahead of the scheduled overlays and sealing.
- County Planning has a CalPoly Intern who will be doing a project regarding water conservation in San Miguel. She will be working with the District to develop outreach customers to help them learn how to save water through retrofits and other changes. Updates will be provided to the Board as needed.

Caltrans in San Miguel:

- Hwy 101 construction is complete.

Rain in San Miguel:

<u>2018</u>	<u>9"</u>
<u>2019</u>	<u>12.5"</u>
<u>2020</u>	<u>0"</u>

Kelly Dodds

Kelly Dodds
Director of Utilities

Date: September 18, 2020

San Miguel Community Services District Board of Directors Meeting



Staff Report

September 24th, 2020

AGENDA ITEM: IX 8

SUBJECT: Fire Chief & Asst Fire Chief Report for August 2020

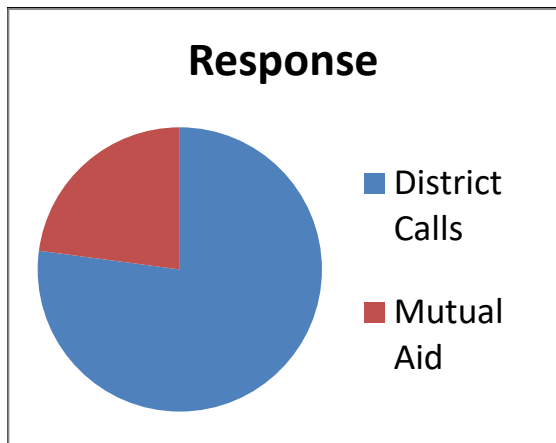
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

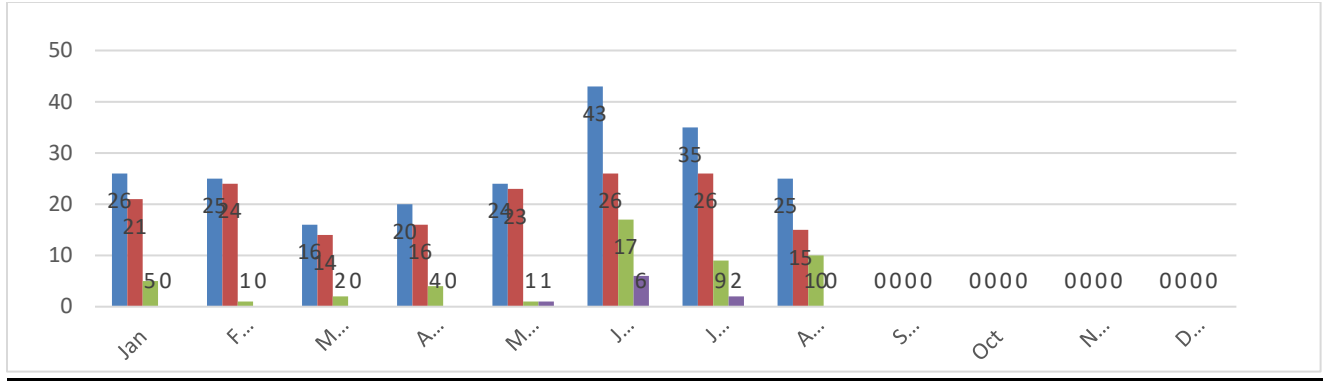
- Total Incidents for August 2020 **25**
- Average Calls for per 8 Months in 2020 26.7
- Total calls for the year to date **214**

Emergency Response Man Hours in August =	99	Total	801
Stand-By Man Hours for August =	20		<u>269</u>
		Total hr.	1070

Emergency Response Man Hours =	3.6 hr.	Per call for August	3.7	Per call for the year
Stand-By Average per Call =	.8	Per call for, August	1.5	Per call for the year



August YTD		
District calls	15=60%	150= 77%
Mutual aid calls	10=40%	39= 22%
Assist Camp Roberts		11 = 5%



Total calls
District
Mutual Aid
Camp Roberts



Response Breakdown by %

Category	Count	Percentage
Structure fires	2	.9%
Wildland Fires	16	7%
Vehicle Fires	4	2%
Misc. fire	1	4%
Illegal Burn	2	.9%
Vehicle Accidents	18	8.4%
False Alarms	7	3.2%
Haz Condition	7	3.2%
Haz Mat	0	0%
Stand by	0	0%
PSA	13	6%
Medical Aids	143	66.8%

For 214 calls for 9 Months in 2020

District Calls	165	77%
Mutual Aid	49	22%
XX		
Structure fires	2	.9%
Wildland Fires	16	7%
Vehicle Fires	4	2%
Misc. fire	1	4%
Illegal Burn	2	.9%
Vehicle Accidents	18	8.4%
False Alarms	7	3.2%
Haz Condition	7	3.2%
Haz Mat	0	0%
Stand by	0	0%
PSA	13	6%
Medical Aids	143	66.8%

Personnel:

We currently have 16 active members.

- 1 Chief
- 1 Asst. Chief/ Prevention Officer
- 2 Fire Captains
- 2 Engineers
- 10 Firefighters

July /2020

Beginning - **-\$846,086.54**
 Received - \$22,521.40 = \$868,607.94
 Transferred in \$10,500.96 = \$879,108.90
 Disbursed \$26,373.84 = \$852,735.06
 Transferred Out \$63,717.45 = **\$789,017.61**

August /2020

Beginning - **\$789,017.61**
 Received - \$10,597.50 = \$799,615.11
 Transferred in - \$35,120.48 = \$834,735.58
 Disbursed -\$47,571.79 = \$787,163.8
 Transferred Out - \$55,216.53 = **\$731,947.27**

Equipment:

- E 8696 was committed to ST-1471A September 1st with a 4-man crew, Liliana has been the Duty officer for the district.
- E 8668 is scheduled to be in service 9/21/2020
- P-8651 was committed to an out of county assignment for 12 days in August.

Activities:

- Actively working within the COIVD standards

August

<u>Date</u>	<u>Subject matter</u>
4	Engine Company Operations, Structure Fire Scene set up
11	Ladder Operations
18	RIC Team Ops
25	Association Meeting

September

<u>Date</u>	<u>Subject matter</u>
1	Engine Company Operations, Hose and Ladder Operations
8	Ventilation Operations
15	Engine Company Operations / Training Prop
22	Association Meeting
29	No Drill

Information:

- Fire Prevention Report.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2020 MILEAGE / FUEL REPORT

IX-8

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	17	16.6	84	18	92	22	57	25.5	178	28	56	0	484	110	4.4
E-8687	17	13.4	24	25	24	0	28	35	115	22.8	20	31	228	127	1.8
E-8668	47	0	12	10	76	9	53	15.4	31	10	417	48.3	636.3	92.7	6.9
6 Month Total												1348.3	330	4.1	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	0	0	0	0	5	20	187	0	248	17.6	439.8	37.6	11.7
C-8601	301	0	356	54	321	32.2	313	32	189	29	455	23.5	1935	171	11.3
C-8600	319	0	368	37.3	449	27.5	428	20	373	35	432	37.9	2369	158	15.0
6 Month Total												4743.8	366	13.0	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	143	35.6	0	0									143	35.6	4.2
E-8687	128	46.1	0	0									128	46.1	2.3
E-8668	37	10	0	0									37	10	5.3
6 Month Total												308	91.7	3.4	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	17	17.6	0	0									456.8	55.2	10.0
C-8601	322	0	0	0									322	171	6.6
C-8600	330	21.6	0	0									330	179	1.8
6 Month Total												1108.8	405	2.7	

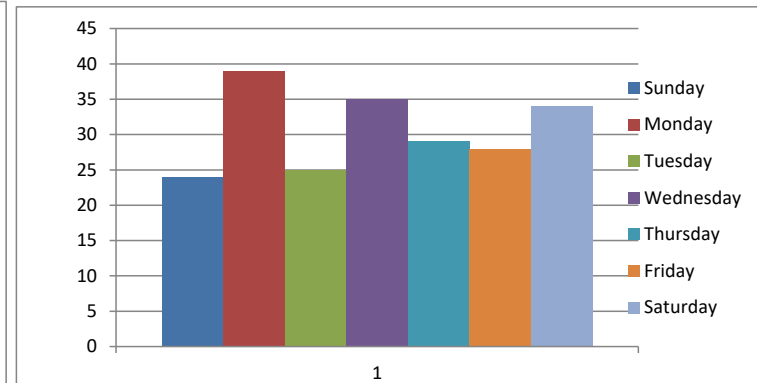
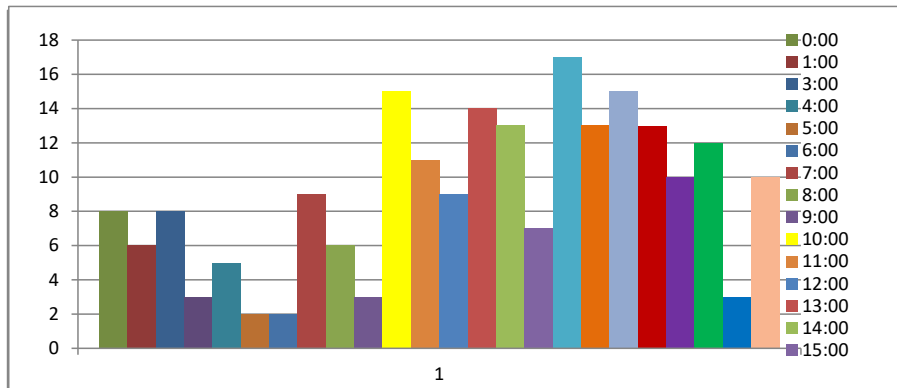
YTD 2020 Total	mi.	gal.	Avg. MPG
Diesel	1656.3	422	3.9
Gas	5852.6	771	7.6

Call per time of day and day of the week 2020

	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	2	0	2	1	0	0	0	1	0	2	0	0	0	2	1	0	0	0	3	4	2	2	0	2	24	11%
Monday	1	2	1	0	1	1	1	2	1	0	1	3	1	2	2	1	5	2	1	2	2	4	1	2	39	18%
Tuesday	1	1	0	0	0	0	0	1	0	3	1	1	1	1	3	5	1	0	3	1	1	0	1	25	11%	
Wednesday	2	1	2	1	0	1	0	0	2	1	2	2	3	3	3	2	2	3	0	0	1	1	0	35	16%	
Thursday	0	1	0	0	1	0	0	2	1	0	2	2	1	3	2	0	2	4	1	1	3	2	0	1	29	13%
Friday	1	0	2	0	3	0	0	2	1	0	3	2	0	2	1	0	2	2	2	0	1	1	1	2	28	13%
Saturday	1	1	1	1	0	0	1	2	0	0	4	1	3	1	3	0	1	2	5	3	1	1	0	2	34	15%
Hour Total	8	6	8	3	5	2	2	9	6	3	15	11	9	14	13	7	17	13	15	13	10	12	3	10	214	
	3%	2%	3%	1%	2%	1%	1%	4%	2%	1%	7%	4%	4%	6%	6%	3%	7%	6%	7%	6%	4%	5%	1%	4%		

Total calls during CSD Work Hours	67	31%
Total calls during Off time and weekends	147	68%
After Hours calls 22:00 to 06:00	45	21%
Total Weekend Calls	58	27%
Total Calls Monday thru Friday	156	72%

8am to 8pm	38	17%
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	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	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0
Veg. Fires	0	0	0	0	0	0	0	0	4	1	1	3	2	0	1	4	0	0	0	0	0	0	0	0	8	8
Vehicle Fires	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Misc. Fires	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Illegal Burning	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Vehicle Accidents	3	3	0	0	1	0	0	1	0	0	4	3	0	2	1	0	0	0	0	0	0	0	0	0	9	9
False Alarms	0	0	1	0	0	0	1	0	0	0	4	0	0	0	0	1	0	0	0	0	0	0	0	0	6	1
Hazardous Condition	1	0	1	0	2	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
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
Standby	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Pub.Svc.Asst.	1	0	3	0	1	0	1	0	3	0	0	0	3	0	1	0	0	0	0	0	0	0	0	0	13	0
Medical Aids	14	2	18	1	10	2	14	2	14	0	14	8	20	7	12	5	0	0	0	0	0	0	0	0	116	27
Call TOTALS	21	5	24	1	14	2	16	4	23	1	26	17	26	9	15	10	0	0	0	0	0	0	0	0	165	49
	26		25		16		20		24		43		35		25		0		0		0		0		214	
<i>CPR</i>	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Mutual Aid SLO/Mon.	5	0	1	0	0	0	4	0	1	0	16	1	8	1	10	0	0	0	0	0	0	0	0	0	47	
Camp Bob Asst.	0		0		0		0		1		6		2		2		0		0		0		0		11	
Average Calls Per	<i>Month</i>	25.6	<i>Day</i>	0.8	<i>SLO Co. MA</i>				45	<i>Montrey Co. MA</i>				2	<i>CPR TOTAL</i>						1					

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
AUGUST 27, 2020 REGULAR MEETING MINUTES

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Sangster – 6:31 P.M.
- II. Pledge of Allegiance lead by Director Kalvans after the closed session.
- III. **Roll Call:** Directors Present: Sangster, Gregory, Palafox, and Kalvans
Directors Absent: Green
- IV. **Adoption of Regular Meeting Agenda:**
Board Clerk asked to have the Pledge of Allegiance after the closed session.
Motion by Director Sangster
Seconded by Director Palafox
Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED
- V. **ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:33 P.M.
 - A. **CLOSED SESSION AGENDA:**
 1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
 2. **PUBLIC EMPLOYMENT**
Title: Director of Utilities
Pursuant to Government Code Section 54954.5
 3. **PUBLIC EMPLOYMENT**
Title: Board Clerk/Account Clerk Manager
Pursuant to Government Code Section 54954.5
- VI. **Call to Order for Regular Board Meeting/Report out of Closed Session:** 7:02 P.M.
Report out of closed session by District General Counsel Dervin, Direction on item 2 and 3; 4.3.a (Parent) 4.4 a (Dodds) was modified to read: At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational Expenditure Budget for that period and 5.5 was modified to read: Compensatory leave may roll over to a maximum of sixty (60) hours.

VII. Public Comment and Communications for matters not on the Agenda: None

VIII. Special Presentations/Public Hearings/Other: None

IX. STAFF & COMMITTEE REPORTS:

1. San Luis Obispo County: None

Public Comment: None

Board Comment: None

2. Camp Roberts: None

Board Comment: None

Public Comment: None

3. Community Service Organizations: San Miguel Firefighters Association, Report by Michelle Hido, Treasurer for the San Miguel Firefighters Association. Mrs. Hido updated the Board of Directors that the fruit boxes that are distributed on Fridays will be postponed until around the second week in September. The Firefighters' Association (SMFA) has been able to take over the insurance for three of the antique apparatus equipment that has been previously insured by the C.S.D and owned by the SMFA. Mrs. Hido explained that the SMFA has purchased a "Sparky" the dog for future education to the San Miguel Schools; and voiced that it is the only one in San Luis Obispo County. The Fire Prevention Week that includes the Burn Relay is scheduled for October 4th to 10th, 2020. Mrs. Hido explained that it will be done virtually this year due to the COVID-19 pandemic. An update on the proposed "San Miguel Dog Park" was discussed. Mrs. Hido explained that the "California Fire Foundation" has awarded a grant to the SMFA for the "San Miguel Dog Park/Multi-use Park". Mrs. Hido explained that if they still get resistance from the Native Sons, they will be able to use the grant elsewhere. Discussion ensued. The SMFA has adopted Mission Street through the County of San Luis Obispo Public Works Department and will be doing quarterly clean-up on Mission Street; this includes an encroachment permit.

Board Comment: Director Kalvans asked if the SMFA has looked into other areas for a dog park? Mrs. Hido explained that the Native Sons have told her to look elsewhere. Mrs. Hido explained that it was planned at the Father Reginald Park to help with maintaining the park and the water loss and move tourists to the downtown area. Discussion ensued.

Director Gregory asked the history of the Native Sons in regards to Father Reginald Park? Mrs. Hido explained that they have a vision of the park being where visitors could stop and have lunch and they explained that they have worked hard on having historical maps placed there. Mrs. Hido explained that the park cannot be found on any site. Discussion about it being more of a multi-use park and more information from the County would have to be explored.

Director Kalvans voiced that in the past the Native Sons and the old SMFA did not get along and they do not want it to look like the Paso Dog park, because it is depressing. Discussion about what the park would look like and be used for was discussed.

Director Gregory asked about the antique fire equipment? Assistant Chief Scott Young explained what apparatus they had, and how it is insured for parades.

Director Gregory asked about the Mission Street adoption and if they would pick up couches that are dumped, explaining that there has been a lot of illegal dumping on River Road, Indian Valley, and Cross Canyons Road. Discussion ensued about how the adopt a

road is run, with San Miguel Garbage willing to pick up anything that they could not pick up. Mrs. Hido explained that it is to be done no less than quarterly. Discussion ensued about a community clean-up.

Public Comment: None

4. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson was not present at the meeting due to medical issues. Board Clerk Tamara Parent voiced that Mr. Roberson left a small update; election signup is to close on August 12th and a reminder that the District has a Special Strategic Planning work session scheduled for September 10th at 6 PM. District Utility Billing has eleven customers at this time past-due sixty days.

Board Comment: None

Public Comment: None

5. **District General Counsel:** Presented by Counsel Dervin. ChurchwellWhite, LLC. Nothing to report at this time.

Board Comments: None

Public Comments: None

6. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely was not present, and the Director of Utilities Kelly Dodds asked for any questions.

Board Comment: Director Kalvans asked what the difference is between a “Rain Garden” “Culvert”, “Bio-scape” and a “Bioswale”. Director of Utilities Kelly Dodds explained that Bioswales are channels designed to concentrate and convey stormwater runoff while removing debris and pollution. A culvert is a structure that allows water to flow under a road, railroad, trail, or similar obstruction from one side to the other. Discussion ensued about the type of soil that can be found within the District.

Director Sangster asked about item two of the DE Report; “On May 5, 2020, the DE submitted a Pre-Application to the DWR for \$14,500,000 in funding through the Small Community Funding Program” and wanted to know if the plant cost has really got to a fourteen million dollar project. Director Sangster also asked if this was a grant or loan?

Director of Utilities Kelly Dodds explained that it is being reduced to an estimated eight million dollars, and the application through DWR is a grant. Discussion ensued about grants and applications.

Director Gregory asked if we knew what the out of pocket cost would be to the District? Director of Utilities Kelly Dodds explained that most likely it would be around sixty percent of the plant and that the District has feelers out to everyone for grant monies and loans. Discussion ensued.

Public Comment: None

7. **Director of Utilities:** Written report submitted as-is and the Director of Utilities explained that the District has added Permitting through Black Mountain, this will allow us to track progress and funds, this includes inspection pass/fail. Mr. Dodds also explained that the CSD owns a piece of property that a developer would like to make a deal with the District to vacate the property, and at this point, the District has asked them to survey the property.

Board Comment: Director Kalvans asked about the property and where it is located. Discussion ensued about the vacant lot and old well site. Director Kalvans asked about the cost for the ADU study from Bartle-Wells. Director of Utilities Kelly Dodds explained that it is a not to exceed cost of five-thousand dollars.

Director Sangster wanted to know about the water usage for the Landscaping and sees that it is high at 86 units. Director of Utilities Kelly Dodds explained that they are still finding leaks and last month's usage was 86 units but does see that it is going down.

Director Gregory asked how they found the leak? Director of Utilities Kelly Dodds explained that there was a water leak in front of the CHC building that was found because it was coming up through the concrete.

Director Kalvans asked if this is the leak that has caused issues in that area. Director of Utilities Kelly Dodds explained that the sidewalk was removed and the leak was fixed. Mr. Dodds explained that San Luis Obispo County had maintenance scheduled and filled in the concrete on the sidewalk, saving the District money. Discussion ensued about the trees and the maintenance being done by the County.

Public Comments: None

- 8. Fire Chief & Asst. Fire Chief:** Fire Chief Rob Roberson, and Assistant Chief Young submitted the report as written. Asst. Chief Young asked for any questions.

Board Comments: Director Sangster asked about the report, and explained that a calculation was incorrect, in the standby hours is May and call is June. Discussion ensued and the item will be fixed.

Public Comment: None

- X. CONSENT ITEMS:** Director Sangster asked to pull and discuss item number 1a.

1. Review and Approve Board Meeting Minutes

- a. 7-23-2020 Regular Board Meeting

Board Comment: Director Sangster voiced that page 22 item 9 SMFA report; Mr. should be changed to Mrs. and item 4 General Managers report; Governor Newsom “reinstated closers” changed to “reinstated closures”

Director Gregory asked that Prop 13 be changed to Prop 15

Public Comment: None

Motion by Director Sangster to approve Consent items 1.a as amended

Seconded by Director Gregory. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

2. Approve Resolution 2020-31 approving the rate increase from \$5.01 per HCF to \$5.22 per HCF for construction hydrant meter usage to be effective September 16, 2020.

Board Comment: Director Palafox asked if this was part of the “rate increase”. Director of Utilities Kelly Dodds explained that this was increasing the hydrant water to the same cost of the non- residential water, without the increased construction meters would be less than non-residential meters. Mr. Dodds explained that the Hydrants were not in the rate study and that is why we have to bring it for approval every year.

Director Kalvans asked if the Fire Department would have to pay for hydrant water that they use for training, and asked if SMF has the opportunity to bill Cal Fire in needed?

Director Sangster voiced that he has seen Cal Fire get water at the hydrant by his residence, explaining that it was during a fire. Assistant Chief Scott Young voiced that the engines track their usage when they are pumping. Discussion ensued about other fire departments and how usage is submitted, and the Director of Utilities explained that he has been

contacted by Cal Fire in the past for water used during an incident. The consensus is that because it is such a small amount the San Miguel Fire Department would not be charged for water usage by the Water Department.

Public Comment: None

Motion by Director Sangster to approve Resolution 2020-31 approving the rate increase from \$5.01 per HCF to \$5.22 per HCF for construction hydrant meter usage to be effective September 16, 2020.

Seconded by Director Palafox. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

3. Receive and file a 2020 audit of the Sanitary Sewer Management Plan (SSMP) dated July 31st, 2020. SSMP is available on the District website.

Board Comment: None

Public Comment: None

Motion by Director Sangster to approve Receive and file a 2020 audit of the Sanitary Sewer Management Plan (SSMP) dated July 31st, 2020. SSMP available on the District website

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive, and File the Enumeration of Financial Report for July 2020.

Item was presented by Financial Officer Paola Freeman explaining that the FY19-20 Audit has started and that the auditors will be at the District office on September 3rd. Mrs. Freeman also updated the Board of Directors that the IRS should be sending out the funds that were overpaid on payroll taxes, and should be around \$5,600. Mrs. Freeman explained that she has been in touch with the SLO Court victim advocates and that Kallie Johnson's case will have a sentencing hearing on September 10, 2020, that she plans on attending.

Board Comment: Director Sangster asked about the large amount to SDRMA on the Claims Detail. Financial Officer Paola Freeman explained that it was more than expected and it is all Workers Compensation, Vehicle, and Liability insurance.

Director Gregory asked about the charge at Container Stop. Director of Utilities Kelly Dodds explained that the container was purchased to store pipe at the WWTF, and explained that it will be used to protect the pipe from the sun.

Director Sangster asked about the RS Communications charge. Assistant Fire Chief Scott Young explained that the charge was for BK150 radios for engine 8668.

Director Gregory asked to discuss something that she forgot in the Fire Report and asked if the Fire Department went out to Pleasant Valley for fire prevention week. Assistant Chief Young voiced that he could look into it. Mrs. Hido voiced that this year it will be a virtual education and is just a link that they could give out to Pleasant Valley School. Discussion ensued about the SMFA, and what they sponsor at Pleasant Valley School.

Director Kalvans asked if the District Auto Aid goes out to Pleasant Valley and voiced that he would like to have San Miguel Fire go out to the school for Fire Prevention education. Director Gregory thanked everyone for jumping back to that item and gave her apologies.

Public Comment: None

Motion by Director Sangster to Receive and File the Enumeration of Financial Report for July 2020.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 2. Adopt a Resolution 2020-29 approving an employment agreement for the Director of Utilities and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District.** Item was presented by District General Counsel Erin Dervin informing the Board and public of the history with this position. District Counsel Dervin explained that this agreement has been discussed and amendments to 4.4 a: a) At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period; And 5.5: Compensatory leave may roll over to a maximum of sixty (60) hours. Director of Utilities explained that on item 4.4 a it needs to be OR and not both. Director Sangster voiced that the intent is meant to keep our employees; and the point is designed as a safeguard under both expenditures and revenues. Discussion ensued. Mr. Dodds voiced that he is okay with “OR”, all parties agreed.
- Staff Comment:** Assistant Chief Scott Young asked why 5.8 the District would be providing a cell phone, instead of fifty-dollar reimbursement. It was explained that it reads: *5.7 District shall provide a District-owned smartphone, with phone, text, and data plan, for use solely by Employee in his position as Director of Utilities. If the District does not provide a District owned Smart Phone then the District will pay Employee \$50 per month phone stipend.*
- Board Comment:** None
Public Comment: None

Motion by Director Sangster to approve Resolution 2020-29 approving an employment agreement for the Director of Utilities and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District, as amended.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 3. Adopt a Resolution 2020-30 approving an employment agreement for the Board Clerk/Account Clerk Manager and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District.** Item was presented by District General Counsel Erin Dervin informing the Board and public of the history with this position. District Counsel Dervin explained that this

agreement has been discussed and amendments to 4.3 a: a) At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period; And 5.5: Compensatory leave may roll over to a maximum of sixty (60) hours.

Board Comments: None

Public Comment: None

Motion by Director Sangster to approve Resolution 2020-30 approving an employment agreement for the Board Clerk/Account Clerk Manager and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District, as amended.

Seconded by Director Palafox. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

4. **Review and approve Resolution 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.** Item was presented by Director of Utilities Kelly Dodds explained that in the L Street alley the waterline would need to be replaced because they are undersized, and the County is going to overlay the alleyways. These plans would be used to get grants and if we work it in before the County paves, the District would not have to repave the roads.

Board Comment: Director Kalvans asked if more lines would need to be replaced and Mr. Dodds explained the size of the other water lines and this is the worst and explained the County's paving schedule and how the District would not have to pay to pave the road.

Director Gregory asked if there were any other utilities in the alley? Director of Utilities Kelly Dodds explained that there are phone lines and sewer lines.

Director Kalvans voiced that he knows that it is very expensive to repave and asked if there where any opportunities to add infrastructure? Director of Utilities Kelly Dodds explained that PG&E would not be interested in putting their lines underground, and Charter is not going to underground the lines, and Frontier is the phone line and they have voiced they have no money. Discussion ensued about getting gas lines put in, and how you would need to get the residence input of interest to the Gas Company.

Director Sangster voiced that this is a minimal cost to be ready with plans and help with getting grants to pay for the project.

Director Kalvans agreed.

Director Gregory asked about the sewer lines, and how they are. Director of Utilities Kelly Dodds explained that the plan is to line the sewer lines in the future.

Director Sangster voiced that the Resolution had a typo and "Terrain" should be changed to "Monsoon Consultants".

Director Kalvans asked about grant funds and discussion about CBDG funds and that CBDG funds needed to be for a regional benefit.

Motion by Director Sangster to approve Resolution 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount. As amended.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

5. **Review and approve Resolution 2020-33 authorizing the Director of Utilities to contract with *Terrain* for land surveying services for purposes of plan preparation for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.** Item was presented by Director of Utilities Kelly Dodds explained that he got three bids, MBS, Twin City Survey, and Terrain. Terrain was the lowest bid.

Board Comment: Director Sangster voiced that he had some problems with Terrain's terms and conditions in the contract. Discussion ensued.

Public Comment: None

Item was tabled to the September 24th Board Meeting, Director of Utilities will work with Director Sangster on the terms and conditions in Terrain's contract. Direction to staff.

6. **Continued discussion on the Fire Department Temporary Housing unit.** Item was presented by Assistant Fire Chief/Fire Prevention Officer Scott Young updating the Board of Directors that he is still moving forward and he has talked with the property owner and a discussion about a lease agreement for a minimum of two lots, and the lease agreement would be three to five years with the option of a year extension. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that he would not move forward with a purchase until that agreement was finalized. Assistant Fire Chief/Fire Prevention Officer Scott Young informed the Board that Turn-Key modular is the front runner and would be finished and set up with utilities. Discussion about insulation and soundproofing because of the railroad ensued. The only cost at this point would be for design documents for San Luis Obispo planning and explained that he would need to get bids. Discussion ensued and Assistant Chief Young explained that there will be a cost for site prep and tree trimming.

Board Comment: Director Gregory asked what the actual cost of the modular would be and what kind of resale would it be after five years. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that Turn-Key is around one-hundred and thirty thousand dollars for the modular and the resale would be good because this would be a high quality modular. Discussion ensued about layout. Director Gregory asked about the trees on the lot that have had limbs fall in the past. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that there would need to be some tree maintenance done and that the trees are on the County right of way. Director Gregory also asked where the funds to purchase the modular would come from? Assistant Fire Chief/Fire Prevention Officer Scott Young explained that it would need to be out of Capital Reserves or some kind of finance lease and would be helpful to get some funding from the Sherriff Department. Discussion ensued.

Director Sangster asked about a formal bid, site plans, and that he might be able to help with an RFP that is public record. Discussion ensued.

Director Kalvans thanked Mr. Young for all the hard work and voiced that he has looked at a depreciation value.

Public Comment: None

Consensus of the Board of Directors is to keep moving forward and to bring back updates.

- 7. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project.** Item presented by Director of Utilities Kelly Dodds updating the Board of Directors that in *July* the plant averaged *160,274 gallons per day* (80% of hydraulic design capacity) with a *max day of 188,416 gallons* (94% of hydraulic design capacity). Director of Utilities Kelly Dodds explained that an office trailer was donated by Pleasant Valley School and received on 8/7/2020 and that the office is estimated to need around thirteen-thousand seven-hundred dollars to repair. Mr. Dodds explained that an annual rental rate would be twenty-seven thousand. The office trailer will be used for a temporary office space for the Director of Utilities until a permanent office is built, due to the current crowding in the 1150 Mission Street office. The office will also provide office space for the Field and Wastewater Operators, and provide an onsite office and meeting capabilities during the construction of the WWTF expansion.

Board Comment: Director Gregory asked the Director of Utilities Kelly Dodds about the trailer from Pleasant Valley School and what it was going to cost the District to make it functional for a construction trailer/DOU office. Discussion ensued about where Pleasant Valley School got the trailer and why it would be okay for a construction trailer and why it would not work as a live-in trailer. Director of Utilities Kelly Dodds explained that it would be an estimated cost of around thirteen thousand to rehab the trailer. Discussion ensued about bring information to the Board and what the cost would be with CSD labor. Director Gregory voiced that it is built with all steel and is a solid well-built trailer, but agrees that it would need at least thirteen thousand dollars in rehab. Director of Utilities Kelly Dodds explained that the roof and floor are solid and the cost to rent a trailer is not cost-effective. Mr. Dodds explained that Director Sangster has asked that he bring the decision to the Board of Directors and is asking for direction if they would like to keep the trailer or sell it.

Director Gregory asked what he has spent on the trailer to date.

Director of Utilities Kelly Dodds voiced that twelve-hundred dollars have been spent to disconnect the electrical from the Pleasant Valley school and tires to move it safely to the facility. Discussion ensued about A/C and Heating and it was explained that nothing has been done with those units.

Director Sangster asked if the overall cost to rehab the trailer would be including electrical and IT. Director of Utilities Kelly Dodds explained that it would be around thirteen-thousand seven-hundred dollars, and that didn't include staff labor. Director Sangster voiced that it would be sixteen thousand, because staff labor cost should also be included, and insurance. Director Sangster explained that the Board of Directors should be informed before any changes with the nature of operation with the District Staff at all times. Discussion ensued.

Director Kalvans voiced that he just did not want it to be half-way finished, and voiced that he would like to know what is was going on with the Fire Station upstairs.

Director Gregory asked how long he planned on using the trailer. Director of Utilities Kelly Dodds explained that he is estimating a couple of years. Director Gregory voiced that she did agree with moving the Director of Utilities due to the overcrowding.

Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that he would like to be on record that he had nothing to do with the construction upstairs at the fire station.

Director Gregory asked if they had a consensus that the Director of Utilities needs to move to the treatment facility. Director Sangster voiced that was one of a few questions, and asked for comment from other Directors.

Director Palafox voiced that he remembers that when it was brought to the Board of Directors to be for the Fire Department it was not repairable and asked for an update on the plans for the Fire Station. Discussion ensued.

Director Kalvans voiced that the whole facility needed to be reimagined, and voiced that the employees are overcrowded.

Director of Utilities Kelly Dodds voiced that some questions need direction and that it has been discussed but nothing has been decided. The question is if the Board of Directors are willing to have the administrated staff move to the Treatment Facility. During the COVID, the customers have not had issues with payments. Discussion ensued about what the customers would do, and the decision needs to be made soon. The staff is just making this work and it is not a productive environment.

Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that the Chief and Assistant Chief could move to the new modular next to the existing fire station if needed. Discussion ensued about the time frame.

Director Gregory voiced that she does not see a need to have the CSD in the downtown main street area. Director Gregory explained that she is happy that we own the property at the WWTF and that an office is already going to be built at the WWTF, it is a no brainer to just make the office larger for a much smaller cost than building at a downtown site. The construction trailer is a good idea and moving the Director of Utilities down to the WWTF, voicing that she understands the crowding in the current office space. Director Gregory voiced that she sees all of these things as a positive because it means that San Miguel is growing, and voiced that she is in favor of the Director of Utilities moving down to the WWTF.

Director Sangster asked about the cost to furnish the trailer. Discussion ensued about what we have in storage for furnishings.

Director Kalvans voiced that there is data that shows there is an economic impact on where the CSD is located and voiced that he would like to talk about the Fire Department's needs and agrees that they need to be in the downtown area.

The Director of Utilities discussed the history with where the CSD is located and the five to ten-year plan for the District and the building of the new treatment facility.

Director Gregory voiced that why she doesn't feel the CSD needs to be downtown and explained that it is a utility and customers will find a place to pay their bills, the CSD is not a visitors center.

Director Palafox voiced that he agrees that the office is very cramped but doesn't feel that the other staff should move.

Director Kalvans voiced that he is in favor of moving the Director of Utilities to the WWTF, and rehabbing the trailer. Discussion about the upcoming Strategic Planning work session and the WWTF explanation ensued.

Director Sangster voiced that question at hand; for clarification, and asked for public comment.

Public Comment: Diane Sangster San Miguel Resident asked what employee sat in the “training/board room”. The Board Clerk voiced that she moved her desk to that area for distancing response during COVID. Mrs. Sangster asked why the Director of Utilities could not move into that room. Discussion about why the staff needs a conference area ensued. Director Gregory asked if the trailer had already been moved. Director of Utilities Kelly Dodds voiced that the trailer has already been moved. Mrs. Sangster voiced that it was already moved, so it was a done deal.

Board Comment: Director Sangster asked for consensus on the matter.

Director Gregory voiced that she was in favor of the Director of Utilities moving his office to the trailer and rehabbing the trailer for the cost explained.

Director Kalvans voiced that he was also in favor, and agreed with Director Gregory.

Director Palafox voiced that he agrees that the Director of Utilities needs an office to do his job effectively and is in favor of the trailer rehab with cost brought to the Board of Directors.

Consensus of the Board is to rehab the trailer and move the Director of Utilities into the trailer at the WWTF.

- 8. Review and discuss Chapter 4.A (Board Member Compensation) of the San Miguel Community Services District Board Members’ Handbook.** Item was presented by Director Kalvans due to Interim General Manager being absent. Director Kalvans voiced that this has been an issue due to the workload of the Board and the number of meetings that are being proposed. The changes have been reviewed by District General Counsel. The Board Clerk explained that this is a Board Members’ Handbook revision and explained that the financial impact was put into the staff report at the maximum. There is a redline version attached and this is the time to discuss any changes, and next month it will be brought back as approval with Resolution. District General Counsel Dervin voiced that she has reviewed and added language.

Board Comment: Director Sangster looking to be compensating for meetings that are not just regular meetings, and asked District Counsel is this proposal achieving that, or is it too wordy? District Counsel explained that it could be worded differently, and discussion ensued.

Director Kalvans explained that it is written as a policy; and feels that it needed to be explained out for accountability.

Director Sangster asked what regional meetings were about. Director Kalvans gave an example of the GSP meeting. Discussion ensued.

District General Counsel discussed that training should be by Board approval, and discussed having a retreat meeting.

Director Gregory asked about closed-door meetings. It was explained that those are special meetings and qualifies.

Director Sangster voiced item 5 should be “Approved by the Board”

Assistant Chief Young voiced that item two, under forfeiture of stipend should be held to the same standards of the employees. The Board Clerk voiced that we had wording from contracts that would work.

Director Gregory is in favor of the changes.

Public Comment: Board Clerk read aloud the public comment from Laverne Buckman San Miguel Resident, that was sent via email. (Item attached on District Website: <https://www.sanmiguelcsd.org/files/41bdbd8a3/XI+-+8-+Public+Comment+8-27-2020+L+Buckman+XI-8.pdf>)

Board Comment: Director Kalvans voiced that under the Government Code is stated six days a maximum a month. **61047.** (a) *The board of directors may provide, by ordinance or resolution, that each of its members may receive compensation in an amount not to exceed one hundred dollars (\$100) for each day of service. A member of the board of directors shall not receive compensation for more than six days of service in a month.*

Director Sangster voiced that the intent is to say that if a Director plans on going to a meeting he/she will be compensated. Director Sangster agrees with the changes discussed. Director Gregory voiced that it reads “Subsequent special meetings in excess of two (2) hours” and asked why. Director Kalvans explained that it was put in there because he thought that it was inappropriate to be paid for a thirty-minute meeting. Discussion ensued about the time that it takes to come to a meeting.

Public Comment: Michelle Hido voiced that it is not just the time at the meeting but the time to read 300+ pages and research. Mrs. Hido voiced that she doesn’t see this Board having frivolous meetings.

Board Comment: Director Sangster voiced that he would like to hear consensus and have Board Clerk readout changes.

Director Kalvans voiced that San Miguel averages around seventeen meetings a year.

Director Sangster voiced that the financial impact needs to be changed because it is excessive. Discussion ensued. Board asked that the financial impact be calculated at two meetings a month at the most.

The Board Clerk asked about and voiced that she could not find Government Code 60147; District General counsel voiced that the number was transposed and should read 61047.

Consensus of the Board it to make the changes that have been discussed and bring back for approval

XII. BOARD COMMENT:

Director Kalvans reminded everyone of the September 10th Meeting at 6 PM.

Director Kalvans asked if we had an Auto Mutual aid map.

Director Sangster thanked the staff.

Director of Utilities Kelly Dodds voiced that he had forgotten to bring up an opportunity, and asked for approval to present the information to the Board. Director Sangster asked for the information. The Director of Utilities voiced that he has been approached by People's Self-Help Housing, because they are going to be starting a development next to Mission Gardens. Director of Utilities voiced that the developer is required to put in retention basins to collect stormwater and they cannot have any stormwater go onto any other property. People's Self-Help Housing, asked if the CSD would take on Stormwater. Director of Utilities Kelly Dodds explained that if the Board of Directors wished to do this; it would

take talking to LAFCO, and explained that it would also take a Prop 218 to figure the cost for those fifteen homes. Mr. Dodds explained that there was no financial gain from taking on this power and voiced that it would only be a financial drain.

Director Kalvans voiced that if the town wants to incorporate it would have to take on stormwater, voicing that the county is not taking on repairs with new developments. Director Kalvans voiced it could be financially viable if we Incorporate or became a Facilities District. Discussion ensued about how HOA usually takes on this within the developments.

Director Sangster voiced that he did not see this a viable gain for the District.

Director Gregory asked if additional developments have this same issue. Director of Utilities explained that Martinez Development will have to have a retention basin and that every new track will have to have some kind of onsite stormwater retention. Discussion ensued.

Director Gregory voiced that she doesn't see a benefit.

Director Palafox agrees that there is no financial gain for the District, there is no benefit.

Director Kalvans asked if they could wait on this decision. The Director of Utilities Kelly Dodds informed him that they could not wait. Director Kalvans voiced that he would like to discuss in the future but agrees that this is not the time to take on Stormwater powers.

Consensus of the Board is to not take on Stormwater within this or any development at this time and to have the Director of Utilities to inform Peoples Self-help Housing.

XIII. ADJOURNMENT TO NEXT MEETING: Adjournment at Approximately 10:21 P.M.



**San Miguel Community Services District
Board of Directors
Staff Report**

September 24, 2020

AGENDA ITEM: XI - 1

SUBJECT: Financial Report for August 2020

RECOMMENDATION: Review and File the Enumeration for Financial Reports for August 2020

August 2020 Payroll Expense: CSD Payroll \$54,504.56/ Fire Stipend \$30,599.05

August 2020 Income: \$181,935.97

August 2020 Expenses: \$136,817.14

1. PG&E \$11,275.74
2. SLO County Fire Dispatch \$8797.00 Annual Invoice
3. Black Mountain Software \$7,363.75
4. SLOACTTC \$4943.71 LAFCO
5. Southern Calif Gas \$4,016.01 Gas Line WWTF
6. Core & Main \$2068.71
7. Baldwin Electric \$1,633.90 Trailer at WWTF Disconnect/Hook up
8. Coblenz Biehl & Cramer \$1,440.00 Audit Prep
9. USA Blue Book \$1,387.57
10. Ferguson Enterprises \$1,210.86

Recommendation: Review and File the Enumeration for the Financial Reports for August 2020.
This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman,
Financial Officer

09/16/20
08:11:21

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/20

Page: 1 of 10
Report ID: AP100V

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
6011	18495S 999999	ANDREA STEINBECK	19.37					
1615	Aldo Way overpayment							
1	1615 Aldo 08/10/20	1615 Aldo Way overpayment	19.37			50 20550		10200
		Total for Vendor:	19.37					
5990	18496S 653	ANTHONY`S TIRE STORE	30.00					
		Install tube in loose tire						
1	2101826 08/05/20	Install tube in loose tire	15.00			40 64000	582	10200
2	2101826 08/05/20	Install tube in loose tire	15.00*			50 65000	582	10200
6028	18516S 653	ANTHONY`S TIRE STORE	21.55					
		Install tube in loose tire						
1	2101826 08/05/20	Install tube in loose tire	10.78			40 64000	582	10200
2	2101826 08/05/20	Install tube in loose tire	10.77*			50 65000	582	10200
		Total for Vendor:	51.55					
5991	18497S 622	BALDWIN ELECTRIC SERVICE	461.66					
		Well #3 Install conduit, wire and thermostate to exhaust fan ~ Check fixture at Terrace Well						
1	227 08/02/20	Well#3 Install conduit,Terrace	461.66			50 65000	351	10200
6022	18517S 622	BALDWIN ELECTRIC SERVICE	1,172.24					
		Disconnected job trailer at Pleasant Valley School, Built Panel.						
1	231 08/09/20	Disconnected job trailer	58.62*			30 63000	354	10200
2	231 08/09/20	Disconnected job trailer	527.50			40 64000	354	10200
3	231 08/09/20	Disconnected job trailer	527.50			50 65000	354	10200
4	231 08/09/20	Disconnected job trailer	58.62*			60 66000	354	10200
		Total for Vendor:	1,633.90					
6016	18518S 33	BLACK MOUNTAIN SOFTWARE	6,300.00					
		Annual Maintenances for Accounting; Budget prep. Cash Receipting ; UB, ACH, 08/2020						
1	25886 08/01/20	Annual Maintenance	1,449.00			20 62000	334	10200
2	25886 08/01/20	Annual Maintenance	126.00			30 63000	334	10200
3	25886 08/01/20	Annual Maintenance	2,205.00			40 64000	334	10200
4	25886 08/01/20	Annual Maintenance	2,394.00			50 65000	334	10200

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5	25886	08/01/20 Annual Maintenance	126.00			60 66000	334	10200
6017	18518S	33 BLACK MOUNTAIN SOFTWARE Permitting/Service/Support	1,063.75					
1	25901	08/06/20 Annual Maintenance	354.58			20 62000	715	10200
2	25901	08/06/20 Annual Maintenance	354.58			40 64000	715	10200
3	25901	08/06/20 Annual Maintenance	354.59			50 65000	715	10200
Total for Vendor:			7,363.75					
5992	18498S	34 BLAKE'S INC	43.57					
1	1367006	07/09/20 Brushes, Paint	43.57			50 65000	353	10200
Total for Vendor:			43.57					
6029	18519S	67 CHARTER COMMUNICATIONS	314.94					
Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice								
Service 08/11/20 ~ 9/10/20								
1	27311-0511	08/11/20 Internet/Voice	94.48			20 62000	375	10200
2	27311-0511	08/11/20 Internet/Voice	110.23			40 64000	375	10200
3	27311-0511	08/11/20 Internet/Voice	110.23			50 65000	375	10200
Total for Vendor:			314.94					
5994	18501S	583 COBLENTZ BIEHLE & CRAMER	1,440.00					
Bank recon, June update fiscal year entries, July Meter Fees and Transfers								
1	7256	08/03/20 Bank recon, Payroll master sch	331.20			20 62000	325	10200
2	7256	08/03/20 Bank recon, Payroll master sch	28.80			30 63000	325	10200
3	7256	08/03/20 Bank recon, Payroll master sch	504.00			40 64000	325	10200
4	7256	08/03/20 Bank recon, Payroll master sch	547.20			50 65000	325	10200
5	7256	08/03/20 Bank recon, Payroll master sch	28.80			60 66000	325	10200
Total for Vendor:			1,440.00					
5995	18502S	584 CORE & MAIN LP	585.23					
Tract #2779								
1	M653016	07/13/20 1" Meter Valve	585.23			50 65000	526	10200

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5996	18502S	584 CORE & MAIN LP	1,483.48					
1	M653125	07/13/20 7~ 5/8x3/4 Meters Valve	1,483.48			50 65000	525	10200
		Total for Vendor:	2,068.71					
5997	18503S	654 CULLIGAN WATER	33.24					
1	July2020	07/31/20 Water	33.24			40 64000	305	10200
		Total for Vendor:	33.24					
6039	18532S	999999 DUSTIN PITTMAN	60.00					
		Drinking Water Certificate for Dustin Pittman						
1	pittman DW	08/20/20 Certification D Pittman	60.00			50 65000	715	10200
		Total for Vendor:	60.00					
6040	18533S	999999 DUSTIN PITTMAN	50.00					
		Water Treatment Plant Operation, Vol 1 Ed 7 for Dustin Pittman						
1	pittman C1	08/20/20 Water Treat Plant Operatio	50.00			50 65000	715	10200
		Total for Vendor:	50.00					
5999	18504S	109 FERGUSON ENTERPRISES	1,210.86					
		12th and L Street						
1	8639599	07/28/20 Gate Valve, Coup,Flg blt set	1,210.86			50 65000	520	10200
		Total for Vendor:	1,210.86					
6000	18505S	112 FGL - ENVIRONMENTAL ANALYTICAL	100.00					
		#8000653						
1	082158A	07/28/20 Coliform~Colilert	100.00			50 65000	358	10200
6001	18505S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
		#8000653						
1	082371A	08/04/20 Metals	67.00			50 65000	358	10200
6005	18520S	112 FGL - ENVIRONMENTAL ANALYTICAL	200.00					
1	082370A	08/10/20 Coliform-Colilert, Wet Chem	100.00			50 65000	356	10200
2	082370A	08/10/20 Coliform-Colilert, Wet Chem	100.00			50 65000	359	10200

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Pacific Premier Bank - General Account
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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6023 #8000653	18520S 1	112 FGL - ENVIRONMENTAL ANALYTICAL 082422A 08/11/20 Metals	67.00 67.00			50 65000	358	10200
6030 #8000653	18520S 1	112 FGL - ENVIRONMENTAL ANALYTICAL 082522A 08/04/20 Coliform~Colilert	100.00 100.00			50 65000	359	10200
Total for Vendor:			534.00					
6018 Acct #805-467-2015-051216-5	18521S	308 FRONTIER COMMUNICATIONS Service from 8/01/20 ~ 8/31/20	72.00					
SCADA								
1	Aug 2020	08/01/20 Alarm/SCADA	36.00			40 64000	310	10200
2	Aug 2020	08/01/20 Alarm/SCADA	36.00			50 65000	310	10200
Total for Vendor:			72.00					
5998	18506S	574 HUTCH HEATING & AIR, INC	165.00					
1	22275	08/06/20 Replaced dual run capacitor	37.95			20 62000	352	10200
2	22275	08/06/20 Replaced dual run capacitor	3.30*			30 63000	352	10200
3	22275	08/06/20 Replaced dual run capacitor	57.75			40 64000	352	10200
4	22275	08/06/20 Replaced dual run capacitor	62.70			50 65000	352	10200
5	22275	08/06/20 Replaced dual run capacitor	3.30*			60 66000	352	10200
Total for Vendor:			165.00					
6002	18507S	147 JB DEWAR	851.66					
1	116018	07/23/20 3	373.66			20 62000	485	10200
2	116018	07/23/20 Clear Diesel	239.00			40 64000	485	10200
3	116018	07/23/20 Clear Diesel	239.00			50 65000	485	10200
Total for Vendor:			851.66					
6038	18531S	510 LOCAL IT EXPERTS	1,157.00					
1	252	08/20/20 IT Service~ July 2020	133.50			20 62000	350	10200
2	252	08/20/20 IT Service~ July 2020, T-Books	39.68			30 63000	334	10200
3	252	08/20/20 IT Service~ July 2020, T-Books	357.07			40 64000	334	10200
4	252	08/20/20 IT Service~ July 2020IT Servic	357.07			50 65000	334	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Pacific Premier Bank - General Account
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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5	252 08/20/20	IT Service~ July 2020, T-Books	39.68			60 66000	334	10200
6	252 08/20/20	2 New Camaras	230.00			20 62000	334	10200
Total for Vendor:			1,157.00					
6031	18522S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512939709	07/29/20 Employee Uniforms	0.91			30 63000	495	10200
2	512939709	07/29/20 Employee Uniforms	21.87			40 64000	495	10200
3	512939709	07/29/20 Employee Uniforms	21.87			50 65000	495	10200
4	512939709	07/29/20 Employee Uniforms	0.91			60 66000	495	10200
6032	18522S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512986667	08/05/20 Employee Uniforms	0.91			30 63000	495	10200
2	512986667	08/05/20 Employee Uniforms	21.87			40 64000	495	10200
3	512986667	08/05/20 Employee Uniforms	21.87			50 65000	495	10200
4	512986667	08/05/20 Employee Uniforms	0.91			60 66000	495	10200
6033	18522S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	513030475	08/12/20 Employee Uniforms	0.91			30 63000	495	10200
2	513030475	08/12/20 Employee Uniforms	21.87			40 64000	495	10200
3	513030475	08/12/20 Employee Uniforms	21.87			50 65000	495	10200
4	513030475	08/12/20 Employee Uniforms	0.91			60 66000	495	10200
Total for Vendor:			136.68					
6024	18523S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	423.56					
Truck #8600, Service truck, filters								
1	94767 07/02/20	Truck #8600, Service,	423.56			20 62000	354	10200
Total for Vendor:			423.56					
6014	18508S	17 N REX AWALT CORPORATION	864.55					
Well 4								
2	19387 07/29/20	Motor Saver	864.55			50 65000	351	10200
Total for Vendor:			864.55					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
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Report ID: AP100V

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
6036	18524S	636 OFFICE1 Maintenance Contract #CBM6913-02 Samsung/X4250LX	85.61					
Acct No. 013014								
1	AR580753	08/05/20 Maint Contract 8/4/20~9/3/20	25.69			20 62000	334	10200
2	AR580753	08/05/20 Maint Contract 8/4/20~9/3/20	29.96			40 64000	334	10200
3	AR580753	08/05/20 Maint Contract 8/4/20~9/3/20	29.96			50 65000	334	10200
Total for Vendor:			85.61					
6046	18534S	209 PG&E #6851-8	11,275.74					
Acct #3675186851-8								
1	0620~0720	07/17/20 Old Fire Station / 1297 L S	24.45			20 62000	381	10200
2	0620~0720	07/17/20 New Fire Station 1150 Missi	2.42			20 62000	381	10200
3	0620~0720	07/17/20 Water Works #1 / Well 3	3,467.51			50 65000	381	10200
4	0620~0720	07/17/20 Bonita Pl & 16th / Well 4	825.04			50 65000	381	10200
5	0620~0720	07/17/20 N St / WWTP	6,607.58			40 64000	381	10200
6	0620~0720	07/17/20 2HP Booster Station	15.42			50 65000	381	10200
7	0620~0720	07/17/20 Mission Heights Booster	9.53			50 65000	381	10200
8	0620~0720	07/17/20 14th St. & K St.	69.69			50 65000	381	10200
9	0620~0720	07/17/20 942 Soka Way lift station	87.52			40 64000	379	10200
10	0620~0720	07/17/20 Missn & 12th Lanscape~St li	88.19*			30 63000	381	10200
11	0620~0720	07/17/20 SLT Well	78.39			50 65000	381	10200
Total for Vendor:			11,275.74					
6019	18525S	233 SAFEGUARD BUSINESS SYSTEMS	588.71					
48 Gilden Cotton Tee								
1	034164629	07/28/20 Heavy Blend Hoodie	588.71			20 62000	495	10200
Total for Vendor:			588.71					
6004	18509S	440 SAN LUIS OBISPO COUNTY FIRE	8,797.00					
Dispatch agreement with San Miguel Fire Department CY 20/21 Annual Invoice for 2019								
1	1465	07/23/20 Fire Dispatch Serv CY 20/21	8,797.00			20 62000	370	10200
Total for Vendor:			8,797.00					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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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
6020	18526S	238 SAN MIGUEL GARBAGE	103.98					
Account # 318694 Service 8/01/20 ~ 8/31/20								
1	8-	2020 08/01/20 Trash Disposal	51.99			40 64000	383	10200
2	8-	2020 08/01/20 Trash Disposal	51.99			50 65000	383	10200
Total for Vendor:			103.98					
6003	18510S	437 SLOACTTC	4,943.71					
LAFCO 2020~21								
1	LAFCO	2020 07/07/20 LAFCO 2020~21	1,483.11			20 62000	394	10200
2	LAFCO	2020 07/07/20 LAFCO 2020~21	247.19			30 63000	394	10200
3	LAFCO	2020 07/07/20 LAFCO 2020~21	1,483.11			40 64000	394	10200
4	LAFCO	2020 07/07/20 LAFCO 2020~21	1,483.11			50 65000	394	10200
5	LAFCO	2020 07/07/20 LAFCO 2020~21	247.19			60 66000	394	10200
Total for Vendor:			4,943.71					
6006	18511S	589 SOUTH COAST EMERGENCY VEHICLE	650.00					
#8687 Charger INOP Charger not plugged in.								
1	499902	07/23/20 Truck #8687	650.00			20 62000	354	10200
Total for Vendor:			650.00					
6037	18527S	657 SOUTHERN CALIFORNIA GAS COMPANY	4,016.01					
Gas Line at WWTF								
1	226131	08/20/20 Gas Line at WWTF	4,016.01			40 64000	582	10200
Total for Vendor:			4,016.01					
6035	18528S	352 STAPLES CREDIT PLAN	432.62					
1	Aug 2020	09/10/20 Scanner	10.19			30 63000	410	10200
2	Aug 2020	09/10/20 Scanner	91.69			40 64000	410	10200
3	Aug 2020	09/10/20 Scanner	91.69			50 65000	410	10200
4	Aug 2020	09/10/20 Scanner	10.19			60 66000	410	10200
5	Aug 2020	09/10/20 Paper, Post It, Labels, Tone	52.64			20 62000	410	10200
6	Aug 2020	09/10/20 Paper, Post It, Labels, Tone	4.58			30 63000	410	10200
7	Aug 2020	09/10/20 Paper, Post It, Labels, Tone	80.10			40 64000	410	10200
8	Aug 2020	09/10/20 Paper, Post It, Labels, Tone	86.96			50 65000	410	10200
9	Aug 2020	09/10/20 Paper, Post It, Labels, Tone	4.58			60 66000	410	10200
Total for Vendor:			432.62					

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08:11:21

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/20

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Report ID: AP100V

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
6013	18512S	534 STREAMLINE Web Page Hosting Service for August 2020	200.00					
1	106459	08/10/20 Web Page Monthly Fee August	46.00			20 62000	376	10200
2	106459	08/10/20 Web Page Monthly Fee August	4.00			30 63000	376	10200
3	106459	08/10/20 Web Page Monthly Fee August	70.00			40 64000	376	10200
4	106459	08/10/20 Web Page Monthly Fee August	76.00			50 65000	376	10200
5	106459	08/10/20 Web Page Monthly Fee August	4.00			60 66000	376	10200
		Total for Vendor:	200.00					
6007	18513S	280 TEMPLETON UNIFORMS VIS Responder ~ Rob & Scott	617.91					
1	131034	08/04/20 VIS Responder ~ Rob & Scott	617.91			20 62000	455	10200
		Total for Vendor:	617.91					
6008	18514S	303 USA BLUEBOOK	814.31					
1	294663	07/14/20 Solinst Repl. Tape w/Probe	814.31			50 65000	351	10200
6009	18514S	303 USA BLUEBOOK	573.26					
1	297709	07/16/20 Wrench Set, SocketSet, Cards	573.26			50 65000	490	10200
		Total for Vendor:	1,387.57					
6015	18515S	327 VALLI INFORMATION SYSTEMS Web Posting service for July Postage,	690.89					
1	60536	07/31/20 Web Posting, Postage	345.44			40 64000	315	10200
2	605.36	07/31/20 Web Posting, Postage	345.45			50 65000	315	10200
		Total for Vendor:	690.89					
6034	18529S	511 VERIZON Laptop 805-423-7591,805-591-9233,805-591-9352 Laptop 805-369-9703	90.12					
08/09/20 ~ 9/08/20								
1	9860309864	08/08/20 Tablets	20.04			20 62000	310	10200
2	9860309864	08/08/20 Tablets	35.04			40 64000	310	10200
3	9860309864	08/08/20 Tablets	35.04			50 65000	310	10200
		Total for Vendor:	90.12					
		# of Claims	45	Total:	52,374.21			

09/16/20
08:11:25

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 8/20

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Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$15,735.90
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$613.28
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$17,414.20
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$18,085.74
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$525.09
Total:	\$52,374.21

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40220	Weed Abatement Fees	0.00	1,329.00	2,000.00	671.00	66 %
40310	Fireworks Refundable C/Up Bond	0.00	0.00	2,700.00	2,700.00	0 %
40420	Ambulance Reimbursement	0.00	0.00	4,400.00	4,400.00	0 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
	Account Group Total:	0.00	1,329.00	29,100.00	27,771.00	5 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	2,351.58	16,563.61	417,997.00	401,433.39	4 %
	Account Group Total:	2,351.58	16,563.61	417,997.00	401,433.39	4 %
46000	Revenues & Interest					
46000	Revenues & Interest	221.96	289.46	0.00	-289.46	** %
46153	Plan Check Fees and Inspections	357.72	507.72	2,000.00	1,492.28	25 %
	Account Group Total:	579.68	797.18	2,000.00	1,202.82	40 %
	Fund Total:	2,931.26	18,689.79	449,097.00	430,407.21	4 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	690.34	4,920.90	124,439.00	119,518.10	4 %
	Account Group Total:	690.34	4,920.90	124,439.00	119,518.10	4 %
46000	Revenues & Interest					
46000	Revenues & Interest	1,372.16	1,566.12	0.00	-1,566.12	** %
46100	Realized Earnings	-122.15	256.20	0.00	-256.20	** %
	Account Group Total:	1,250.01	1,822.32	0.00	-1,822.32	** %
	Fund Total:	1,940.35	6,743.22	124,439.00	117,695.78	5 %
40 WASTEWATER DEPARTMENT						
40000						
40850	Wastewater Hook-up Fees	0.00	50,060.00	0.00	-50,060.00	** %
40900	Wastewater Sales	91,790.04	173,655.48	954,125.00	780,469.52	18 %
	Account Group Total:	91,790.04	223,715.48	954,125.00	730,409.52	23 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	483.51	2,802.11	62,508.00	59,705.89	4 %
	Account Group Total:	483.51	2,802.11	62,508.00	59,705.89	4 %
46000	Revenues & Interest					
46000	Revenues & Interest	348.04	479.80	0.00	-479.80	** %
46008	DWR Grants	0.00	0.00	250,000.00	250,000.00	0 %
46150	Miscellaneous Income	432.00	1,008.00	0.00	-1,008.00	** %
46155	Will Serve Processing Fees	750.00	750.00	0.00	-750.00	** %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
	Account Group Total:	1,530.04	2,237.80	250,000.00	247,762.20	1 %
	Fund Total:	93,803.59	228,755.39	1,266,633.00	1,037,877.61	18 %
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	77,310.07	175,920.61	895,101.00	719,180.39	20 %
41001	Water Connection Fees	0.00	50,912.00	0.00	-50,912.00	** %
41010	Water Meter Fees	450.00	2,250.00	0.00	-2,250.00	** %
	Account Group Total:	77,760.07	229,082.61	895,101.00	666,018.39	26 %
46000 Revenues & Interest						
46000	Revenues & Interest	239.39	264.20	0.00	-264.20	** %
46155	Will Serve Processing Fees	1,500.00	1,500.00	0.00	-1,500.00	** %
	Account Group Total:	1,739.39	1,764.20	0.00	-1,764.20	** %
	Fund Total:	79,499.46	230,846.81	895,101.00	664,254.19	26 %
60 SOLID WASTE DEPARTMENT						
46000 Revenues & Interest						
46000	Revenues & Interest	30.47	38.37	0.00	-38.37	** %
46005	Franchise Fees	3,730.84	6,748.39	32,323.00	25,574.61	21 %
	Account Group Total:	3,761.31	6,786.76	32,323.00	25,536.24	21 %
	Fund Total:	3,761.31	6,786.76	32,323.00	25,536.24	21 %
	Grand Total:	181,935.97	491,821.97	2,767,593.00	2,275,771.03	18 %

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	2,931.26	18,689.79	449,097.00	430,407.21	4 %
30 STREET LIGHTING DEPARTMENT	1,940.35	6,743.22	124,439.00	117,695.78	5 %
40 WASTEWATER DEPARTMENT	93,803.59	228,755.39	1,266,633.00	1,037,877.61	18 %
50 WATER DEPARTMENT	79,499.46	230,846.81	895,101.00	664,254.19	26 %
60 SOLID WASTE DEPARTMENT	3,761.31	6,786.76	32,323.00	25,536.24	21 %
Grand Total:	181,935.97	491,821.97	2,767,593.00	2,275,771.03	18 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	9,328.17	18,957.48	150,000.00	150,000.00	131,042.52	13 %
	111 BOD Stipend	88.00	88.00	1,380.00	1,380.00	1,292.00	6 %
	115 Payroll Expenses	325.13	694.45	1,800.00	1,800.00	1,105.55	39 %
	120 Workers' Compensation	0.00	10,435.74	7,260.00	7,260.00	-3,175.74	144 %
	121 Physicals	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	125 Volunteer firefighter stipends	29,965.44	35,691.04	45,000.00	45,000.00	9,308.96	79 %
	135 Payroll Tax - FICA	943.93	1,515.80	2,800.00	2,800.00	1,284.20	54 %
	140 Payroll Tax - Medicare	474.35	609.62	2,800.00	2,800.00	2,190.38	22 %
	155 Payroll Tax - SUI	119.27	119.27	3,918.00	3,918.00	3,798.73	3 %
	205 Insurance - Health	360.19	719.61	13,884.00	13,884.00	13,164.39	5 %
	210 Insurance - Dental	0.00	0.00	686.00	686.00	686.00	0 %
	215 Insurance - Vision	0.00	0.00	250.00	250.00	250.00	0 %
	225 Retirement - PERS expense	0.00	1,263.45	6,940.00	6,940.00	5,676.55	18 %
	305 Operations and maintenance	0.00	239.35	6,000.00	6,000.00	5,760.65	4 %
	310 Phone and fax expense	20.04	60.19	475.00	475.00	414.81	13 %
	315 Postage, shipping and freight	0.00	25.39	300.00	300.00	274.61	8 %
	320 Printing and reproduction	0.00	0.00	600.00	600.00	600.00	0 %
	325 Professional svcs - Accounting	331.20	331.20	5,800.00	5,800.00	5,468.80	6 %
	326 Professional svcs - Engineering	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	328 Insurance - prop and liability	0.00	21,857.41	13,000.00	13,000.00	-8,857.41	168 %
	334 Maintenance Agreements	1,704.69	1,977.92	4,979.00	4,979.00	3,001.08	40 %
	335 Meals - Reimbursement	0.00	100.00	600.00	600.00	500.00	17 %
	340 Meetings and conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	345 Mileage expense reimbursement	0.54	3.14	500.00	500.00	496.86	1 %
	350 Repairs and maint - computers	133.50	267.00	4,500.00	4,500.00	4,233.00	6 %
	351 Repairs and maint - equip	0.00	796.41	10,000.00	10,000.00	9,203.59	8 %
	352 Repairs and maint - structures	37.95	37.95	5,000.00	5,000.00	4,962.05	1 %
	354 Repairs and maint - vehicles	1,073.56	1,537.42	10,000.00	10,000.00	8,462.58	15 %
	370 Dispatch services (Fire)	8,797.00	8,797.00	10,000.00	10,000.00	1,203.00	88 %
	375 Internet expenses	94.48	188.96	1,134.00	1,134.00	945.04	17 %
	376 Webpage- Upgrade/Maint	46.00	92.00	552.00	552.00	460.00	17 %
	380 Utilities - alarm service	0.00	0.00	120.00	120.00	120.00	0 %
	381 Utilities - electric	26.87	26.87	1,600.00	1,600.00	1,573.13	2 %
	382 Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
	385 Dues and subscriptions	0.00	2,470.00	6,272.00	6,272.00	3,802.00	39 %
	386 Education and training	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	1,483.11	1,483.11	2,250.00	2,250.00	766.89	66 %
	395 Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	405 Software	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	410 Office Supplies	52.64	52.64	2,000.00	2,000.00	1,947.36	3 %
	450 EMS supplies	0.00	27.67	10,000.00	10,000.00	9,972.33	0 %
	455 Fire Safety Gear & Equipment	617.91	617.91	3,500.00	3,500.00	2,882.09	18 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	460 Fire equipment	0.00	6,009.43	0.00	0.00	-6,009.43	*** %
	465 Cell phones, radios and pagers	54.30	108.60	1,171.00	1,171.00	1,062.40	9 %
	470 Communication equipment	0.00	431.70	5,000.00	5,000.00	4,568.30	9 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
475	Computer supplies and upgrades	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
485	Fuel expense	373.66	373.66	6,000.00	6,000.00	5,626.34	6 %
490	Small tools and equipment	0.00	1,385.02	2,500.00	2,500.00	1,114.98	55 %
495	Uniform expense	588.71	1,644.07	3,000.00	3,000.00	1,355.93	55 %
503	Weed Abatement Costs	0.00	0.00	9,000.00	9,000.00	9,000.00	0 %
505	Fire Training Grounds	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
510	Fire station addition	0.00	474.36	5,000.00	5,000.00	4,525.64	9 %
710	County hazmat dues	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
715	Licenses, permits and fees	354.58	354.58	1,000.00	1,000.00	645.42	35 %
960	Property tax expense	0.00	0.00	220.00	220.00	220.00	0 %
	Account Total:	57,395.22	121,865.42	447,791.00	447,791.00	325,925.58	27 %
	Account Group Total:	57,395.22	121,865.42	447,791.00	447,791.00	325,925.58	27 %
	Fund Total:	57,395.22	121,865.42	447,791.00	447,791.00	325,925.58	27 %
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
105	Salaries and Wages	838.19	1,667.52	12,849.00	12,849.00	11,181.48	13 %
111	BOD Stipend	8.00	8.00	120.00	120.00	112.00	7 %
115	Payroll Expenses	9.39	22.64	180.00	180.00	157.36	13 %
120	Workers' Compensation	0.00	364.64	100.00	100.00	-264.64	365 %
135	Payroll Tax - FICA	5.13	5.13	163.00	163.00	157.87	3 %
140	Payroll Tax - Medicare	12.15	23.94	163.00	163.00	139.06	15 %
155	Payroll Tax - SUI	1.92	1.92	91.00	91.00	89.08	2 %
205	Insurance - Health	94.50	189.08	1,638.00	1,638.00	1,448.92	12 %
210	Insurance - Dental	0.00	0.00	65.00	65.00	65.00	0 %
215	Insurance - Vision	0.00	0.00	24.00	24.00	24.00	0 %
225	Retirement - PERS expense	0.00	783.15	1,108.00	1,108.00	324.85	71 %
305	Operations and maintenance	0.00	0.90	2,000.00	2,000.00	1,999.10	0 %
315	Postage, shipping and freight	0.00	1.67	0.00	0.00	-1.67	*** %
320	Printing and reproduction	0.00	0.00	200.00	200.00	200.00	0 %
325	Professional svcs - Accounting	28.80	28.80	508.00	508.00	479.20	6 %
326	Professional svcs - Engineering	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
327	Professional svcs - Legal (General)	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
328	Insurance - prop and liability	0.00	850.06	500.00	500.00	-350.06	170 %
330	Contract labor	0.00	0.00	23,000.00	23,000.00	23,000.00	0 %
331	Professional Services - Legal	0.00	0.00	200.00	200.00	200.00	0 %
334	Maintenance Agreements	165.68	192.38	320.00	320.00	127.62	60 %
340	Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
345	Mileage expense reimbursement	7.77	14.62	150.00	150.00	135.38	10 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
350	Repairs and maint - computers	0.00	0.00	250.00	250.00	250.00	0 %
351	Repairs and maint - equip	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
352	Repairs and maint - structures	3.30	3.30	0.00	0.00	-3.30	*** %
353	Repairs & Maint- Infrastructure	0.00	124.32	10,000.00	10,000.00	9,875.68	1 %
354	Repairs and maint - vehicles	58.62	58.62	0.00	0.00	-58.62	*** %
376	Webpage- Upgrade/Maint	4.00	8.00	48.00	48.00	40.00	17 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	381 Utilities - electric	88.19	1,174.02	0.00	0.00	-1,174.02	*** %
	382 Utilities - propane	0.00	0.00	100.00	100.00	100.00	0 %
	384 Utilities - Water/Sewer	0.00	1,520.53	0.00	0.00	-1,520.53	*** %
	385 Dues and subscriptions	0.00	0.00	132.00	132.00	132.00	0 %
	386 Education and training	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	393 Advertising and public notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	394 LAFCO Allocations	247.19	247.19	375.00	375.00	127.81	66 %
	410 Office Supplies	14.77	14.77	125.00	125.00	110.23	12 %
	465 Cell phones, radios and pagers	5.64	11.28	143.00	143.00	131.72	8 %
	475 Computer supplies and upgrades	0.00	0.00	50.00	50.00	50.00	0 %
	485 Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
	490 Small tools and equipment	0.00	536.20	1,000.00	1,000.00	463.80	54 %
	495 Uniform expense	2.73	5.46	200.00	200.00	194.54	3 %
	500 Capital Outlay	0.00	2,239.50	0.00	2,239.50	0.00	100 %
	715 Licenses, permits and fees	0.00	0.00	50.00	50.00	50.00	0 %
	Account Total:	1,595.97	10,097.64	67,502.00	69,741.50	59,643.86	14 %
	Account Group Total:	1,595.97	10,097.64	67,502.00	69,741.50	59,643.86	14 %
	Fund Total:	1,595.97	10,097.64	67,502.00	69,741.50	59,643.86	14 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	14,610.97	29,402.54	214,800.00	214,800.00	185,397.46	14 %
	109 Stand-by Hours	479.50	1,746.25	7,500.00	7,500.00	5,753.75	23 %
	111 BOD Stipend	144.00	144.00	2,100.00	2,100.00	1,956.00	7 %
	115 Payroll Expenses	164.59	396.41	3,420.00	3,420.00	3,023.59	12 %
	120 Workers' Compensation	0.00	7,874.01	8,000.00	8,000.00	125.99	98 %
	135 Payroll Tax - FICA	93.60	93.60	3,052.00	3,052.00	2,958.40	3 %
	140 Payroll Tax - Medicare	219.46	448.61	3,052.00	3,052.00	2,603.39	15 %
	155 Payroll Tax - SUI	35.02	35.02	2,140.00	2,140.00	2,104.98	2 %
	160 Payroll Tax - ETT	0.00	0.00	4,056.00	4,056.00	4,056.00	0 %
	205 Insurance - Health	1,817.80	3,636.35	32,844.00	32,844.00	29,207.65	11 %
	206 Insurance - CalPers Health Retiree	114.85	229.75	0.00	0.00	-229.75	*** %
	210 Insurance - Dental	0.00	0.00	1,526.00	1,526.00	1,526.00	0 %
	215 Insurance - Vision	0.00	0.00	557.00	557.00	557.00	0 %
	225 Retirement - PERS expense	0.00	7,815.90	15,833.00	15,833.00	8,017.10	49 %
	305 Operations and maintenance	33.24	240.18	8,000.00	8,000.00	7,759.82	3 %
	310 Phone and fax expense	71.04	157.68	1,138.00	1,138.00	980.32	14 %
	315 Postage, shipping and freight	345.44	376.77	4,000.00	4,000.00	3,623.23	9 %
	320 Printing and reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	325 Professional svcs - Accounting	504.00	504.00	8,897.00	8,897.00	8,393.00	6 %
	326 Professional svcs - Engineering	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	29,750.00	29,750.00	29,750.00	0 %
	328 Insurance - prop and liability	0.00	11,823.31	12,000.00	12,000.00	176.69	99 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
334	Maintenance Agreements	2,592.03	2,903.14	13,161.00	13,161.00	10,257.86	22 %
335	Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
345	Mileage expense reimbursement	73.23	158.53	1,000.00	1,000.00	841.47	16 %
348	Safety Equipment and Supplies	0.00	103.04	1,000.00	1,000.00	896.96	10 %
349	Repairs & Maintenance Mission Gardens	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
350	Repairs and maint - computers	0.00	66.75	1,500.00	1,500.00	1,433.25	4 %
351	Repairs and maint - equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
352	Repairs and maint - structures	57.75	57.75	1,500.00	1,500.00	1,442.25	4 %
353	Repairs & Maint- Infrastructure	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
354	Repairs and maint - vehicles	527.50	549.13	2,000.00	2,000.00	1,450.87	27 %
355	Testing & Supplies (WWTP)	0.00	437.00	12,000.00	12,000.00	11,563.00	4 %
375	Internet expenses	110.23	355.43	1,863.00	1,863.00	1,507.57	19 %
376	Webpage- Upgrade/Maint	70.00	140.00	840.00	840.00	700.00	17 %
379	Utilities Electric Mission Gardens	87.52	87.52	5,000.00	5,000.00	4,912.48	2 %
380	Utilities - alarm service	0.00	107.60	620.00	620.00	512.40	17 %
381	Utilities - electric	6,607.58	6,607.58	50,000.00	50,000.00	43,392.42	13 %
382	Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
383	Utilities - trash	51.99	103.98	700.00	700.00	596.02	15 %
384	Utilities - Water/Sewer	0.00	48.10	0.00	0.00	-48.10	*** %
385	Dues and subscriptions	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
386	Education and training	0.00	-895.00	5,000.00	5,000.00	5,895.00	-18 %
393	Advertising and public notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	1,483.11	1,483.11	2,250.00	2,250.00	766.89	66 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities SoCalGas	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
410	Office Supplies	171.79	171.79	1,125.00	1,125.00	953.21	15 %
459	Scada - Maintenance Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
465	Cell phones, radios and pagers	121.26	242.52	1,530.00	1,530.00	1,287.48	16 %
475	Computer supplies and upgrades	0.00	0.00	2,450.00	2,450.00	2,450.00	0 %
485	Fuel expense	239.00	239.00	5,000.00	5,000.00	4,761.00	5 %
490	Small tools and equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
495	Uniform expense	65.61	209.31	1,800.00	1,800.00	1,590.69	12 %
500	Capital Outlay	0.00	2,239.50	0.00	2,239.50	0.00	100 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
582	WWTP Plant Maintenance	4,041.79	6,487.62	50,000.00	50,000.00	43,512.38	13 %
585	Sludge Removal Project	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
587	WWTF Final Design/ Construction	0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
705	Waste Discharge Fees/Permits	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
715	Licenses, permits and fees	354.58	474.58	1,500.00	1,500.00	1,025.42	32 %
960	Property tax expense	0.00	0.00	150.00	150.00	150.00	0 %
970	WWTF Long Term maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	Account Total:	35,288.48	87,302.36	991,854.00	994,093.50	906,791.14	9 %
	Account Group Total:	35,288.48	87,302.36	991,854.00	994,093.50	906,791.14	9 %
	Fund Total:	35,288.48	87,302.36	991,854.00	994,093.50	906,791.14	9 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	16,643.80	33,489.66	234,901.00	234,901.00	201,411.34	14 %
	109 Stand-by Hours	479.50	1,746.25	7,500.00	7,500.00	5,753.75	23 %
	111 BOD Stipend	152.00	152.00	2,280.00	2,280.00	2,128.00	7 %
	115 Payroll Expenses	178.69	430.39	3,420.00	3,420.00	2,989.61	13 %
	120 Workers' Compensation	0.00	8,992.09	6,050.00	6,050.00	-2,942.09	149 %
	135 Payroll Tax - FICA	106.28	106.28	3,403.00	3,403.00	3,296.72	3 %
	140 Payroll Tax - Medicare	249.08	507.84	3,403.00	3,403.00	2,895.16	15 %
	155 Payroll Tax - SUI	39.77	39.77	2,166.00	2,166.00	2,126.23	2 %
	160 Payroll Tax - ETT	0.00	0.00	3,967.00	3,967.00	3,967.00	0 %
	205 Insurance - Health	2,501.82	5,005.26	34,896.00	34,896.00	29,890.74	14 %
	206 Insurance - CalPers Health Retiree	114.85	229.75	0.00	0.00	-229.75	*** %
	210 Insurance - Dental	0.00	0.00	1,618.00	1,618.00	1,618.00	0 %
	215 Insurance - Vision	0.00	0.00	590.00	590.00	590.00	0 %
	225 Retirement - PERS expense	0.00	7,951.35	20,913.00	20,913.00	12,961.65	38 %
	305 Operations and maintenance	0.00	208.29	8,000.00	8,000.00	7,791.71	3 %
	310 Phone and fax expense	71.04	157.67	1,138.00	1,138.00	980.33	14 %
	315 Postage, shipping and freight	345.45	379.46	4,000.00	4,000.00	3,620.54	9 %
	320 Printing and reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	324 Professional Svcs- GSA-GSP	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	325 Professional svcs - Accounting	547.20	547.20	9,660.00	9,660.00	9,112.80	6 %
	326 Professional svcs - Engineering	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	32,300.00	32,300.00	32,300.00	0 %
	328 Insurance - prop and liability	0.00	18,891.58	20,000.00	20,000.00	1,108.42	94 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
	332 Professional Services - Legal	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	334 Maintenance Agreements	2,781.03	3,110.74	13,671.00	13,671.00	10,560.26	23 %
	335 Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
	340 Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	345 Mileage expense reimbursement	74.52	165.42	1,000.00	1,000.00	834.58	17 %
	348 Safety Equipment and Supplies	0.00	103.04	1,000.00	1,000.00	896.96	10 %
	350 Repairs and maint - computers	0.00	66.75	1,500.00	1,500.00	1,433.25	4 %
	351 Repairs and maint - equip	2,140.52	2,323.70	4,000.00	4,000.00	1,676.30	58 %
	352 Repairs and maint - structures	62.70	62.70	2,000.00	2,000.00	1,937.30	3 %
	353 Repairs & Maint- Infrastructure	43.57	645.28	50,000.00	50,000.00	49,354.72	1 %
	354 Repairs and maint - vehicles	527.50	549.13	2,000.00	2,000.00	1,450.87	27 %
	356 Testing & Supplies - Well #3 (Water)	100.00	100.00	3,500.00	3,500.00	3,400.00	3 %
	357 Testing & Supplies - Well #4 (Water)	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	358 Testing & Supplies- SLT Well (Water)	234.00	368.00	6,000.00	6,000.00	5,632.00	6 %
	359 Testing & Supplies-Other	200.00	200.00	6,000.00	6,000.00	5,800.00	3 %
	362 Cross-Connection Control Svcs.	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet expenses	110.23	220.46	1,863.00	1,863.00	1,642.54	12 %
	376 Webpage- Upgrade/Maint	76.00	152.00	912.00	912.00	760.00	17 %
	380 Utilities - alarm service	0.00	107.60	620.00	620.00	512.40	17 %
	381 Utilities - electric	4,465.58	4,465.58	50,000.00	50,000.00	45,534.42	9 %
	382 Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	383 Utilities - trash	51.99	103.98	700.00	700.00	596.02	15 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	385 Dues and subscriptions	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	386 Education and training	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	393 Advertising and public notices	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	394 LAFCO Allocations	1,483.11	1,483.11	2,250.00	2,250.00	766.89	66 %
	395 Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	396 Utilities SoCalGas	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	410 Office Supplies	178.65	178.65	1,125.00	1,125.00	946.35	16 %
	459 Scada - Maintenance Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	465 Cell phones, radios and pagers	131.34	262.68	1,573.00	1,573.00	1,310.32	17 %
	475 Computer supplies and upgrades	0.00	115.15	2,450.00	2,450.00	2,334.85	5 %
	481 Chemicals- Well #3	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	482 Chemicals-Well #4	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	483 Chemicals-SLT Well	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	485 Fuel expense	239.00	239.00	4,000.00	4,000.00	3,761.00	6 %
	490 Small tools and equipment	573.26	573.26	6,000.00	6,000.00	5,426.74	10 %
	495 Uniform expense	65.61	209.31	1,800.00	1,800.00	1,590.69	12 %
	500 Capital Outlay	0.00	2,239.50	0.00	2,239.50	0.00	100 %
	520 Water Main Valves Replacement	1,210.86	1,210.86	10,000.00	10,000.00	8,789.14	12 %
	525 Water meter replacement	1,483.48	1,483.48	20,000.00	20,000.00	18,516.52	7 %
	526 Development Meters	585.23	585.23	15,000.00	15,000.00	14,414.77	4 %
	535 Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	582 WWTP Plant Maintenance	25.77	2,000.77	0.00	0.00	-2,000.77	*** %
	605 USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	715 Licenses, permits and fees	464.59	464.59	6,500.00	6,500.00	6,035.41	7 %
	930 Interest Fees	2,282.89	2,282.89	50,000.00	50,000.00	47,717.11	5 %
	940 Bank service charges	2.46	9.20	0.00	0.00	-9.20	*** %
	Account Total:	41,023.37	104,916.90	894,469.00	896,708.50	791,791.60	12 %
	Account Group Total:	41,023.37	104,916.90	894,469.00	896,708.50	791,791.60	12 %
	Fund Total:	41,023.37	104,916.90	894,469.00	896,708.50	791,791.60	12 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	839.44	1,670.01	12,849.00	12,849.00	11,178.99	13 %
	111 BOD Stipend	8.00	8.00	120.00	120.00	112.00	7 %
	115 Payroll Expenses	9.39	22.64	180.00	180.00	157.36	13 %
	120 Workers' Compensation	0.00	364.64	100.00	100.00	-264.64	365 %
	135 Payroll Tax - FICA	5.18	5.18	163.00	163.00	157.82	3 %
	140 Payroll Tax - Medicare	12.23	24.10	163.00	163.00	138.90	15 %
	155 Payroll Tax - SUI	1.92	1.92	91.00	91.00	89.08	2 %
	205 Insurance - Health	99.10	198.28	1,638.00	1,638.00	1,439.72	12 %
	210 Insurance - Dental	0.00	0.00	65.00	65.00	65.00	0 %
	215 Insurance - Vision	0.00	0.00	24.00	24.00	24.00	0 %
	225 Retirement - PERS expense	0.00	783.15	1,108.00	1,108.00	324.85	71 %
	305 Operations and maintenance	0.00	0.90	2,000.00	2,000.00	1,999.10	0 %
	315 Postage, shipping and freight	0.00	1.67	500.00	500.00	498.33	0 %
	320 Printing and reproduction	0.00	0.00	500.00	500.00	500.00	0 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
325	Professional svcs - Accounting	28.80	28.80	508.00	508.00	479.20	6 %
327	Professional svcs - Legal (General)	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
328	Insurance - prop and liability	0.00	632.88	500.00	500.00	-132.88	127 %
331	Professional Services - Legal	0.00	0.00	200.00	200.00	200.00	0 %
334	Maintenance Agreements	165.68	192.38	320.00	320.00	127.62	60 %
340	Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
345	Mileage expense reimbursement	7.87	15.12	100.00	100.00	84.88	15 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
352	Repairs and maint - structures	3.30	3.30	0.00	0.00	-3.30	*** %
354	Repairs and maint - vehicles	58.62	58.62	0.00	0.00	-58.62	*** %
376	Webpage- Upgrade/Maint	4.00	8.00	48.00	48.00	40.00	17 %
384	Utilities - Water/Sewer	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
385	Dues and subscriptions	0.00	0.00	132.00	132.00	132.00	0 %
386	Education and training	0.00	0.00	500.00	500.00	500.00	0 %
393	Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
394	LAFCO Allocations	247.19	247.19	375.00	375.00	127.81	66 %
395	Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	14.77	14.77	125.00	125.00	110.23	12 %
465	Cell phones, radios and pagers	5.88	11.76	143.00	143.00	131.24	8 %
475	Computer supplies and upgrades	0.00	0.00	50.00	50.00	50.00	0 %
495	Uniform expense	2.73	5.46	200.00	200.00	194.54	3 %
500	Capital Outlay	0.00	2,239.50	0.00	2,239.50	0.00	100 %
	Account Total:	1,514.10	6,538.27	28,602.00	30,841.50	24,303.23	21 %
	Account Group Total:	1,514.10	6,538.27	28,602.00	30,841.50	24,303.23	21 %
	Fund Total:	1,514.10	6,538.27	28,602.00	30,841.50	24,303.23	21 %
	Grand Total:	136,817.14	330,720.59	2,430,218.00	2,439,176.00	2,108,455.41	14 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 8/20

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	332,511.35	3,592.12	0.00	6,938.04	53,083.60	276,081.83
10250 Pac Premier - Payroll	2,537.30	6,938.04	35,120.48	40,633.75	2,132.93	1,829.14
10340 Pac Premier Operational Reserve	188,026.20	23.89	0.00	0.00	0.00	188,050.09
10350 Pac Premier- Capital Reserve	265,942.76	43.45	0.00	0.00	0.00	265,986.21
Total Fund	789,017.61	10,597.50	35,120.48	47,571.79	55,216.53	731,947.27
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	88,311.50	855.53	0.00	9.40	1,873.21	87,284.42
10250 Pac Premier - Payroll	280.38	9.40	1,089.69	762.05	417.20	200.22
10340 Pac Premier Operational Reserve	150,029.46	19.06	0.00	0.00	0.00	150,048.52
10350 Pac Premier- Capital Reserve	170,253.12	27.81	0.00	0.00	0.00	170,280.93
10460 Cantella & Co. Investment Acct.	159,439.06	1,292.50	0.00	122.15	0.00	160,609.41
Total Fund	568,313.52	2,204.30	1,089.69	893.60	2,290.41	568,423.50
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	164,572.05	79,288.41	1,172.08	254.35	40,659.05	204,119.14
10250 Pac Premier - Payroll	8,254.52	164.58	19,830.44	13,860.83	7,017.62	7,371.09
10260 Pac Western Bank --Long Term	100,011.96	2.55	0.00	0.00	0.00	100,014.51
10340 Pac Premier Operational Reserve	180,034.80	22.87	0.00	0.00	0.00	180,057.67
10350 Pac Premier- Capital Reserve	648,296.85	105.91	0.00	0.00	0.00	648,402.76
Total Fund	1,101,170.18	79,584.32	21,002.52	14,115.18	47,676.67	1,139,965.17
50 WATER DEPARTMENT						
10150 Cash in SLO County	76,655.36	0.00	0.00	0.00	0.00	76,655.36
10200 Operating Cash - Premier	98,958.69	87,134.94	0.00	723.83	62,009.96	123,359.84
10250 Pac Premier - Payroll	1,351.93	178.68	21,357.61	15,591.75	9,172.51	-1,876.04
10340 Pac Premier Operational Reserve	25,078.56	3.19	0.00	0.00	0.00	25,081.75
10350 Pac Premier- Capital Reserve	115,837.67	468.92	0.00	42,997.57	0.00	73,309.02
10400 HOB - USDA Reserve	66,962.25	0.57	0.00	0.00	0.00	66,962.82
Total Fund	384,844.46	87,786.30	21,357.61	59,313.15	71,182.47	363,492.75
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	61,684.47	3,774.98	0.00	9.40	2,984.81	62,465.24
10250 Pac Premier - Payroll	561.49	9.40	1,092.48	763.30	427.33	472.74
10340 Pac Premier Operational Reserve	62,182.12	7.90	0.00	0.00	0.00	62,190.02
10350 Pac Premier- Capital Reserve	49.99	0.50	0.00	0.00	0.00	50.49
Total Fund	124,478.07	3,792.78	1,092.48	772.70	3,412.14	125,178.49
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	31,150.56	0.00	80,947.85	99,184.21	0.00	12,914.20
10250 Pac Premier - Payroll	0.00	0.00	19,167.59	19,167.59	0.00	0.00
Total Fund	31,150.56		100,115.44	118,351.80		12,914.20
Totals	2,998,974.40	183,965.20	179,778.22	241,018.22	179,778.22	2,941,921.38

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



San Miguel Community Services District

Board of Directors Staff Report

September 24th, 2020

AGENDA ITEM: XI - 2

SUBJECT: Review analysis by Bartle Wells Associates for Accessory Dwelling Units (ADUs) for water and wastewater connections and approve resolution 2020-35 adopting connection fees for ADUs in accordance with Ordinance 02-2008 and 03-2008.

RECOMMENDATION: Adopt Resolution 2020-35, adopting water and wastewater connection fees for accessory dwelling units (ADU).

BACKGROUND:

As part of the 2018 rate study performed by Bartle Wells Associates, they analyzed the current capital reserves and existing connection fees for water and wastewater in relation to the proposed capital projects over the next five and ten-year period. This resulted in an increase to connection fees for new water and wastewater services within the District.

The State of California amended California Government Code 65852.2 requiring that capacity charges be proportional to the burden of the proposed ADU and states that an ADU shall not exceed 1,200 square feet. CGC 65852.2 states, "the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service."

The proposed connection fee increase will impose new connection fees on new development. The connection fees shown in the attached resolution are proposed to ensure that new development pays their proportionate share of the facilities required to support their burden on the District, and that ADUs do not unfairly burden rate payers

If adopted, the revised connection fees will be effective as of November 1st, 2020. As per existing practice and policy, connection fees applied to any one project will be those in effect at the time of payment of the applicable connection fees for each service. The fees for ADUs will also increase annually by the CCI as outlined by District Ordinance along with all other connection fees.

FISCAL IMPACT

There is no additional cost to review this information, any revenues received from these connection fees will be added to water and wastewater capital reserves.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: Resolution 2020-35 BWA Memo, July 1 2020 Connection fees

RESOLUTION NO. 2020-35

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT TO ADOPT NEW WATER AND WASTEWATER CONNECTION FEES FOR ACCESSORY DWELLING UNITS (ADUs).

WHEREAS, pursuant to California Government Code sections 66013 and 66016, the Board of Directors (“Board”) for San Miguel Community Services District approved Ordinance 02-08 and Ordinance 03-08 in 2008, authorizing the Board to water and wastewater connection fees in amounts adopted by resolution of the Board; and

WHEREAS, as indicated in the Bartle Wells Associates, Water and Wastewater Impact Fees Study, adjusting water and wastewater connection fees is required to ensure that the fees charged for constructing additional facilities do not fall behind the cost of actually constructing those facilities.

WHEREAS, California Government Code 65852.2 was amended, and the changes require that capacity charges be proportional to the burden of the proposed ADU and states that an ADU shall not exceed 1,200 square feet. CGC 65852.2 states, “the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.”

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the San Miguel Community Services District as follows:

1. The Board accepts the findings in the Connection Fees for Water and Sewer ADUs memorandum by Bartle Wells Associates (Memo) for the fiscal year 2020-2021
 - a. Water ADU Connection Fee \$9.05 / Square Feet
 - b. Wastewater ADU Connection Fee \$8.90 / Square Feet

2. Pursuant to the Memo, the Board adopts the water connection fees detailed in the memo, attached hereto. Such fees shall augment the District’s existing water and wastewater connection fees.

3. The ADU fees shall be adjusted each year, along with all other connection fees, according to the District’s approved or customary inflationary index.

Continued on next page

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the San Miguel Community Services District at a regular meeting held on the 24th day of September 2020; motioned by _____ seconded by _____, and upon roll call was carried by the following vote of:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Robert Roberson, Interim General Manager

Ashley Sangster,
President Board of Directors

Tamara Parent, Board Clerk

APPROVED AS TO FORM:

Dough White, District General Counsel



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
T: 510-653-3399
www.bartlewells.com

DATE: September 16, 2020
TO: Kelly Dodds, Director of Utilities
FROM: Douglas Dove, President; Erik Helgeson, Senior Consultant
SUBJECT: Connection Fees for Water and Sewer ADUs

DRAFT MEMORANDUM

Background

San Miguel Community Services District (District) adopted new connection fees based on detailed analysis and recommendations developed by Bartle Wells Associates (BWA) and presented to the Board of Directors on July 10, 2018. This memo provides recommended connection fees for accessory dwelling units (ADUs) which comply with new regulations.

Accessory Dwelling Units (ADUs) Overview and Legal Requirements

An ADU is a secondary living space that shares the same building lot of a primary single-family residential dwelling. The ADU may or may not be within the footprint of the primary residential dwelling. An ADU can be a converted living space or a newly constructed living space. An ADU must have its own living, sleeping, eating, cooking, and sanitation facilities (full kitchen and bathroom).

ADUs are allowed where there is an existing or proposed primary residence on a parcel and at parcels that are zoned as agricultural, residential, or mixed-used, except for parcels within the Z Combing District and/or for parcels subject to Williamson Act contracts.

New legislation amended CGC 65852.2. The changes require that capacity charges be proportional to the burden of the proposed ADU and states that an ADU shall not exceed 1,200 square feet. CGC 65852.2 states, "the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service."

Recommended ADU Fees

BWA recommends that the District adopt water and sewer connection fees for ADUs based on the square feet of a connecting ADU. BWA calculated connection fees on a per square foot basis, proportional to the mean size of a single-family dwelling in the District. The fee calculations and recommended fees are shown in the following table.

Accessory Dwelling Unit (ADU) Connection Fee Calculations	Amount	Units
Water ADU Connection Fee		
Single-Family Dwelling Water Connection Fee	\$12,894	\$
Average Single-Family Dwelling Size*	<u>1,425</u>	Square Feet
ADU Connection Fee per Square Foot	\$9.05	\$ / Square Feet
Sewer ADU Connection Fee		
Single-Family Dwelling Sewer Connection Fee	\$12,678	\$
Average Single-Family Dwelling Size*	<u>1,425</u>	Square Feet
ADU Connection Fee per Square Foot	\$8.90	\$ / Square Feet

*Average size based on the upper bound of the confidence interval of the mean dwelling size derived from a sample of 150 dwellings in the District

San Miguel Community Services District

WASTEWATER CONNECTION FEES

As of July 1, 2020, the District's wastewater connection fees shall be as follows:

Wastewater Connection Fees	FY 20-21
<i>Meter Size</i>	
<i>Residential</i>	
Single Family (dwelling)	\$12,678
Multi-Family (per unit)	\$7,927
<i>Non-Residential</i> (per meter)	
5/8"	\$12,678
3/4"	\$19,022
1"	\$31,699
1 1/2"	\$63,409
2"	\$101,452
3"	\$202,904
4"	\$317,034
6"	\$634,057

Connection fees increase annually based on the construction cost index as authorized by District Ordinance 03-2008

WATER CONNECTION FEES

As of July 1, 2020, the District's water connection fees shall be as follows:

Water Connection Fees	FY 20-21
<i>Meter Size</i>	
<i>Residential</i>	
Single Family (Dwelling)	\$12,894
<i>Non-Residential</i> (per meter)	
5/8"	\$12,894
3/4"	\$19,340
1"	\$32,244
1 1/2"	\$64,478
2"	\$103,169
3"	\$206,338
4"	\$322,401
6"	\$644,802

Connection fees increase annually based on the construction cost index as authorized by District Ordinance 02-2008



San Miguel Community Services District

Board of Directors Staff Report

September 24th, 2020

AGENDA ITEM: XI - 3

SUBJECT: Consider adoption of Resolution 2020-34, adopting the 2020 San Miguel Community Service District Water and Wastewater Master Plan as prepared by Monsoon Consultants.

RECOMMENDATION: Adopt Resolution 2020-34, adopting the 2020 San Miguel Community Service District Water and Wastewater Master Plan as prepared by Monsoon Consultants.

The Board of Directors approved a contract with Monsoon Consultants (District Engineer) to update the 2017 Water and Wastewater Masterplan. The work that was performed, among other things, included; hydraulic modeling, analysis of buildout/ growth potential, identification of capacity constraints, prioritization of system capacity needs, development of recommendations for capital improvements to address system deficiencies and future needs, identify potential sources of potable water, identify potential for development and use of recycled water.

After receiving input from District Staff, the plans were revised and the Final Updated SMCSO Water and Wastewater Masterplan was completed. The document is now presented for adoption by the SMCSO Board of Directors.

FISCAL IMPACT:

There is no additional cost to adopt the 2020 master plan. This plan will be used to apply for additional grants and loans to fund projects identified in the plan.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: Resolution 2020-34, 2020 SMCSO Water and Wastewater Master Plan:
https://www.sanmiguelcsd.org/files/fb11c83b0/XI+-+3+-+LINK+-+2020.09.10_SMCSO+Masterplan.pdf

RESOLUTION NO. 2020-34

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING
UPDATES TO THE DISTRICT’S WATER AND WASTEWATER MASTER PLANS.**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain the community potable water systems and wastewater systems; and

WHEREAS, a critical resource that the District relies on is the Water and Wastewater Master Plan when considering numerous key activities, including planning for future capital improvements, setting future usage rates and connection fees, budgeting for preventative maintenance activities, and other operational and maintenance projects and expenditures; and

WHEREAS, the District Board of Directors authorized the District Engineer to perform the required updates and engineering for the Water and Wastewater Master Plans for the District; and

WHEREAS, the District Engineer has completed the updates to the Water and Wastewater Master plans; and

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 24th day of September 2020.

Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

September 24, 2020

AGENDA ITEM: XI-4

SUBJECT: Review and approve Resolution 2020-33 authorizing the Director of Utilities to contract with Terrain to provide land surveying services for the replacement existing water lines in the L street alleyway in an amount not exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

RECOMMENDATION: Approve Resolution No. 2020-33 authorizing the Director of Utilities to contract with Terrain to provide land surveying services for the replacement existing water lines in the L street alleyway in an amount not exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

UPDATED INFORMATION

At the August meeting the Board requested changes to the contract with Terrain be made with reference to changing 'Estimated' to Not to Exceed and removing reference to potential travel and other additional expenses.

The Director of Utilities discussed the changes with Terrain. Terrain was willing to remove the travel and other additional expense language as well as remove estimated from their fee.

Director Sangster had additional concerns with regard to Terrains General Terms and Conditions, which were discussed with Terrain. The revised proposal and terms are included for approval.

REPORT INFORMATION FROM AUGUST MEETING

Earlier this year the County of San Luis Obispo provided a listing of overlay and sealing work to be performed over the next three years.

Several of the roads on the Overlay list are within the District for the Fiscal years 2021-22 and 2022-23. Of these road sections, Road 6022 (Mission Street alley) between San Luis Obispo Road and 10th street is of the most concern.

In this particular road section, there are two mains, a 3” and 4”, which connect near 10th street. These lines are undersized and need to be replaced, if they are replaced prior to, or in conjunction with the County overlay project, it could mean significant savings to the District.

The request at this time is to develop plans and specifications for the replacement of the aforementioned water line segment.

This item is to authorize contracting with Terrain to provide land surveying services in order to prepare plans and specifications.

Grant programs will be solicited to attempt to identify viable funding sources, however some funding sources require shovel ready projects.

The Board will approve release for bidding and approve of grant or other funds at a later date.

FISCAL IMPACT

Approval will authorize a budget adjustment of \$3,800 from Capital reserve to Professional Services Engineering. (50-326)

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities
Attachment: Resolution 2020-33, Terrain Proposal

RESOLUTION NO. 2020-33

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE
DIRECTOR OF UTILITIES TO CONTRACT WITH TERRAIN TO PROVIDE LAND
SURVEYING SERVICES FOR THE REPLACEMENT OF EXISTING WATER LINES
IN THE L STREET ALLEYWAY IN AN AMOUNT NOT TO EXCEED \$3,800 AND
AUTHORIZE A BUDGET ADJUSTMENT FROM CAPITAL RESERVE TO
PROFESSIONAL SERVICES ENGINEERING (50-326) IN THE SAME AMOUNT**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain the communities public water supply and distribution system; and

WHEREAS, replacement of water infrastructure is essential for the longevity of the water system and protection of public health; and

WHEREAS, replacement of this waterline is identified in the 2017 Water and Wastewater Master Plan; and

WHEREAS, the District Board of Directors authorizes the Director of Utilities to contract with Terrain to perform the necessary surveying to develop plans for the replacement of these water line segments; and

WHEREAS, the Board approved the proposal by Terrain in the amount not to exceed Three thousand eight hundred dollars (\$3,800) to be paid with water capital funds; and

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 24th day of August 2020.

Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel

September 18, 2020

San Miguel CSD
1150 Mission Street
San Miguel, Ca 93451

ATTN: Kelly Dodds

Re: Waterline Rehab Project, Alley between 10Th and San Luis Obispo Rd, San Miguel, Ca

References: 1. "Survey Bounds" prepared by Monsoon Consultants, Proj # 2020.07.008

Kelly,

Thank you for requesting this proposal from **Terrain** for land surveying services for your waterline project in San Miguel, Ca. Pursuant to your request we have prepared a proposal outlining services and associated fees.

PROJECT UNDERSTANDING

Terrain will function as the land surveyor on your design team for the preliminary phase of this project. We will work in concert with you, and other design team consultants.

If any portion of the following "Scope of Work" appears unnecessary or inaccurate, do not hesitate to request further clarification or revision to this document. Our general tasks are as follows:

SCOPE OF WORK

Task 1: Topographic Survey work

Terrain will complete one Topographic Survey representing points located in the field for the area within the Right of Way for the alley connecting 10th Street and San Luis Obispo Road immediately west of Mission Street. Our services include fieldwork necessary to show right of way, property lines and develop one surface model to generate 1-foot contours for this alley way. We will use CA State Plane Zone 5 NAD 83 coordinates and NGVD 88 elevations. Evidence of surface utilities will be shown, however we cannot guarantee the location or configuration of unobserved underground lines and facilities.

Terrain will produce one Topographic Survey and one ASCII file for your use in preparing the civil engineering design representing the following:

1. Trees with a trunk diameter of 4" inches or greater (measured 4 feet above existing grade).
2. Above ground evidence of utilities, including manholes, clean outs, catch basins, water valves, fire hydrants, light standards, telecommunications boxes, electric boxes and public utility poles.

- 3. Existing structures
- 4. Existing fences and walls (where applicable, walls will note both the top and toe elevations).
- 5. Record property boundary, no corner monuments will be set.
- 6. Contours at one-foot intervals.

Off-site topography is subject to Terrain being provided with access into the neighboring properties.

Fixed Fee: \$3,800

Assumptions:

This estimate is based upon assumptions which may be found invalid by the actual field survey, calculations, or record and title review as the survey progresses. These assumptions include: availability of monumentation based on record information, mathematical accuracy of record maps and deeds, consistency of record data to measured data, access to adjacent parcels for field survey, absence of problems or errors in title report, absence of gaps, overlaps, encroachments, adverse possession claims or conflicts with adjacent deeds. Please be advised that should any of these assumptions prove invalid, the cost of the survey may increase. Where unexpected developments increase the cost of the work, Terrain shall make a reasonable effort to contact the client and discuss changes.



Paul E Reichardt, PLS dba, Terrain

September 18, 2020

Date

ACCEPTED

I have read the above and agree to the terms and conditions set forth in this proposal. Please return a signed copy of this proposal to authorize us to proceed with the project and authorization of payment.

Signature

Date

Printed Name

Title

Terrain

P.O. Box 1197, Cambria, CA 93428
cell (805) 441-3152
paulr@edainc.com

Fees

Fees for the scope of services described herein shall be based a fixed fee. Under no circumstances will the total cost of services to be provided by Terrain exceed the amounts presented, without prior authorization from the client.

Schedule

Terrain can initiate the scope of work described herein immediately upon receipt of a Notice to Proceed.

TERMS

PROPOSAL

1. Proposals are valid for thirty (30) consecutive calendar days from the date of my signature, after which Terrain reserves the right to reevaluate its proposal with respect to, but not limited to, costs, schedules, delays, scope of work, etc.
2. Proposals do not include any overtime charges unless specifically stated.
3. Proposals do not include reimbursable charges unless specifically stated.
Proposals do not include costs for permits, fees, taxes, and plan review processes of governing jurisdictions. Such costs will be considered as reimbursable charges.
4. Reimbursable charges are added charges to proposal value indicated.
5. Proposals are based on a defined and agreed upon scope of work and schedule.

INVOICE

1. Invoice payment is due within fifteen (30) business days from date of our invoice.
2. Remit payment with a copy of this form for proper processing.
3. Make all checks payable to Terrain.
4. Payments are past due the 31st business day from the date of our invoice, after which a penalty of one and one-half percent (1 1/2%) of the unpaid balance will be assessed per month until payment in full is received, including penalty assessments.

CHANGE ORDER

1. Change order represents a change in the original scope of work for which we were contracted.
2. Change order may be due to many reasons such as, but not limited to, change in technical scope, schedule, costs, delays, permits, fees, travel, etc.
3. Change order does not change the basic language of the original contract for which the change order is addressed.
4. Change order may or may not show the associated cost for the work described. If a cost is not shown, it is agreed that both parties will meet to finalize the cost prior to completion of work defined in the change order.
5. Change orders must be signed by Terrain and the Client or Client's authorized representative.
6. Acceptance by Client or Client's authorized representative constitutes authorization to proceed with the work associated with the change order and Client further agrees to fully compensate Terrain for the work.
7. Change order date is the date of acceptance by the Client or Client's representative.
8. Acceptance signatures are considered by Terrain to be binding for the Client.

WORK AUTHORIZATION

1. Work authorization date is the signature date of the Client or Client's authorized representative.
2. Acceptance signatures are considered by Terrain to be binding for the Client.
3. Work authorization in conjunction with a proposal or change order constitutes acceptance of the proposal or change order.
4. **TERRAIN WILL NOT PROCEED WITH THE WORK OR INCUR ANY COSTS ASSOCIATED WITH A PROPOSAL OR CHANGE ORDER WITHOUT AN ACCEPTANCE SIGNATURE FOR WORK AUTHORIZATION,**



San Miguel Community Services District

Board of Directors Staff Report

September 24th, 2020

AGENDA ITEM: XI-5

SUBJECT: Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Issue a Notice of Contract Award to Raminha Construction Inc. (Contractor) in an amount of \$397,880.00 to construct four replacement water main segments as the 10th and 11th street water line replacement project (Project) 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.

RECOMMENDATION:

Approve a contract by RESOLUTION 2020-38 with Raminha Construction, Inc in an amount of \$397,880.00 and issue a notice to proceed.

BACKGROUND:

In June 2017 the District awarded a design / engineering contract to the Monsoon Consultants to prepare construction and bidding documents for the construction of four (4) segments of new water main. The project will replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which pose a high risk for failure. One of the water mains extends under the Union Pacific Railroad on 11th Street, between Mission and N Streets and two segments are beneath the main business route (Mission Street) on 10th Street. The project will include the installation of approximately 1350 linear feet of new 8-inch pipe, 130 linear feet of new 10-inch pipe and approximately 60 linear feet of new 6-inch pipe. The UPRR crossing shall be installed using jack and bore methods with 10-inch diameter HDPE pipe installed in 20-inch diameter steel casing. The contractor shall comply with the conditions of the UPRR ROW encroachment permit for all work performed within the UPRR ROW. The two Mission Street crossings shall be installed using HDD methods. The project is partially funded with CDBG grant funds and the Contractor shall comply with all CDBG requirements, including meeting the prevailing wage requirements established by the state and federal governments.

In conjunction with the completion of the bidding documents by the Monsoon Consultants, the District has also executed the Subrecipient Agreement for CDBG grant funds from the County which made \$350,123 available in grant funds to complete the construction phase of the project.

On September 1, 2020, seven (7) bids were received with the lowest qualified bidder being Raminha Construction, Inc. with a total bid of \$397,880. The highest bid was \$660,525.50 which was submitted by John Madonna Construction Co., Inc. The DE has reviewed and tabulated the bids and determined that Raminha Construction Inc. has met the requirements of the bidding documents and is qualified to perform the required work.

The Engineers Estimate for the water main construction is \$445,000. Given that the total bid submitted by Raminha Construction Inc. exceeds the CDBG Grant amount by \$47,757, this amount as well as other construction phase costs, including inspection, testing, and environmental monitoring will also be paid out of Water Capital Reserve

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.

Contract amount	\$397,880.00
CDBG Funds	\$350,123.00
District Funds for main contract	\$47,757.00
Estimated associated cost:	\$30,000.00
Permits, inspections, Railroad monitoring, etc.	
Estimated District cost (capital)	\$77,757.00

FISCAL IMPACT

The cost to construct the Water Main Improvements will exceed the available CDBG Grant funds by \$47,880. 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 and other costs. The DE estimates that these additional construction related costs will not exceed

\$30,000. 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.

PREPARED BY:

APPROVED BY:

Blaine T. Reely

Kelly Dodds

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

Kelly Dodds, Director of Utilities

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

RESOLUTION NO. 2020-38**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 RAMINHA CONSTRUCTION INC. TO CONSTRUCT THE 10TH AND 11TH STREET WATER LINE REPLACEMENTS.**

WHEREAS, San Miguel Community Services District (“District”) Board of Directors directed Staff to award design contract to Monsoon Consultants at their June, 2017 Board Meeting to prepare bidding documents for the construction of four (4) segments of new water main. The project will replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which pose a high risk for failure. One of the water mains extends under the Union Pacific Railroad on 11th Street, between Mission and N Streets and two segments are beneath the main business route (Mission Street) on 10th Street. The project will include the installation of approximately 1350 linear feet of new 8-inch pipe, 130 linear feet of new 10-inch pipe and approximately 60 linear feet of new 6-inch pipe. The UPRR crossing shall be installed using jack and bore methods with 10-inch diameter HDPE pipe installed in 20-inch diameter steel casing. The two Mission Street crossings shall be installed using HDD methods. The project is partially funded with CDBG grant funds: and

WHEREAS, on May 14th 2019, the San Luis Obispo County Board of Supervisors approved funding in the amount of \$350,123 from the County’s 2019 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 July 23rd, 2020, the District Board of Directors approved the 10th and 11th street waterline replacement project plans & specifications and authorized the Director of Utilities to advertise for bids: and

WHEREAS; On September 1, 2020, seven (7) bids were received with the lowest qualified bidder being Raminha Construction Inc. with a total bid of Three hundred ninety-seven thousand eight hundred eighty dollars (\$ 397,880.00): and

WHEREAS, the District Engineer has reviewed and tabulated the bids and determined that Raminha Construction 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 Raminha Construction Inc. (Contractor) and to execute the Agreement

for Construction of the 10th and 11th street water line replacement project, 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 24th day of September 2020.

Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel

Tamara Parent, Board Clerk

**SAN MIGUEL CSD
CDBG WATERLINE PROJECT
BID TABULATION
SEPTEMBER 3, 2020**

**SCHEDULE A: LINE 1
STA 2+52 TO STA 4+88**

RAMINHA CONSTRUCTION,
INC.

D-KAL ENGINEERING, INC.

WHITAKER CONSTRUCTION
GROUP, INC.

KIES & SON CONSTRUCTION
INC.

SPECIALTY CONSTRUCTION,
INC.

V. LOPEZ JR. & SONS G.E.C.,
INC.

JOHN MADONNA
CONSTRUCTION CO. INC.

No.	WORK ITEM	UNIT	ESTIMATED QUANTITY	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
SITE PREPARATION																	
1	Removal and Disposal of Existing Pavement (Includes areas of grinding)	SF	2188	\$2.00	\$4,376	\$3.00	\$6,564	\$1.00	\$2,188	\$2.20	\$4,813.60	\$1.65	\$3,610.20	\$2.25	\$4,923.00	\$1.50	\$3,282.00
2	Pavement Saw Cutting	LF	328	\$1.00	\$328	\$4.00	\$1,312	\$3.00	\$984	\$3.10	\$1,016.80	\$1.16	\$380.48	\$1.70	\$557.60	\$3.85	\$1,262.80
ROADWAYS																	
3	Local Street Pavement Replacement per SLO County Specifications, Complete, In-Place (includes areas of grinding)	SF	2188	\$7.00	\$15,316	\$9.00	\$19,692	\$10.00	\$21,880	\$12.31	\$26,934.28	\$8.57	\$18,751.16	\$10.10	\$22,098.80	\$11.50	\$25,162.00
4	Trench / Excavation Cribbing, Shoring, Bracing & Sheeting	LS	1	\$5,000.00	\$5,000	\$834.00	\$834	\$5,000.00	\$5,000	\$16,840.00	\$16,840.00	\$560.00	\$560.00	\$8,661.00	\$8,661.00	\$48,000.00	\$48,000.00
WATER SUPPLY																	
5	6" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
6	8" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	145	\$100.00	\$14,500	\$98.00	\$14,210	\$103.00	\$14,935	\$82.56	\$11,971.20	\$144.00	\$20,880.00	\$130.50	\$18,922.50	\$110.00	\$15,950.00
7	8" HDPE DR-11 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
8	8" HDPE DR 11 waterline installed by HDD methods, Complete, In Place.	LF	95	\$115.00	\$10,925	\$151.00	\$14,345	\$270.00	\$25,650	\$123.35	\$11,718.25	\$168.00	\$15,960.00	\$232.00	\$22,040.00	\$315.00	\$29,925.00
9	10" HDPE DR-11 Waterline Inside 20" (o.375" WT) Steel Casing, installed by Jack & Bore Methods, Complete, In Place.	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
10	8" X 10" D.I. HDPE Reducer	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
11	6" F x MJ Adapter	EA	2	\$375.00	\$750	\$233.00	\$466	\$140.00	\$280	\$229.00	\$458.00	\$300.00	\$600.00	\$155.00	\$310.00	\$177.00	\$354.00
12	8" MJ Cap	EA	1	\$500.00	\$500	\$309.00	\$309	\$90.00	\$90	\$263.00	\$263.00	\$168.00	\$168.00	\$112.00	\$112.00	\$415.00	\$415.00
13	8" x 6" F x MJ Reducer	EA	2	\$540.00	\$1,080	\$283.00	\$566	\$200.00	\$400	\$424.00	\$848.00	\$400.00	\$800.00	\$204.00	\$408.00	\$280.00	\$560.00
14	8" D.I. Cross, restrained, complete, in place.	EA	1	\$4,000.00	\$4,000	\$2,979.00	\$2,979	\$680.00	\$680	\$755.00	\$755.00	\$810.00	\$810.00	\$645.00	\$645.00	\$1,440.00	\$1,440.00
15	8" x 8" D.I. 90-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
16	8" x 8" HDPE 45-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
17	8" x 8" D.I. 45-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
18	8" x 8" x 8" D.I. Tee, restrained, complete, in place.	EA	1	\$3,000.00	\$3,000	\$4,082.00	\$4,082	\$400.00	\$400	\$1,114.00	\$1,114.00	\$716.00	\$716.00	\$508.00	\$508.00	\$685.00	\$685.00
19	8" x 8" x 6" D.I. Tee, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
20	8" D.I. PVC - HDPE Transition Fitting, Complete, In-Place	EA	1	\$800.00	\$800	\$811.00	\$811	\$300.00	\$300	\$845.00	\$845.00	\$922.00	\$922.00	\$403.00	\$403.00	\$1,235.00	\$1,235.00
21	Fire Hydrant Assembly, Complete In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
22	2" Air / Vacuum Relief Assembly	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
23	8" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	7	\$2,000.00	\$14,000	\$1,641.00	\$11,487	\$1,500.00	\$10,500	\$1,444.00	\$10,108.00	\$1,997.27	\$13,980.89	\$1,421.00	\$9,947.00	\$2,215.00	\$15,505.00
24	6" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
25	2" Water Service, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
26	Disinfection / Water System Pressure Testing	LS	1	\$2,000.00	\$2,000	\$2,535.00	\$2,535	\$2,000.00	\$2,000	\$1,318.00	\$1,318.00	\$3,700.00	\$3,700.00	\$1,120.00	\$1,120.00	\$4,650.00	\$4,650.00
27	Fire Hydrant Bollards, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
28	Relocate Existing Fire Hydrant Assembly, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
29	Relocate Existing Water Meter, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
30	Abandon Existing 6" Water Main & Fill w/ Grout (UPRR ROW)	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
31	End Plug and Abandon Existing 6" Water Main (Mission Street ROW)	LS	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
OTHER																	
32	Construction Staking	LS	1	\$2,500.00	\$2,500	\$1,830.00	\$1,830	\$2,400.00	\$2,400	\$1,697.00	\$1,697.00	\$820.00	\$820.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
33	Construction Traffic Control	LS	1	\$2,500.00	\$2,500	\$1,286.00	\$1,286	\$8,500.00	\$8,500	\$1,342.00	\$1,342.00	\$5,660.00	\$5,660.00	\$10,250.00	\$10,250.00	\$5,100.00	\$5,100.00
34	Erosion & Sediment Control / SWPPP	LS	1	\$750.00	\$750	\$263.00	\$263	\$2,600.00	\$2,600	\$1,044.00	\$1,044.00	\$1,738.00	\$1,738.00	\$750.00	\$750.00	\$1,400.00	\$1,400.00
35	Comply with UPRR ROW Encroachment Permit	LS	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID: SCHEDULE A					\$82,325		\$83,571		\$98,787		\$93,086.13		\$90,056.73		\$102,655.90		\$157,725.80

**SAN MIGUEL CSD
CDBG WATERLINE PROJECT
BID TABULATION
SEPTEMBER 3, 2020**

**SCHEDULE B: LINE 2
STA 4+88 TO STA 8+19**

RAMINHA CONSTRUCTION,
INC.

D-KAL ENGINEERING, INC.

WHITAKER CONSTRUCTION
GROUP, INC.

KIES & SON CONSTRUCTION
INC.

SPECIALTY CONSTRUCTION,
INC.

V. LOPEZ JR. & SONS G.E.C.,
INC.

JOHN MADONNA
CONSTRUCTION CO. INC.

No.	WORK ITEM	UNIT	ESTIMATED QUANTITY	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
SITE PREPARATION																	
1	Removal and Disposal of Existing Pavement (Includes areas of grinding)	SF	1203	\$2.00	\$2,406	\$4.00	\$4,812	\$1.00	\$1,203	\$2.20	\$2,646.60	\$1.65	\$1,984.95	\$2.25	\$2,706.75	\$1.50	\$1,804.50
2	Pavement Saw Cutting	LF	219	\$1.00	\$219	\$3.00	\$657	\$3.00	\$657	\$3.10	\$678.90	\$1.16	\$254.04	\$1.70	\$372.30	\$2.90	\$635.10
ROADWAYS																	
3	Local Street Pavement Replacement per SLO County Specifications, Complete, In-Place (includes areas of grinding)	SF	1203	\$7.00	\$8,421	\$8.00	\$9,624	\$12.00	\$14,436	\$12.31	\$14,808.93	\$16.50	\$19,849.50	\$10.10	\$12,150.30	\$16.50	\$19,849.50
4	Trench / Excavation Cribbing, Shoring, Bracing & Sheeting	LS	1	\$9,500.00	\$9,500	\$12,248.00	\$12,248	\$7,000.00	\$7,000	\$18,930.00	\$18,930.00	\$30,000.00	\$30,000.00	\$8,661.00	\$8,661.00	\$24,200.00	\$24,200.00
WATER SUPPLY																	
5	6" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	20	\$95.00	\$1,900	\$393.00	\$7,860	\$65.00	\$1,300	\$146.70	\$2,934.00	\$143.00	\$2,860.00	\$141.00	\$2,820.00	\$96.00	\$1,920.00
6	8" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	80	\$100.00	\$8,000	\$99.00	\$7,920	\$140.00	\$11,200	\$82.56	\$6,604.80	\$157.00	\$12,560.00	\$130.50	\$10,440.00	\$69.00	\$5,520.00
7	8" HDPE DR-11 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	30	\$105.00	\$3,150	\$317.00	\$9,510	\$150.00	\$4,500	\$319.50	\$9,585.00	\$142.00	\$4,260.00	\$150.00	\$4,500.00	\$91.00	\$2,730.00
8	8" HDPE DR 11 waterline installed by HDD methods, Complete, In Place.	LF	96	\$115.00	\$11,040	\$150.00	\$14,400	\$140.00	\$13,440	\$123.35	\$11,841.60	\$166.00	\$15,936.00	\$232.00	\$22,272.00	\$346.00	\$33,216.00
9	10" HDPE DR-11 Waterline Inside 20" (o.375" WT) Steel Casing, installed by Jack & Bore Methods, Complete, In Place.	LF	130	\$540.00	\$70,200	\$479.00	\$62,270	\$870.00	\$113,100	\$928.83	\$120,747.90	\$1,120.00	\$145,600.00	\$1,007.00	\$130,910.00	\$805.00	\$104,650.00
10	8" X 10" D.I. HDPE Reducer	EA	2	\$1,000.00	\$2,000	\$1,079.00	\$2,158	\$600.00	\$1,200	\$877.00	\$1,754.00	\$1,100.00	\$2,200.00	\$204.00	\$408.00	\$1,000.00	\$2,000.00
11	6" F x MJ Adapter	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	8" MJ Cap	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	8" x 6" F x MJ Reducer	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	8" D.I. Cross, restrained, complete, in place.	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	8" x 8" D.I. 90-degree Ell, restrained, complete, in place.	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	8" x 8" HDPE 45-degree Ell, restrained, complete, in place.	EA	4	\$1,400.00	\$5,600	\$638.00	\$2,552	\$150.00	\$600	\$2,390.00	\$9,560.00	\$673.00	\$2,692.00	\$175.00	\$700.00	\$590.00	\$2,360.00
17	8" x 8" D.I. 45-degree Ell, restrained, complete, in place.	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	8" x 8" x 8" D.I. Tee, restrained, complete, in place.	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	8" x 8" x 6" D.I. Tee, restrained, complete, in place.	EA	1	\$1,300.00	\$1,300	\$1,703.00	\$1,703	\$450.00	\$450	\$1,213.00	\$1,213.00	\$729.00	\$729.00	\$250.00	\$250.00	\$775.00	\$775.00
20	8" D.I. PVC - HDPE Transition Fitting, Complete, In-Place	EA	2	\$800.00	\$1,600	\$811.00	\$1,622	\$300.00	\$600	\$845.00	\$1,690.00	\$757.00	\$1,514.00	\$403.00	\$806.00	\$885.00	\$1,770.00
21	Fire Hydrant Assembly, Complete In-Place.	EA	1	\$5,400.00	\$5,400	\$6,161.00	\$6,161	\$5,550.00	\$5,550	\$5,734.00	\$5,734.00	\$4,410.00	\$4,410.00	\$12,000.00	\$12,000.00	\$5,500.00	\$5,500.00
22	2" Air / Vacuum Relief Assembly	EA	1	\$4,000.00	\$4,000	\$4,989.00	\$4,989	\$4,250.00	\$4,250	\$6,270.00	\$6,270.00	\$5,840.00	\$5,840.00	\$9,680.00	\$9,680.00	\$4,800.00	\$4,800.00
23	8" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	2	\$2,000.00	\$4,000	\$1,641.00	\$3,282	\$1,600.00	\$3,200	\$1,444.00	\$2,888.00	\$1,983.00	\$3,966.00	\$1,421.00	\$2,842.00	\$2,150.00	\$4,300.00
24	6" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	1	\$1,600.00	\$1,600	\$1,076.00	\$1,076	\$1,500.00	\$1,500	\$1,145.00	\$1,145.00	\$1,513.00	\$1,513.00	\$1,064.00	\$1,064.00	\$1,700.00	\$1,700.00
25	2" Water Service, Complete, In-Place	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Disinfection / Water System Pressure Testing	LS	1	\$2,000.00	\$2,000	\$4,454.00	\$4,454	\$2,000.00	\$2,000	\$1,318.00	\$1,318.00	\$7,100.00	\$7,100.00	\$1,120.00	\$1,120.00	\$4,200.00	\$4,200.00
27	Fire Hydrant Bollards, Complete, In-Place	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28	Relocate Existing Fire Hydrant Assembly, Complete, In-Place	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Relocate Existing Water Meter, Complete, In-Place	EA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	Abandon Existing 6" Water Main & Fill w/ Grout (UPRR ROW)	LF	200	\$25.00	\$5,000	\$24.00	\$4,800	\$33.00	\$6,600	\$29.88	\$5,976.00	\$99.00	\$19,800.00	\$106.00	\$21,200.00	\$30.00	\$6,000.00
31	End Plug and Abandon Existing 6" Water Main (Mission Street ROW)	LS	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER																	
32	Construction Staking	LS	1	\$2,500.00	\$2,500	\$1,830.00	\$1,830	\$2,400.00	\$2,400	\$1,697.00	\$1,697.00	\$2,140.00	\$2,140.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
33	Construction Traffic Control	LS	1	\$2,500.00	\$2,500	\$1,508.00	\$1,508	\$16,500.00	\$16,500	\$1,342.00	\$1,342.00	\$16,200.00	\$16,200.00	\$10,250.00	\$10,250.00	\$3,800.00	\$3,800.00
34	Erosion & Sediment Control / SWPPP	LS	1	\$750.00	\$750	\$6.00	\$6	\$3,200.00	\$3,200	\$1,044.00	\$1,044.00	\$1,740.00	\$1,740.00	\$750.00	\$750.00	\$1,100.00	\$1,100.00
35	Comply with UPRR ROW Encroachment Permit	LS	1	\$4,000.00	\$4,000	\$28,720.00	\$28,720	\$12,600.00	\$12,600	\$6,380.00	\$6,380.00	\$5,400.00	\$5,400.00	\$2,500.00	\$2,500.00	\$16,000.00	\$16,000.00
TOTAL BASE BID: SCHEDULE B					\$157,086		\$194,162		\$227,486		\$236,788.73		\$308,548.49		\$259,402.35		\$251,630.10

**SAN MIGUEL CSD
CDBG WATERLINE PROJECT
BID TABULATION
SEPTEMBER 3, 2020**

**SCHEDULE C: LINE 3
STA 0+00 TO STA 3+09**

RAMINHA CONSTRUCTION,
INC.

D-KAL ENGINEERING, INC.

WHITAKER CONSTRUCTION
GROUP, INC.

KIES & SON CONSTRUCTION
INC.

SPECIALTY CONSTRUCTION,
INC.

V. LOPEZ JR. & SONS G.E.C.,
INC.

JOHN MADONNA
CONSTRUCTION CO. INC.

No.	WORK ITEM	UNIT	ESTIMATED QUANTITY	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
SITE PREPARATION																	
1	Removal and Disposal of Existing Pavement (Includes areas of grinding)	SF	567	\$2.00	\$1,134	\$3.00	\$1,701	\$1.00	\$567	\$2.20	\$1,247.40	\$1.65	\$935.55	\$2.25	\$1,275.75	\$1.60	\$907.20
2	Pavement Saw Cutting	LF	190	\$1.00	\$190	\$2.00	\$380	\$3.00	\$570	\$3.10	\$589.00	\$1.16	\$220.40	\$1.70	\$323.00	\$2.75	\$522.50
ROADWAYS																	
3	Local Street Pavement Replacement per SLO County Specifications, Complete, In-Place (includes areas of grinding)	SF	567	\$7.00	\$3,969	\$10.00	\$5,670	\$18.00	\$10,206	\$12.31	\$6,979.77	\$15.00	\$8,505.00	\$10.10	\$5,726.70	\$28.00	\$15,876.00
4	Trench / Excavation Cribbing, Shoring, Bracing & Sheeting	LS	1	\$500.00	\$500	\$690.00	\$690	\$6,000.00	\$6,000	\$8,420.00	\$8,420.00	\$7,450.00	\$7,450.00	\$8,661.00	\$8,661.00	\$11,500.00	\$11,500.00
WATER SUPPLY																	
5	6" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
6	8" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	120	\$100.00	\$12,000	\$82.00	\$9,840	\$130.00	\$15,600	\$82.56	\$9,907.20	\$177.00	\$21,240.00	\$130.50	\$15,660.00	\$295.00	\$35,400.00
7	8" HDPE DR-11 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
8	8" HDPE DR 11 waterline installed by HDD methods, Complete, In Place.	LF	195	\$115.00	\$22,425	\$99.00	\$19,305	\$175.00	\$34,125	\$123.35	\$24,053.25	\$160.00	\$31,200.00	\$232.00	\$45,240.00	\$198.00	\$38,610.00
9	10" HDPE DR-11 Waterline Inside 20" (o.375" WT) Steel Casing, installed by Jack & Bore Methods, Complete, In Place.	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
10	8" X 10" D.I. HDPE Reducer	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
11	6" F x MJ Adapter	EA	3	\$375.00	\$1,125	\$233.00	\$699	\$140.00	\$420	\$229.00	\$687.00	\$220.00	\$660.00	\$155.00	\$465.00	\$214.00	\$642.00
12	8" MJ Cap	EA	1	\$500.00	\$500	\$188.00	\$188	\$90.00	\$90	\$263.00	\$263.00	\$330.00	\$330.00	\$112.00	\$112.00	\$425.00	\$425.00
13	8" x 6" F x MJ Reducer	EA	3	\$540.00	\$1,620	\$284.00	\$852	\$200.00	\$600	\$424.00	\$1,272.00	\$150.00	\$450.00	\$204.00	\$612.00	\$240.00	\$720.00
14	8" D.I. Cross, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
15	8" x 8" D.I. 90-degree Ell, restrained, complete, in place.	EA	1	\$800.00	\$800	\$290.00	\$290	\$200.00	\$200	\$371.00	\$371.00	\$500.00	\$500.00	\$212.00	\$212.00	\$685.00	\$685.00
16	8" x 8" HDPE 45-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
17	8" x 8" D.I. 45-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
18	8" x 8" x 8" D.I. Tee, restrained, complete, in place.	EA	3	\$1,300.00	\$3,900	\$1,710.00	\$5,130	\$400.00	\$1,200	\$1,114.00	\$3,342.00	\$400.00	\$1,200.00	\$508.00	\$1,524.00	\$810.00	\$2,430.00
19	8" x 8" x 6" D.I. Tee, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
20	8" D.I. PVC - HDPE Transition Fitting, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
21	Fire Hydrant Assembly, Complete In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
22	2" Air / Vacuum Relief Assembly	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
23	8" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	10	\$2,000.00	\$20,000	\$1,641.00	\$16,410	\$1,600.00	\$16,000	\$1,444.00	\$14,440.00	\$1,840.00	\$18,400.00	\$1,421.00	\$14,210.00	\$2,050.00	\$20,500.00
24	6" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
25	2" Water Service, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
26	Disinfection / Water System Pressure Testing	LS	1	\$2,000.00	\$2,000	\$720.00	\$720	\$2,000.00	\$2,000	\$1,318.00	\$1,318.00	\$3,980.00	\$3,980.00	\$1,120.00	\$1,120.00	\$4,650.00	\$4,650.00
27	Fire Hydrant Bollards, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
28	Relocate Existing Fire Hydrant Assembly, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
29	Relocate Existing Water Meter, Complete, In-Place	EA	1	\$1,700.00	\$1,700	\$2,612.00	\$2,612	\$2,800.00	\$2,800	\$1,865.00	\$1,865.00	\$3,370.00	\$3,370.00	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00
30	Abandon Existing 6" Water Main & Fill w/ Grout (UPRR ROW)	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
31	End Plug and Abandon Existing 6" Water Main (Mission Street ROW)	LS	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
OTHER																	
32	Construction Staking	LS	1	\$2,500.00	\$2,500	\$1,830.00	\$1,830	\$2,400.00	\$2,400	\$1,697.00	\$1,697.00	\$822.00	\$822.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
33	Construction Traffic Control	LS	1	\$2,500.00	\$2,500	\$1,429.00	\$1,429	\$10,000.00	\$10,000	\$1,342.00	\$1,342.00	\$8,600.00	\$8,600.00	\$10,250.00	\$10,250.00	\$2,200.00	\$2,200.00
34	Erosion & Sediment Control / SWPPP	LS	1	\$750.00	\$750	\$263.00	\$263	\$3,000.00	\$3,000	\$1,044.00	\$1,044.00	\$1,738.00	\$1,738.00	\$750.00	\$750.00	\$1,400.00	\$1,400.00
35	Comply with UPRR ROW Encroachment Permit	LS	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID: SCHEDULE C					\$77,613		\$68,009		\$105,778		\$78,837.62		\$109,600.95		\$109,641.45		\$145,067.70

*Items 1-3 calculated wrong in proposal

**SAN MIGUEL CSD
CDBG WATERLINE PROJECT
BID TABULATION
SEPTEMBER 3, 2020**

**SCHEDULE D: LINE 4
STA 0+00 TO STA 4+96**

RAMINHA CONSTRUCTION,
INC.

D-KAL ENGINEERING, INC.

WHITAKER CONSTRUCTION
GROUP, INC.

KIES & SON CONSTRUCTION
INC.

SPECIALTY CONSTRUCTION,
INC.

V. LOPEZ JR. & SONS G.E.C.,
INC.

JOHN MADONNA
CONSTRUCTION CO. INC.

No.	WORK ITEM	UNIT	ESTIMATED QUANTITY	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
SITE PREPARATION																	
1	Removal and Disposal of Existing Pavement (Includes areas of grinding)	SF	1255	\$2.00	\$2,510	\$3.00	\$3,765	\$1.00	\$1,255	\$2.20	\$2,761.00	\$1.65	\$2,070.75	\$2.25	\$2,823.75	\$1.50	\$1,882.50
2	Pavement Saw Cutting	LF	237	\$1.00	\$237	\$3.00	\$711	\$3.00	\$711	\$3.10	\$734.70	\$1.16	\$274.92	\$1.70	\$402.90	\$3.30	\$782.10
ROADWAYS																	
3	Local Street Pavement Replacement per SLO County Specifications, Complete, In-Place (includes areas of grinding)	SF	1255	\$7.00	\$8,785	\$14.00	\$17,570	\$12.00	\$15,060	\$12.31	\$15,449.05	\$10.00	\$12,550.00	\$10.10	\$12,675.50	\$17.30	\$21,711.50
4	Trench / Excavation Cribbing, Shoring, Bracing & Sheeting	LS	1	\$2,500.00	\$2,500	\$3,025.00	\$3,025	\$6,500.00	\$6,500	\$8,420.00	\$8,420.00	\$7,450.00	\$7,450.00	\$8,661.00	\$8,661.00	\$5,500.00	\$5,500.00
WATER SUPPLY																	
5	6" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	30	\$95.00	\$2,850	\$99.00	\$2,970	\$120.00	\$3,600	\$146.70	\$4,401.00	\$150.00	\$4,500.00	\$141.00	\$4,230.00	\$124.00	\$3,720.00
6	8" PVC C-900 DR-18 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	496	\$69.00	\$34,224	\$110.00	\$54,560	\$120.00	\$59,520	\$82.56	\$40,949.76	\$83.00	\$41,168.00	\$130.50	\$64,728.00	\$86.00	\$42,656.00
7	8" HDPE DR-11 Waterline, Installed by Trench & Backfill Methods, Including Trenching, Bedding, Backfill & Compaction, Complete, In-Place	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
8	8" HDPE DR 11 waterline installed by HDD methods, Complete, In Place.	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
9	10" HDPE DR-11 Waterline Inside 20" (o.375" WT) Steel Casing, installed by Jack & Bore Methods, Complete, In Place.	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
10	8" X 10" D.I. HDPE Reducer	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
11	6" F x MJ Adapter	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
12	8" MJ Cap	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
13	8" x 6" F x MJ Reducer	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
14	8" D.I. Cross, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
15	8" x 8" D.I. 90-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
16	8" x 8" HDPE 45-degree Ell, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
17	8" x 8" D.I. 45-degree Ell, restrained, complete, in place.	EA	4	\$1,300.00	\$5,200	\$391.00	\$1,564	\$175.00	\$700	\$1,214.00	\$4,856.00	\$430.00	\$1,720.00	\$193.00	\$772.00	\$565.00	\$2,260.00
18	8" x 8" x 8" D.I. Tee, restrained, complete, in place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
19	8" x 8" x 6" D.I. Tee, restrained, complete, in place.	EA	2	\$1,300.00	\$2,600	\$485.00	\$970	\$450.00	\$900	\$1,213.00	\$2,426.00	\$492.00	\$984.00	\$250.00	\$500.00	\$770.00	\$1,540.00
20	8" D.I. PVC - HDPE Transition Fitting, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
21	Fire Hydrant Assembly, Complete In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
22	2" Air / Vacuum Relief Assembly	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
23	8" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
24	6" Gate Valve (Resilient Seated) with Valve Box Assembly, Complete, In-Place.	EA	2	\$1,600.00	\$3,200	\$1,335.00	\$2,670	\$1,500.00	\$3,000	\$1,145.00	\$2,290.00	\$1,510.00	\$3,020.00	\$1,064.00	\$2,128.00	\$1,750.00	\$3,500.00
25	2" Water Service, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
26	Disinfection / Water System Pressure Testing	LS	1	\$2,000.00	\$2,000	\$1,202.00	\$1,202	\$2,000.00	\$2,000	\$1,318.00	\$1,318.00	\$3,980.00	\$3,980.00	\$1,120.00	\$1,120.00	\$4,650.00	\$4,650.00
27	Fire Hydrant Bollards, Complete, In-Place	EA	4	\$500.00	\$2,000	\$376.00	\$1,504	\$800.00	\$3,200	\$373.00	\$1,492.00	\$400.00	\$1,600.00	\$280.00	\$1,120.00	\$800.00	\$3,200.00
28	Relocate Existing Fire Hydrant Assembly, Complete, In-Place	EA	2	\$3,500.00	\$7,000	\$2,736.00	\$5,472	\$2,900.00	\$5,800	\$3,850.00	\$7,700.00	\$662.00	\$1,324.00	\$8,536.00	\$17,072.00	\$2,300.00	\$4,600.00
29	Relocate Existing Water Meter, Complete, In-Place	EA	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
30	Abandon Existing 6" Water Main & Fill w/ Grout (UPRR ROW)	LF	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
31	End Plug and Abandon Existing 6" Water Main (Mission Street ROW)	LS	1	\$2,000.00	\$2,000	\$1,953.00	\$1,953	\$3,800.00	\$3,800	\$912.00	\$912.00	\$1,160.00	\$1,160.00	\$10,600.00	\$10,600.00	\$1,500.00	\$1,500.00
OTHER																	
32	Construction Staking	LS	1	\$2,500.00	\$2,500	\$1,830.00	\$1,830	\$2,400.00	\$2,400	\$1,697.00	\$1,697.00	\$823.00	\$823.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
33	Construction Traffic Control	LS	1	\$2,500.00	\$2,500	\$1,833.00	\$1,833	\$8,500.00	\$8,500	\$1,342.00	\$1,342.00	\$5,110.00	\$5,110.00	\$10,250.00	\$10,250.00	\$4,400.00	\$4,400.00
34	Erosion & Sediment Control / SWPPP	LS	1	\$750.00	\$750	\$263.00	\$263	\$2,200.00	\$2,200	\$1,044.00	\$1,044.00	\$1,740.00	\$1,740.00	\$750.00	\$750.00	\$1,400.00	\$1,400.00
35	Comply with UPRR ROW Encroachment Permit	LS	0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID: SCHEDULE D					\$80,856		\$101,862		\$119,146		\$97,792.51		\$89,474.67		\$138,833.15		\$106,102.10

*Item 1 calculated wrong in proposal

*Items 1-3, 17 calculated wrong in proposal

**SAN MIGUEL CSD
CDBG WATERLINE PROJECT
BID TABULATION
SEPTEMBER 3, 2020**

TOTAL BID (ALL SCHEDULES)

	RAMINHA CONSTRUCTION, INC.	D-KAL ENGINEERING, INC.	WHITAKER CONSTRUCTION GROUP, INC.	KIES & SON CONSTRUCTION INC.	SPECIALTY CONSTRUCTION, INC.	V. LOPEZ JR. & SONS G.E.C., INC.	JOHN MADONNA CONSTRUCTION CO. INC.
BID SCHEDULE A TOTAL	\$82,325.00	\$83,571.00	\$98,787.00	\$93,086.13	\$90,056.73	\$102,655.90	\$157,725.80
BID SCHEDULE B TOTAL	\$157,086.00	\$194,162.00	\$227,486.00	\$236,788.73	\$308,548.49	\$259,402.35	\$251,630.10
BID SCHEDULE C TOTAL	\$77,613.00	\$68,009.00	\$105,778.00	\$78,837.62	\$109,600.95	\$109,641.45	\$145,067.70
BID SCHEDULE D TOTAL	\$80,856.00	\$101,862.00	\$119,146.00	\$97,792.51	\$89,474.67	\$138,833.15	\$106,102.10
TOTAL BID (ALL SCHEDULES)	\$397,880.00	\$447,604.00	\$551,197.00	\$506,504.99	\$597,680.84	\$610,532.85	\$660,525.70
	Total in Proposal: \$397,880.00	Total in Proposal: \$447,604.00	Total in Proposal: \$551,197.00	Total in Proposal: \$506,459.99	Total in Proposal: \$597,680.84	Total in Proposal: \$606,326.00	Total in Proposal: \$660,525.70

Signed Proposal Form	X	X	did not include sum	X	did not include sum	X	X	X	X
Experience Qualifications Form	X	X	X	X	X	X	X	X	X
Bid Schedule (acknowledge addenda, if any)	X	X	X	X	X	X	X	X	X
Contractor's Licensing Statement	X	X	X	X	X	X	X	X	X
List of Subcontractors	X	X	X	X	X	X	X	X	X
Proof of Contractor and Subcontractor Registration with Department of Industrial Relations.	only included subcontractors	X	only included contractor	X	only included contractor	X	X	X	X
List of Material or Equipment Suppliers	X	X	X	X	X	X	X	X	X
Bid Security Form and Bid Bond	X	X	X	X	X	X	X	X	X
Non-Collusion Affidavit	X	X	X	X	X	X	X	X	X
Affirmative Action Form	X	X	X	X	X	X	X	X	X
Proof of Worker's Compensation Insurance	X	X	X	X	X	X	X	X	X
One photo copy of each license required by these Instructions to Bidders	X	X	X	X	X	X	X	X	X
References (or other information)	X	X	X	X	X	X	X	X	X
Certificate of Liability Insurance Endorsement	X	X	X	X	X	X	X	X	X
Proof of Unemployment Insurance	X	X	X	X	X	X	X	X	X

AGREEMENT**SAN MIGUEL COMMUNITY SERVICES DISTRICT****WATER MAIN IMPROVEMENT PROJECT**

This Agreement, made and entered into this 24th day of September 2020, at San Miguel, California, by and between the SAN MIGUEL COMMUNITY SERVICES DISTRICT referred to as the "OWNER", and Raminha Construction, 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.

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: The proposed project will replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which pose a high risk for failure. One of the water mains extends under the Union Pacific Railroad on 11th Street, between Mission and N Streets and two segments are beneath the main business route (Mission Street) on 10th Street. The project will include the installation of approximately 1350 linear feet of new 8-inch pipe, 130 linear feet of new 10-inch pipe and approximately 60 linear feet of new 6-inch pipe. The UPRR crossing shall be installed using jack and bore methods with 10-inch diameter HDPE pipe installed in 20-inch diameter steel casing. The contractor shall comply with the conditions of the UPRR ROW encroachment permit for all work performed within the UPRR ROW. The two Mission Street crossings shall be installed using HDD methods. Related work will include the installation of valves, fittings, fire hydrants, water main disinfection and pressure testing, and other Work as required to make the new water mains complete and operational. The project is partially funded with CDBG grant funds and the Contractor shall comply with all CDBG requirements, including meeting the prevailing wage requirements established by the state and federal governments.

..

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 numbers 1 to 4, inclusive
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto

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.

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

RAMINHA CONSTRUCTION, INC.

By _____

By _____

Title _____

Title _____

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

(Signature)

Agent for service of process: _____

(Title)

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: _____ dollars (\$ _____), 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 **WATER MAIN IMPROVEMENT PROJECT** as specifically set forth in documents entitled, "Contract Documents and Specifications for **SAN MIGUEL COMMUNITY SERVICES DISTRICT – WATER MAIN IMPROVEMENT 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 _____ 2020.

Contractor _____

Surety _____

By _____

By _____

Title _____

Title _____

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

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:

_____ 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 _____ day of _____, 2020, awarded to said Principal, a contract for the:

**SAN MIGUEL COMMUNITY SERVICES DISTRICT
WATER MAIN IMPROVEMENT 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 _____, 2020.

Contractor _____	Surety _____
By _____	By _____
Title _____	Title _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

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



San Miguel Community Services District

Board of Directors Staff Report

September 24th, 2020

AGENDA ITEM: XI-6

SUBJECT: Review and approve Resolution 2020-36 approving a budget adjustment in the amount of \$13,750 from funds 30, 40, 50, and 60 to WWTF Expansion (581) for the same funds; for repairs and installation of services to the donated office trailer located at the Machado WWTF.

RECOMMENDATION: Approve Resolution 2020-36 approving a budget adjustment in the amount of \$13,750 from funds 30, 40, 50, and 60 to WWTF Expansion (581) for the same funds; for repairs and installation of services to the donated office trailer located at the Machado WWTF.

As discussed at the August meeting, an Office Trailer was donated to the District from Pleasant Valley School, the Board discussed the options and costs of using this trailer or disposing of it and renting an office trailer for the same purposes.

The purpose of this trailer is to provide additional office space to relocate the Director of Utilities out of the crowded back office at the fire station, as well as provide office space for operators and a construction office during the construction of the WWTF expansion.

Thru a unanimous consensus, the Board authorized the relocation of the Director of Utilities office to the WWTF as well as the repair of the donated office trailer for that office.

As of the time of the August meeting cost had been incurred for the relocation, and setup of the office trailer to the WWTF, those costs are included in this budget adjustment.

There will be additional expenses from repairs to the trailer, and to bring power and internet to the trailer. This budget adjustment is to fund these expenses.

The total cost to get to move-in ready condition and relocate the DOU office is estimated to be \$13,750. These are worst-case estimates.

District labor will be used to make repairs to the office trailer, that cost is estimated at \$2,500. No adjustment is requested for District labor.

Since the main use of this office will be for the DOU for water and wastewater the requested adjustment is split between all the utilities that the DOU manages, the cost breakdown is shown below.

FISCAL IMPACT

Approval will authorize a budget adjustment of \$13,750 from Capital reserve for funds 40, 50 and reserve funds for funds 30, 60 to WWTF Expansion (581) as follows;

FUND	PERCENTAGE	AMOUNT OF ADJUSTMENT
30	5%	\$685.00
40	45%	\$6,165.00
50	45%	\$6,165.00
60	5%	\$685.00

There will be staff time incurred in the repair of the structure that is not part of the adjustment. This cost to the District is estimated to be less than \$2,500 and is within the amount already budgeted for salaries and wages.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities
Attachment: Resolution 2020-36

RESOLUTION NO. 202-36

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING A BUDGET
ADJUSTMENT IN THE AMOUNT OF \$13,750 FROM FUNDS 30, 40, 50, AND 60 TO
WWTF EXPANSION (581) FOR THE SAME FUNDS; FOR REPAIRS AND
INSTALLATION OF SERVICES TO THE DONATED OFFICE TRAILER LOCATED
AT THE MACHADO WWTF.**

WHEREAS, San Miguel Community Services District (“District”) operates Lighting, Wastewater, Water, and Solid Waste departments within the community of San Miguel; and

WHEREAS, at the August Board of Directors meeting the Board recognized the need for additional office space to alleviate the current crowded offices at the fire station; and

WHEREAS, at the August meeting the Board, thru unanimous consensus approved relocating the Director of Utilities office to this office trailer at the Machado WWTF and to continue with repairs and installation of services to this trailer; and

WHEREAS, the Board of Directors authorizes a budget adjustment for the Lighting department \$685 (30-581) and Solid waste department \$685 (60-581) from operating cash, and the Wastewater department \$6,165 (40-581) and Water department \$6,165 (50-581) from Capital Reserve; and

WHEREAS, the District Board of Directors authorizes the Director of Utilities to purchase materials and services to make repairs and install services to the office trailer; and

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 24th day of September 2020.

Ashley Sangster,
President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

September 24th, 2020

AGENDA ITEM: XI-7

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

CURRENT STATUS:

WWTF

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE – Based on the 1st quarter 2020 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *July* the plant averaged 165,457 gallons per day (83% of hydraulic design capacity) with a max day of 203,348 gallons (102% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.

- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
 - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On June 18, 2020 The Central Coast Regional Water Quality Control Board release it's DRAFT General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The DE has participated in four virtual meetings to discuss this DRAFT order with Waterboard staff and other dischargers that will be subject to this order when it is finalized. The District WWTP, including the planned expansion / renovation will be subject to the requirements in this order

TEMPORARY OFFICE TRAILER

- The office trailer was donated by Pleasant Valley School and received on 8/7/2020.
- Staff will be cleaning up the inside/ outside and repairing areas that had prior water damage as needed.
- This temporary office will:

- Serve as the temporary office space for Director of Utilities until a permanent office is built, alleviating the current crowded office currently shared by the Fire Chief, Asst Fire Chief and Director of Utilities.
- Provide office space for the Field and Wastewater Operators
- Provide onsite office and meeting capabilities during the construction of the WWTF Expansion

AERATOR PROJECT

5/17/18 WSC has issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On-Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Engineering - \$170,740 (Reimbursable through the IRWM Grant) (\$112,000 received to date)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- The agreement for this grant was received in February 2019 and has been processed and returned, invoices have been submitted to IRWM and the District should receive reimbursement for the initial requests after July.
- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – The District received the agreement for this grant in November 2019. The grant is retroactive to 2017.

Applied for/ to

- Started discussion with SLO County on the potential for CDBG funds to help pay for construction. The application is in process.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction

- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for \$14.5M in funding through the Small Community Funding Program on May 5, 2020.

NEXT STEPS:

WWTF

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental/regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we have initiated the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2020, with the goal of having financing in place to advertise and award a construction project in 2021.

Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining— 6 months

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

Due to the limited time frame, this item will be updated monthly and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Blaine Reely

Blaine Reely, Monsoon Consultants



San Miguel Community Services District

Board of Directors Board Report

September 24, 2020

AGENDA ITEM: XI-8

SUBJECT: Review and Approve **Resolution No. 2020-37** Adopting Modifications to Chapter 4.A of the San Miguel Community Services District Board Members' Handbook.

BACKGROUND:

In August 2020, the Board considered and discussed updating Chapter 4.A of the District's Board Member Handbook, which is the policy related to compensation of Board members. In a survey of other special districts in the region conducted by Director Anthony Kalvans, it was determined that the District's stipend for Board members is the lowest in the region. Given the complexity of issues presented to the Board, the frequent heavy agendas which can result in meetings of four to five hours in duration, and the frequency of special meetings, it was decided that the current monthly stipend of \$100 per month is insufficient to recognize the amount of time that directors give to the District in their positions.

The directors agreed to approve stipends of \$100 per authorized board function per month, up to a maximum of \$600 per month, the state limit for directors on special district boards. Directors would be compensated for attendance any of these events: a regular Board meeting, a special meeting, a special or informal work session or conference, a training program on a topic directly related to the district as assigned or approved by the Board, a Board-appointed regional meeting, and participation in a scheduled Board retreat or Board training session.

Board members forfeit any stipend if he or she fails to attend the schedule monthly Board meeting without a Board-approved excuse, or if he or she arrives after Roll Call or leaves before Adjournment. Board members will not receive any stipend during a fiscal emergency.

Fiscal Impact:

The current yearly budget for Board member stipends is \$6,000.00. The changes to Chapter 4.A could result in an aggregate budgetary increase of up to \$12,000.00 per year, depending on the frequency of the individual events which provide for the \$100 per day stipend.

Staff Recommendation:

Approve **Resolution No. 2020-37** adopting the modifications to Chapter 4.A of the Board Handbook.

PREPARED BY:

Douglas L. White, District General Counsel

Attachment(s):

Exhibit A: Resolution

Exhibit B: Proposed Chapter 4.A

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) ~~per day of service a month for attendance at regular Board 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 law¹, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

Per Day of Service means that ~~The following types of authorized functions are eligible for compensation. Compensation does not stack is limited to no more than One Hundred Dollar stipend (\$100.00) per day (i.e. a special meeting and a regular board meeting in the same day would be compensated with a single stipend payment for that day).~~

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled board meetings.
2. One (1) special meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district as assigned or approved by the Board. Members attending must deliver a written report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program.
- 4-6. Board-appointed regional meetings that are not already reimbursed. Board members attending must deliver a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

Forfeiture of Stipend. A Board member will not be eligible for a stipend under the following conditions:

1. For the relevant Board meeting if a Board Member he or she fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) in the middle of that Board meeting, or fails to attend the entire Board meeting, without a Board-approved excused absence.
2. No board member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:
 - a. Half of all departments are running negative budget balances for two (2) consecutive years;

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Commented [ED1]: The Brown Act extends to a legislative body's "informal sessions or conferences," even if no vote is taken. *Sacramento Newspaper Guild v. Sacramento Cty. Bd. of Supervisors*, 263 Cal. App. 2d 41, 51, 69 Cal. Rptr. 480 (1968) (superseded by statute on the issue of attorney-client privilege). The Brown Act includes "deliberation as well as action" because "deliberation and action [are] dual components of the collective decision-making process" and "the meeting concept cannot be split off and confined to one component only[.]" *Id.* at 47. The court held that when the Sacramento County Board of Supervisors attended an Elks Club luncheon and discussed a county workers' strike with staff members, labor leaders and staff attorneys, the Board held a "meeting" in violation of the action, even though it did not take any formal vote. *Id.*; see also *Frazer v. Dixon Unified Sch. Dist.*, 18 Cal. App. 4th 781, 794, 22 Cal. Rptr. 2d 641 (1993) (a "meeting" under the Brown Act includes "not only collective decision making, but also the collective acquisition and exchange of facts preliminary to the ultimate decision). A pre-meeting briefing session held by a city council with the city manager, assistant city manager, city attorney and planning director is a "meeting" subject to the open meeting requirements. 42 Ops. Cal. Att'y Gen. 61 (1963).

Commented [ED2]: "Special meetings" are meetings called by the legislative body President or majority of the legislative body to discuss only discrete items on the agenda under the Brown Act's notice requirements for special meetings. (Gov. Code, § 54956 subd. (a).)

Commented [ED3]: See note re Sacramento case.

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- b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period; if the total operating cash reserves are depleted below 10% of the operating budget; ;
- c. If the district declares bankruptcy; or;
- d. Existing departmental staff are laid off due to budget problems.

Commented [ED4]: Same language as in employment agreements with reopener provisions.

3. Two (2) unexcused Absences will result in a forfeiture of the Board member’s stipend for the remainder of the fiscal year.

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Additional Requirements. As a condition of receiving board stipends, the collective board shall be required to undergo a yearly performance and self-evaluation Board analysis.

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Additional Compensation. Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

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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.ⁱⁱ 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.ⁱⁱⁱ 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.

ⁱ Gov. Code, § 61047.

ⁱⁱ Gov. Code, § 53232.2

ⁱⁱⁱ *Ibid.*

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) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board members may waive their stipends as provided by state lawⁱ, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

Per Day of Service means that compensation is limited to no more than One Hundred Dollar stipend (\$100.00) per day (i.e. a special meeting and a regular board meeting in the same day would be compensated with a single stipend payment for that day).

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled board meetings.
2. One (1) special meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district as assigned or approved by the Board. Members attending must deliver a written report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program.
6. Board-appointed regional meetings that are not already reimbursed. Board members attending must deliver a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

Forfeiture of Stipend. A Board member will not be eligible for a stipend under the following conditions:

1. For the relevant Board meeting if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) in the middle of that Board meeting, or fails to attend the entire Board meeting, without a Board-approved excused absence.
2. No board member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:
 - a. Half of all departments are running negative budget balances for two (2) consecutive years;

- b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
- c. If the district declares bankruptcy; or
- d. Existing departmental staff are laid off due to budget problems.

3. Two (2) unexcused Absences will result in a forfeiture of the Board member's stipend for the remainder of the fiscal year.

Additional Requirements. As a condition of receiving board stipends, the collective board shall be required to undergo a yearly Board analysis.

Additional Compensation. Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

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.ⁱⁱ Donations to organizations are not eligible, nor are meals, for individuals other than Board members.

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Any expense must be related to District affairs.ⁱⁱⁱ 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.

ⁱ Gov. Code, § 61047.

ⁱⁱ Gov. Code, § 53232.2

ⁱⁱⁱ *Ibid.*

RESOLUTION NO. 2020-37**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT ADOPTING MODIFICATIONS
TO CHAPTER 4.A OF THE DISTRICT'S BOARD MEMBER HANDBOOK**

WHEREAS, the Board of Directors for the San Miguel Communities Services District receive a monthly stipend for the service they provide to the District and its ratepayers; and

WHEREAS, the stipend for Board members is lower than any other similar special district in the region;

WHEREAS, the effort Board members put into preparing for and attending each meeting has gradually increased in recent years given the demands of new and ever-changing state laws as well as the major long-term infrastructure projects the District is in the midst of undertaking; and

WHEREAS, the Board agrees that the current stipend should be increased in recognition of the efforts Board members expend on behalf of the District, and

WHEREAS, the Board will be subject to a structured stipend system as outlined in the proposed amended Chapter 4.A of the Board members' handbook, attached hereto and incorporated as an attachment to Exhibit B.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution ordering the modifications to Chapter 4.A of the District Board Member Handbook as attached hereto as Exhibit B.

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 24th day of September, 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager
Counsel

Douglas L. White, District General

EXHIBIT B



San Miguel Community Services District

Board of Directors Staff Report

September 24, 2020

AGENDA ITEM: XI - 9

SUBJECT: Review and discuss a proposed set of standard terms for use in contracts for services between the San Miguel Community Services District Community Services District and outside vendors.

RECOMMENDATION: Staff recommends that the Board of Directors review, discuss and provide direction to Staff.

DISCUSSION: The District engages in multiple contracts each year with vendors who provide goods, services or consultation to the District. Each contract is separately drafted, either by the District or the vendor, or a combination of both the District and the vendor, to address each circumstance. While many portions of agreements are identical or very similar to others, Staff time is expended in ensuring proper drafting and content of these agreements, and often duplicative efforts go into each agreement.

On the suggestion of Board President Ashley Sangster, District General Counsel set out to creating a standardized set of terms and conditions which can be utilized by the District, maintained on the District website for vendor or customer reference, and linked electronically to requests for bids for service.

The current proposed “standard terms” document is tailored for use with contracts for services provided to the District by outside vendors. In discussion between General Counsel and Director of Utilities Kelly Dodds, an effort to develop a single “standard terms” document which would apply to contracts for services, goods and consultations was considered, but the unique nature of those various types of agreements would cause the document to be unduly lengthy and many provisions which would be apply to one situation would be totally inapplicable to other contracts, causing superfluous verbiage which might create more confusion than it would clarity.

Outside vendors may seek to negotiate certain portions of the standard terms, and Staff or the Board may consider and grant or reject those requests on a case-by-case basis, as modifications of the terms may be necessary or may be in the best interests of either or both parties. The goal is to create a set of standard terms so that future agreements do not need to be created from “scratch”, or repeatedly reviewed and modified for each new contract, and to put all prospective vendors on notice of the policies and expectations of the District before an agreement is in place.

The attachment represents a draft of proposed standard terms for service contracts. Once this version is finalized, Staff intends to use it as a building block in drafting other similar versions for the other types of agreements the District regularly is a party to.

FISCAL IMPACT: No costs to the District.

PREPARED BY:

Erin M. Derwin _____

Deputy General Counsel

Attachment: Draft Standard Terms Proposal

DRAFT
**DISTRICT GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS**

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DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

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Commented [ED1]: Edit TOC to reflect final paragraphs headings and numbers

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS**1. Commencement of Work**

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability

Contractor and District agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of District. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from District.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

6. Contractor's Power and Authority

Contractor warrants it has full power and authority to enter into this Contract and will hold District harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the District under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without District's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort, consistent with sound business practices, to honor District's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

9. Waiver of Rights

Any action or inaction by District or the failure of District on any occasion to enforce any right or provision of this Contract shall not be a waiver by District of its rights hereunder and shall not prevent District from enforcing such provision or right on any future occasion. District’s rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

~~12. Appropriation of Funds~~

~~(a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.~~

~~(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.~~

~~DELETED NUMBER 12 AS INAPPLICABLE TO A SERVICES AGREEMENT~~

Commented [ED2]: Remove - inapplicable to services contract

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13. Cancellation

District has the right to cancel this Contract at any time and without future financial obligation upon **thirty (30)** days written notice to Contractor.

Commented [ED3]: This might be a non-starter with some contractors. Consider 60-day notice.

14. Termination for Default

District may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, **the District may proceed with the work in any manner deemed proper by the District.** The cost to the District shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

Commented [KD4R3]: With the exception of professional services nearly all other service contracts that the district has entered into have been less than 60 days in length. So a longer notice period may not be advantageous.

Commented [ED5]: This statement seems a bit overbroad. It should say something to the effect of "District may use self-help", or "District may seek another contractor to perform the work."

15. Rights and Remedies of District for Default

(a) In the event any services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, District may reject the same, and it shall thereupon become Contractor’s duty to forthwith reclaim and correct the performance of services, without expense to the District. Should Contractor fail, neglect, or refuse to do so, District shall thereupon have the right, but not the obligation, to use self-help or retain another contractor to complete the work contracted for, **and to deduct the cost of such from any moneys due or that may thereafter become due to Contractor.**

Commented [KD6R5]: It should be left open to allow the district to retain another contractor or to perform the remaining work with district forces. Either path is possible in most cases.

Commented [ED7]: See above.

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

- (b) In the event Contractor fails to perform under this Contract, the same conditions as to District's right, but not obligation, to contract in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the event that the District terminates this Contract, either in whole or in part, due to Contractor's default or breach, Contractor shall compensate District, in addition to any other remedy District may have available to it, for any loss or damage sustained and cost incurred by the District in procuring a replacement Contractor.
- (d) District's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any).

17. Safety and Accident Prevention

In performing work under this Contract on District premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the District may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the District.

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the District and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the District as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The District reserve the right to require the Contractor to furnish the District complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

Commented [ED8]: Need this defined. Does it apply to a services contract?

Commented [KD9R8]: PCBs may contain other hazardous materials, actual name is Polychlorinated Biphenyls. Handling of PCBs from transformers or other source requires property training. any trained contractor should have the appropriate licenses and insurance to handle this.

Commented [ED10R8]: Is this appropriately found in a contract for services, or would PCB insurance be more commonly at issue in contracts for goods?

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

- (1) For the general and automobile liability policies, the District, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance with respect to the District, its officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the District.
- (4) The District, its officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

- (1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
 - (ii) Business Automobile Liability Insurance-Limits of Liability
 - \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.
- (2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
 - \$10,000,000 General Aggregate
 - \$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.
 - (ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
 - (a) MCS-90 endorsement
 - (b) Sudden & Accidental Pollution endorsement--Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Board's approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the District, the Contractor shall also provide the District with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all District requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the District as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

Commented [ED11]: Are these typical terms in District contracts?

Commented [KD12R11]: Ill have to look at the most recent amounts

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of A:VII, or shall be a carrier otherwise acceptable to the District.

(f) Subcontractor’s Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract and that the amount of insurance for each subcontractor is appropriate for that subcontractor’s Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the District. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor’s liability.
- (2) Acceptance of certificates of insurance by the District shall not limit the Contractor’s liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the District are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the District for all such damages.
- (5) The Contractor’s obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor’s liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the District, and its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract Resolution or Purchase Order number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with District policy.
- (c) Unless otherwise specified, the District shall pay properly submitted invoices not more than 45 days after
 - (i) the performance completion date of services; or
 - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.

Commented [ED13]: Consider beefing up force majeure provision.

Commented [ED14R13]: In this current iteration, the concept only applies to Insurance issues. Consider more general FM provision for the entire contract. Many *force majeure* provisions include a list of specific events that are not “reasonably foreseeable” and that are also beyond the parties’ control. Post COVID-19, it is good to include specific references to a “pandemic,” “epidemic” and/or “disease.” Also consider language re “national emergencies,” “governmental actions or regulations,” or “acts beyond the control”

Commented [ED15]: Is this the current practice, as far as Contract Numbers? Or does the District refer to Reso Number in billing and accounts receivable?

Commented [KD16R15]: The District uses resolution numbers mainly, occasionally Purchase order numbers.

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DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

(d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Resolution or Purchase Order Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public District information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. District specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of District, and shall not be used in any manner by Contractor unless authorized in writing by District.

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in District records without full compliance with applicable state and federal privacy laws, and this Contract. ~~Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm Leach Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records.~~ Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with District) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor’s or its personnel’s acts or omissions. Further, If so requested by District, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to District 's operation designated “confidential” by District, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify District in writing prior to any such disclosure to give District an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) -Notify District of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor’s obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by District in advance. Contractor’s failure to comply with any provision of this Section shall constitute a material breach of the Contract.

Commented [ED17]: See comment above

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DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

24. Information Security Requirements

(a) Contractor is required to comply with District Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.

(b) Information Security Plan

Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential District data to which they have access. Requirements for the Information Security Plan are described in Rider A.

(c) Personal Security Requirements

Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to District records, confidential data, or premises of the District when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

(a) Contractor shall indemnify, defend, and hold harmless the District and its respective officers, agents, and employees (collectively referred to as District), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to District, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide District with indemnity protection:

(i) District will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future District operations or liability, or when involvement of the District is otherwise mandated by law. In such case no settlement shall be entered into on behalf of District without District's written approval.

(b) Contractor may be required to furnish District a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, District shall permit Contractor at its option and expense either to procure for District the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practiced or if the use of such Deliverables or Software by District shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist District in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of District, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, District shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums District paid Contractor less any reasonable amount for use or damage.

Commented [ED18]: Does the District have any additional information security requirements? This is probably beyond what is necessary for a special district contract.

Commented [KD19R18]: I don't see where this would be an issue. We don't allow contractors access to our systems, with the exception of our IT Consultant.

Commented [ED20R18]: I recommend removal.

Commented [ED21]: I cannot envision a scenario where this would apply. Consider possible reference to trade secrets, but must be much more limited to allow contractors to understand parameters.

Commented [KD22R21]: I cant see where this would become an issue. We may commission work that is not public information but we do not undertake anything that would fall into trade secrets, copyright, or patent territory.

I suppose we could at some point create a process or contract to create a process which this may apply to ?

Commented [ED23R21]: I recommend removal.

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

~~(d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.~~

26. Rights in Work Product

~~All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the District and may be used at District's discretion.~~

27. Examination and Audit

~~For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by (a) the Office of the University Auditor, and (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(e&d), respectively.~~

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and District shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and District's General Manager (or designee) for resolution. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

District requires a Statement of Economic Interests (California Form 700) to be filed by any ~~Consultant (or Contractor)~~ who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any District financial interest.

30. Follow-On Contracts

~~No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.~~

~~(a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:~~

- ~~(i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and~~
- ~~(ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.~~

Commented [ED24]: Remove – no District Auditor

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Commented [ED25]: Use/consider arbitration clause

DISTRICT GENERAL TERMS FOR SERVICE AGREEMENTS

- ~~(b) "Consulting and Direction" means services for which Contractor received compensation from DISTRICT and includes:~~
- ~~(i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;~~
 - ~~(ii) development or design of test requirements;~~
 - ~~(iii) evaluation of test data;~~
 - ~~(iv) direction of or evaluation of another Contractor;~~
 - ~~(v) provision of formal recommendations regarding the acquisition of products or services; or~~
 - ~~(vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.~~
- ~~(c) Except as prohibited by law, the restrictions of this Section will not apply:~~
- ~~(i) to follow on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or~~
 - ~~(ii) where District has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.~~
- ~~(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.~~

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the District, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by District in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. District's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and

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subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- (b) ~~Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.~~
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Commented [ED26]: Only applies when State is a party to a contract.

34. Compliance with NLRB Orders

~~Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC-10296~~

Commented [ED27]: Only applies when State is a party to a contract.

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 ~~and shall provide a drug-free workplace by taking the following actions:~~

- (a) ~~Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations~~
- (b) ~~Establish a Drug-Free Awareness Program to inform employees about all of the following:~~
 - (i) ~~the dangers of drug abuse in the workplace;~~
 - (ii) ~~the person's or organization's policy of maintaining a drug-free workplace;~~
 - (iii) ~~any available counseling, rehabilitation and employee assistance programs; and,~~
 - (iv) ~~penalties that may be imposed upon employees for drug abuse violations.~~
- (c) ~~Provide that every employee who works on the proposed or resulting Contract:~~
 - (i) ~~will receive a copy of the company's drug-free policy statement; and,~~
 - (ii) ~~will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357~~

Commented [ED28]: This is likely beyond the ability of most contractors.

36. Forced, Convict, Indentured and Child Labor

~~By accepting a contract with District, Contractor:~~

- (a) ~~certifies that no equipment, materials, or supplies furnished to District pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.~~
- (b) ~~agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the District to determine Contractor's compliance with the requirements under paragraph (A).~~

Commented [ED29]: This applies to contracts for tangible goods.

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37. Recycled Content Certification

~~— To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to District regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).~~

Commented [ED30]: Only applies to contracts where State is a party. The District might want to consider some reference to “environmentally friendly” or “post-consumer/recycled materials”, but probably more applicable in a contract for goods.

Commented [KD31R30]: Generally all materials used to satisfy contracts will be new, unless specifically allowed in the contract to be recycled.

Commented [ED32R30]: Will ask for Board input, but likely inapplicable entirely for a services contract.

38. Child Support Compliance Act

~~— For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:~~

- ~~(a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and~~
- ~~(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.~~

Commented [ED33]: This is a requirement when the State is a party. Probably overreaching for contracts where the District is a party.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless District from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the District, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (~~2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).~~

Commented [ED34]: State requirement.

Commented [KD35R34]: This needs to remain, since we receive grant funds from the state and HUD we can not work with companies, on those projects, that are debarred or suspended. I don’t think that a contractor that is debarred is supposed to work on public works projects anyway.

Commented [ED36R34]: Edited to remove reference to CSU Office.

Commented [ED37]: This is a requirement when the State is a party.

41. Expatriate Corporations

~~— Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with District by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.~~

42. Citizenship and Public Benefits

~~— If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268 [69]).~~

Commented [ED38]: This provision is likely unenforceable, but also only applies to contracts where the State is a party.

43. Loss Leader

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~~Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)~~

44. DVBE, MBE, WBE and Small Business Participation

~~The District encourages the procurement of services from small businesses and businesses which are owned by disabled veterans, women and minorities. To that end:~~

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to District: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE), minority business enterprise (MBE) or women's business enterprise (WBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to District:
 - (1) the name and address of the DVBE, MBE or WBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE, MBE or WBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE, MBE or WBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

Commented [ED39]: Applies to contracts for goods.

Commented [ED40]: This is a requirement when the State is a party.

Commented [KD41R40]: As part of the grants we receive we are supposed to track DVBE, WBE, MBE contractors that participate or are used in the commission of our contracts. So may want to leave some of this

Commented [ED42R40]: 14841 only applies to veterans

WBE/MBE are certifications through the State SBA or CPUC, no enacting provision.

The program encourages active participation of the investor-owned utilities (IOUs) to procure or contract goods and services from women, minority, disabled veteran and/or LGBT- (lesbian, gay, bisexual and transgender) owned business enterprises (WMDVLTBTBE).

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