

Regular Meeting of the Board of Directors

9751 Merced Falls Road
December 17, 2018 at 1:00 p.m.

Mission Statement: *The Lake Don Pedro CSD is dedicated to providing our customers with ample quantities of high quality water meeting all standards, in a fiscally responsible manner.*

AGENDA

1. **CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:
2. **PUBLIC COMMENT:**
Any person may address the Board at this time on any matter within the jurisdiction of the Board that is NOT ON THE AGENDA. A maximum of three minutes is allowed each person and a maximum of 20 minutes per topic. Any person wishing to address the Board on an item ON THE AGENDA will be given the opportunity at that time. Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District matters, as no action will be taken on non-agenda issues.
3. **PRESENTATION ONLY:**
 - a. Presiding Officer's Report
 - b. General Manager's Report: Peter J. Kampa
 - c. Chief Plant Operator's Report: R. Gilgo
4. **APPROVAL OF CONSENT AGENDA:** The following items may all be approved in one motion or considered separately as determined appropriate by the President
 - a. Read and file the November 2018 Treasurer's Report including summary of claims paid
 - b. Approval of the Minutes of the Special Meeting of November 12, 2018
 - c. Adoption of a Resolution Ratifying Agreement with Blackwater Consulting Engineers, Inc for Services as District Engineer
5. **DISCUSSION AND ACTION ITEMS**
 - a. Adoption of a Resolution Approving a Notice of Award to the Lowest Bidder on the Service Line Replacement and Effluent Meter Vault Project
 - b. Adoption of a Resolution Approving Agreement with Contractors Compliance Monitoring, Inc for Required Labor Compliance Program Implementation in Compliance with Proposition 84 Funding Provided for the Service Line Replacement Project
 - c. Establish Desired Priorities for Consideration in a 2019 Board Planning Workshop Including:
 - i. Content of the Monthly Operations Manager's Report
 - ii. Update on System Maintenance Plan Implementation, Staffing Plans and Constraints
 - iii. Consideration of Engineering and Project Priorities, Timelines and Responsibilities
 - d. Conduct the Annual Board reorganization to include the appointment of the office of President and Vice-President

6. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL –LITIGATION

Significant exposure to litigation pursuant to paragraph (d)(2) of Government Code Section 54956.9: (1 case)

7. ADJOURNMENT:

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

- A paper copy viewed at the District office, 9751 Merced Falls Rd., La Grange, CA 95329 during business hours or mailed pursuant to a written request and payment of associated mailing fees
- An electronic copy received by email. Note - a form requesting email delivery of agendas and/or meeting materials must be completed a minimum of one week in advance of the meeting
- Viewed on the Board page of the District's website
- A limited number of copies of agenda materials will also be available at the meeting

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the LDPCSD Board Secretary at (209) 852-2251 Ext. 2.

Advance notification will enable the District to make reasonable arrangements to insure accessibility

Lake Don Pedro Community Services District
Regular Meeting of December 17, 2018

AGENDA SUPPORTING DATA

GENERAL MANAGER'S REPORT

The General Manager's report will be delivered separately via email on 12/14/18, and uploaded on the website.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

OPERATIONS MANAGER REPORT

Board of Directors Meeting
Monday, December 17th 2018

Treatment Operations – The plant has continued to operate well with no problems to report at this time with the exception of a large amount of air on the raw water piping that Elizabeth and I are continuing to investigate as neither of us can pinpoint how air is entering the lines between the raw water tank and the treatment plant. I will of course keep all updated on findings and required action.

Plant Maintenance –Maintenance included daily cleaning and calibrating of all our process analysis equipment, chemical injection pump maintenance and filter pump/motor maintenance. Staff has drained and cleaned the flocculation basin and during this time we have also disassembled and removed two of the flocculator mixers. As mentioned in previous reports, these mixer gear boxes have continuously locked up and failed to operate completely due to an inferior product used in this design application. MarTech is going to pick up the mixers and modify the shafts to fit the new configuration and style gear boxes. Before the summer months, staff will again drain and clean the floc basin, reinstall the two mixers and remove the one remaining to have the same procedure done. Once completed, all three flocculator mixers will be operational and should last much longer than the current troublesome product.

During the draining and cleaning of the flocculation basin, we discovered a very large amount of the inner lining of the raw water line in the basin that had to be shoveled out equaling two backhoe buckets of debris. This tells me that the integrity of the raw water main is sketchy at best and we should be planning replacement or major repair such as relining of the entire main. This will be added to a list of repairs needed or capital improvements later in this report.

Due to the time it took to perform the above task, staff was not able to drain and inspect the filters so next week during plant down time the filters will be drained, visually inspected and hypo chlorinated.

Water Distribution System - In the distribution system, staff performed site inspections for all facilities and conducted manual reading of all remote tank/pump site meters and gauges.

During the last few weeks staff has spent a larger amount of time as usual collecting samples from the distribution system as we are at the end of the year and all annual sampling was required. Normally sampling only consists of 7 bacteriological samples but annual samples numbered over 30 for the system and 8 for every source.

In available time, Jose is still working with the office and continuing to replace/reprogram meters and transmitters that have been reading incorrectly and manually reading meters from the list generated by the office staff that have had zero readings for extended periods of time. Again, this problem is ongoing and time consuming but one that is very important to me and I'm sure for the district as well because of the amount of time needed to address the issue but also to because of possible revenue loss for the district as well as our image in the community with customers that have been over billed. I still don't see a fix all solution to this problem

with the area we live in and the product we're using. I'm not saying these products are not of good quality but more so that they may not work 100% efficiently in our specific application.

Intake – The leak in the raw water main running down Barret Entrance Rd. has yet to be repaired. I have spoken with Njirich and PG&E a few times and was told the only way PG&E can assist in supporting or relocating the pole is in an absolute emergency condition as they are too busy with repairing damaged lines in the fire areas and with downed lines in winter storms. Njirich is to confirm a date in the near future when their staff and welding contractor can be scheduled on the same day so we will know when to contact PG&E as an “emergency” to get assistance with the leak repair.

As of the time of writing this report I have not received an update on the status of the barge from F&S Houseboats. However, Pete and Kennedy Jenks were able to contact him and hopefully barge construction will be completed in the next few weeks. On the brighter side, I have had communications with M.I.D. and they assured me that barring a catastrophe, the lake level will not drop any more than the current level and in fact they are nervous of any warm rain storms coming in the near future as snow levels are way above normal for this time of year and a warm storm could cause the lake to overflow before the end of January.

Wells – Ranchito Well #2 was repaired the day after last month's meeting and is fully operational. During the last few weeks all of the district's wells have been operated continuously as we were required to test all source waters for annual sampling and all wells are continuing to operate as they should with the exception of Ranchito #1 which is still awaiting completing of renovation.

Customer Service - In customer service, staff's remaining available time was spent responding to customer service requests and work orders that included meter lock offs and unlocks, meter read requests, meter install or removals, leak identification and underground service alerts.

Education/Certification- I am pleased to announce that staff member Joseph Santana has successfully passed his treatment exam and is now a certified T2 operator.

Capital Improvement Ideas –

The following recommendations will assist operations staff in increased system reliability, reduced maintenance time, reduced repairs, increased operating efficiency and reduced costs, such as labor, chemicals and power.

- **Relining or replacement of raw water main**
As mentioned earlier, the integrity of the raw water main is failing and is apparent with the leaks and debris entering raw tank and floc basin
- **Replacement of all pump control valves with soft starts or V.F.D's**
All of the pump control valves need to be replaced as some of them have failed and pumps are operated manually. These Bailey valves and controls are very old and the company is no longer in business so repairing them is close to impossible because of lack of parts.
- **Resurfacing / repainting or replacement of Floc basin structural steel**
When draining and cleaning basin it was obvious that the epoxy coating used on the structural steel has deteriorated causing quite a bit of rusting on the main structural steel. During initial construction, stainless steel was used for the weirs but regular mild steel was used for the structural and epoxy coated but is now not providing sufficient rust protection so I suggest recoating or replacing with stainless so there will be no further need of maintenance or replacement in the future.

- **Replacing tank gauge boards**

The gauge boards on the side of every tank gives us a physical reading of tank levels which is critical if the power goes out and our S.C.A.D.A. system is inoperable or if pressure transducers fail and give us inaccurate readings. The gauge boards use a float on a cable pulley system that attaches to the bottom of the tanks. Most of the cables have rusted off their anchors which obviously does not allow level indicator to fluctuate with tank levels and also some of the tanks physical boards were made of plywood and have rotten off the tanks.

- **Intake electrical panel replacement**

A critical part of operations is our intake structure for obvious reasons and in the past we have experienced failure of pump operation due to electrical issues (especially during summer months) because of the age of electrical components in the main panel. Some if not most of these parts are original and outdated so repairs are costly and time consuming due to having to try and make todays available parts work with old equipment. Both the electrical and pump #2 below are part of a larger planning project for which the District is applying for grants.

- **Replacement of intake pump #2**

Intakes second pump has either shorted out or completely seized up and has been inoperable for a few years now. For obvious reasons, we do not want to rely on only one pump at our intake station.

- **Replacement of distribution system street valves**

It has been apparent in recent situations that some of the district's valves do not work which is causing major water loss in main break scenarios and a wider area of outages during repairs because of having to go further and further away from leak areas to find valves that will completely shut down. I have seen with my own eyes valves that are missing one third of the interior (shutoff) gate or butterfly due to water erosion/corrosion over the past 50 to 60 years.

These are just a few things I could come up with off the top of my head that are in my opinion the most important at this time to the district but I can always add to these if I find other problem areas in the future.

Randy Gilgo

Water Operations Manager/Chief Operator

Lake Don Pedro C.S.D.

Meters Not Reading Correctly, DEC 2018

Cust	Rt & Seq	Address	Mtr #	Prev Mtr Rd	New Rd	Work done	Results from Jan Reads
	Route 101						
101555	101-0010	1616 Zarzamora	15647795	864			No read July
101175	101-0740	9438 Mojica	15648778	6			new meter 6/7 - Over read July
102345	101-1290	9618 Gaza	15647402	334			Under reading 2012 mtr install
102338	101-1300	2266 Golfito	15647402	143			Did not Pick up read in June - Over read July
102384	101-1419	8412 Vista Verde	15647814	199			Over read
	101-1470	9670 Fachada	15648882	425			Did not pick up read in Nov
101559	101-1472	9676 Fachada	15648909	0			
	Route 102						
101926	102-0528	9673 Villareal	15648748	763			Under read July
	102-0890	9793 Carrizo	15648232	650			Over read in Dec
5353	102-0942	9700 Paraiso	15648822	0.02		New mtr installed 11/8	Over read Oct
102131	102-1009	9791 Paraiso Blvd	15647801	151			Added when sept Rd was under read
8838	102-1225	9762 Rastro	15647289	8		Mtr Chg 7/10/18 but not ERT	Over read July
102094	102-1690	Hildago	15648848	240			Did not Pick up read in Sept
5445	102-1700	10119 Jardincinto Ct	15648380	154		Mtr Chg & Trans Chg 4/12/18	Did not pick up rd in April or May
100358	102-1785	10369 JALAPA	15647684	730			Mtr not reading correctly
	102-1815	12952 Bonds Flat Rd	15648441	1788			Did not pick up read in Nov
5472	102-1817	10434 Jalapa Way	15647434	1226			Over read July
5422	102-1479	9765 Banderilla	15647639	473			Not picking up read
	Route 103						
101422	103-0584	14594 Soledad	878	890			Under read July
100639	103-1210	14700 Bonita Ct	15648844	97		Mtr Chg & Trans Veri 3/12/18	Over read end of May
102367	103-1330	14481 Buena Vista	15648170	352			Mtr over reading - needs to be changed out
	Route 104						
	104-0168	14777 Navarro Ct	15648777	0			Did not pick up read in Nov
100181	104-0480	3281 Merced Falls Rd	15648534	1050			Under red July
	104-0820	3280 Hwy 132	15648059	975			reading 0 for many mos
	Route 105						
100488-004	105-0540	5097 Pozuelo Ct	15647599	249		Trans chg 6/7/18	Under read July
102326	105-1205	6211 Casilla Ct	15648397	375			Under read July
	105-0975	4680 Enramada	15648823	0.02		New mtr installed 11/8	
	Route 106						
6112	106-0319	3001 Cadena	37730608	5796			Did not pick up read - Mtr install 1980
6188	106-0777	3291 Grillo	15648508	1437		Installed a new trans	

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Treasurer's Report

Reporting Period: November 2018

The district ended the month of November 2018 with the following balances in our accounts:

* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$	167,360
Total Restricted:		<u>\$ 167,360</u>
Unrestricted:		
Checking	\$	60,497
Money Market - Working Capital	\$	764,601
Petty Cash	\$	<u>125</u>
Total Unrestricted:		<u>\$ 825,223</u>
Total Restricted & Unrestricted:		<u>\$ 992,583</u>

The district ended November 2018 with the following amounts affecting our financial status:

	Nov-2018	Year to Date
Sales & Business Revenue:	\$ 120,530	\$ 656,301
Total Operating Expenses:	\$ (84,657)	\$ (454,251)
Non-Operating Income/Expense:	\$ (14,996)	\$ (79,170)
Water Drought Income/Expense:	\$ (19,117)	\$ 52,572
Change in Net Assets (P&L):	\$ 1,760	\$ 175,452
Net Cash Flow:	\$ 43,706	\$ 28,535

Accounts Receivable:

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water IRWMP	A/R Water USDA
Current	\$ 33,414	\$ -	\$ 172	\$ 102,494	\$ -	\$ -
> 30 Days	\$ 937	\$ -	\$ 83	\$ -	\$ -	\$ -
> 60 Days	\$ 14,625	\$ -	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 645	\$ -	\$ 27	\$ -	\$ -	\$ 86,520
> 120 Days	\$ 12,379	\$ 186,360	\$ 5,329	\$ -	\$ -	\$ -
Credits	\$ (15,470)					
Total	\$ 46,530	\$ 186,360	\$ 5,611	\$ 102,494	\$ -	\$ 86,520
Total Combined	\$ 335,384		\$ 5,611			\$ 86,520
 G/L Balance	 \$ 335,384		 \$ 5,611			 \$ 86,520
Difference	\$ -		\$ -			\$ -

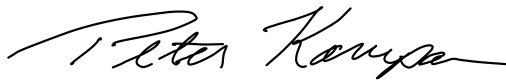
* Amount of availability payments received: \$0

* Amount of availability payments outstanding: \$186,360

Accounts Payables:

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 41,998	\$ -	\$ 4,268
> 30 Days	\$ -	\$ -	\$ 5,788
> 60 Days	\$ -	\$ -	\$ 7,362
> 90 Days	\$ -	\$ -	\$ 19,806
Credits	\$ -	\$ -	\$ -
Total	\$ 41,998	\$ -	\$ 37,224
 G/L Balance	 \$ 41,998	 \$ -	 \$ 37,224
Difference	\$0	\$0	\$0

“ I certify that the District investments have been made in accordance with the Investment Policy. I further certify that the District has adequate revenue to cover its operating expenses for the next six months, in accordance with California Government Code Sections 53646 (b) (2) and (3) respectively”.



General Manager/Treasurer

12-17-18

Name

Title

Date

Statement of Revenues and Expenses (P&L)
November 2018 & Year-To-Date Versus 6/30/19 Approved Final Budget

	Nov-18	November vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget	
Revenue							
01-0-3010-301	Meter Reconnection Fee	-	#DIV/0!	200	#DIV/0!	- (200)	
01-0-3010-302	Donated Capital - Meters Curre	5,000	33.33%	20,000	133.33%	15,000 (5,000)	
01-0-4010-400	Water Sales Residential	22,626	7.16%	168,479	53.33%	315,917 147,438	
01-0-4010-402	Water Availability Revenue	16,857	9.02%	78,661	42.07%	186,971 108,310	
01-0-4010-403	Water Service Charges	79,859	8.39%	398,699	41.91%	951,430 552,731	
01-0-4020-410	Interest Income - LAIF	-	0.00%	1,691	72.80%	2,322 631	
01-0-4020-413	Int Inc Penalties - Customer	2,774	9.62%	12,328	42.73%	28,847 16,519	
01-0-4020-414	Transfer Fee Income	500	6.51%	2,550	33.20%	7,680 5,130	
01-0-4020-415	Other Income	259	4.68%	3,909	70.62%	5,536 1,627	
01-0-4020-416	Meter Set Fee	500	27.78%	3,000	166.67%	1,800 (1,200)	
01-0-4020-417	Interest Income Guaranty Fed	-	#DIV/0!	-	#DIV/0!	- -	
01-0-4020-901	Hydrant Rental	76	39.58%	836	435.42%	192 (644)	
01-0-4020-902	Hydrant Consumption	96	200.00%	2,104	4382.92%	48 (2,056)	
01-0-4020-999	Avail Fee Income	16	1.01%	1,771	110.22%	1,607 (164)	
01-0-4040-100	Lease Fee	2,700	6.25%	13,500	31.25%	43,200 29,700	
01-0-4050-575	Office Fire Reimbursement	-	0.00%	-	0.00%	32,000 32,000	
TBD	Connection/Capacity Fees	-				-	
TBD	Transfer From Reserve	-				-	
TOTAL REVENUE		131,263	8.24%	707,728	44.44%	1,592,550	884,822
Expenses							
01-1-5010-100	Regular Pay - Plant	9,822	6.29%	38,585	24.72%	156,093 117,508	
01-1-5010-101	Overtime Pay	1,817	10.30%	7,544	42.78%	17,634 10,090	
01-1-5010-102	Sick Pay	489	8.82%	1,820	32.84%	5,543 3,723	
01-1-5010-104	Vacation Pay	796	10.62%	2,968	39.58%	7,498 4,530	
01-1-5010-105	Holiday Pay	1,269	19.32%	2,027	30.86%	6,568 4,541	
01-1-5010-200	PERS	1,035	10.71%	3,938	40.75%	9,665 5,727	
01-1-5010-201	FICA/Medicare	1,071	8.01%	4,145	31.01%	13,367 9,222	
01-1-5010-202	SUI	-	0.00%	-	0.00%	1,810 1,810	
01-1-5010-203	Health Insurance	3,477	6.36%	18,275	33.44%	54,646 36,371	
01-1-5010-204	Workers Compensation	550	9.08%	2,833	46.80%	6,054 3,221	
01-1-5010-206	Dental Insurance	240	7.01%	1,202	35.07%	3,428 2,226	
01-1-5010-207	Vision Care	-	#DIV/0!	-	#DIV/0!	- -	
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	3,000 3,000	
01-1-5020-501	Lease Of Equipment	-	0.00%	-	0.00%	643 643	
01-1-5020-510	Repair & Maintenance - Plant	149	0.83%	159	0.88%	18,000 17,841	
01-1-5020-511	Repair & Maintenance - Vehicle	1,360	11.69%	7,022	60.35%	11,637 4,615	
01-1-5020-512	Repair & Maintenance - Distribution	2,050	3.48%	47,133	79.95%	58,950 11,817	
01-1-5020-515	R&M Transmission - Intake	-	0.00%	4,072	40.72%	10,000 5,928	
01-1-5020-520	Small Tools & Equipment	-	0.00%	455	15.56%	2,923 2,468	
01-1-5020-522	Gas, Oil & Lubricant - Plant	845	7.06%	5,549	46.41%	11,956 6,407	
01-1-5020-524	Health & Safety	468	7.80%	1,611	26.86%	6,000 4,389	
01-1-5020-529	Telephone - T & D	565	7.29%	2,799	36.11%	7,751 4,952	
01-1-5020-544	Water Testing Fees	2,830	14.90%	5,200	27.37%	18,999 13,799	
01-1-5020-545	Water System Fees	550	5.27%	726	6.96%	10,437 9,711	
01-1-5020-548	Water Testing Materials	-	0.00%	612	16.05%	3,811 3,199	
01-1-5021-521	Water Treatment Chemicals	1,102	2.76%	9,794	24.49%	40,000 30,206	
01-1-5021-524	P G & E Power - Office	142	5.50%	1,190	46.09%	2,581 1,391	
01-1-5021-525	P G & E Power - Intake	5,662	8.70%	37,833	58.16%	65,049 27,216	
01-1-5021-526	P G & E Power - Well	25	0.82%	115	3.85%	3,000 2,885	
01-1-5021-527	P G & E Power - Water Treatment	1,840	5.56%	14,706	44.45%	33,088 18,382	
01-1-5021-528	P G & E Power - Distribution	2,537	7.96%	18,804	59.01%	31,868 13,064	
01-1-5021-529	P G & E Power - Well 2	1,772	59.07%	4,705	156.82%	3,000 (1,705)	
01-1-5021-530	P G & E Power - Medina	25	0.82%	810	27.00%	3,000 2,190	
01-1-5021-532	P G & E Power - Well 5/6	25	0.82%	810	27.00%	3,000 2,190	
01-1-5021-561	Purchased Water Actual-mid-p	4,268	5.58%	37,224	48.63%	76,546 39,322	
01-1-5023-533	Outside Services	253	0.90%	1,516	5.37%	28,203 26,687	
01-1-5023-535	Fire Protection/Weed Control	-	#DIV/0!	-	#DIV/0!	- -	
01-1-5023-537	Pest Control	32	0.55%	128	2.19%	5,836 5,708	
01-1-5023-538	Engineering Services	-	0.00%	1,435	14.35%	10,000 8,565	
01-1-5023-539	Employee Education	-	0.00%	166	4.14%	4,000 3,834	

	Nov-18	November vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget	
01-1-5024-540	Memberships	250	29.00%	400	46.40%	862	462
01-1-5024-542	Publications	-	0.00%	628	101.66%	618	(10)
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	265	33.07%	800	535
01-1-5032-583	Depreciation Expense	20,054	10.03%	102,275	51.15%	199,967	97,692
01-2-6010-100	Regular Pay - Administration	8,630	9.91%	34,952	40.15%	87,058	52,106
01-2-6010-101	Overtime Pay	417	16.92%	1,021	41.39%	2,466	1,445
01-2-6010-102	Sick Pay	447	7.48%	4,076	68.29%	5,969	1,893
01-2-6010-104	Vacation Pay	735	10.35%	3,781	53.25%	7,099	3,318
01-2-6010-105	Holiday Pay	825	18.49%	1,468	32.92%	4,459	2,991
01-2-6010-200	PERS	996	15.41%	3,852	59.59%	6,464	2,612
01-2-6010-201	FICA/Medicare	924	11.03%	3,443	41.07%	8,382	4,939
01-2-6010-202	SUI	-	0.00%	-	0.00%	1,580	1,580
01-2-6010-203	Health Insurance	1,936	8.11%	9,681	40.55%	23,873	14,192
01-2-6010-204	Workers Compensation	56	9.35%	282	46.75%	604	322
01-2-6010-206	Dental Insurance	159	8.83%	796	44.15%	1,804	1,008
01-2-6010-207	Vision Care	-	0.00%	-	0.00%	252	252
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	39	3.24%	1,200	1,161
01-2-6020-512	Propane	-	0.00%	66	9.65%	684	618
01-2-6020-515	Customer Billing Supplies	-	0.00%	388	23.30%	1,667	1,279
01-2-6020-529	Telephone - Admin	316	8.30%	1,524	40.09%	3,802	2,278
01-2-6020-530	Office Supplies	229	9.54%	1,145	47.59%	2,406	1,261
01-2-6020-531	Postage	460	5.09%	3,598	39.79%	9,042	5,444
01-2-6023-531	Computer IT	3,094	6.94%	14,264	32.00%	44,572	30,308
01-2-6023-533	Outside Services	8,600	6.32%	50,263	36.95%	136,017	85,754
01-2-6023-534	Temporary Outside Labor	-	#DIV/0!	-	#DIV/0!	-	-
01-2-6023-535	Office Cleaning Serv	-	0.00%	560	37.04%	1,512	952
01-2-6023-536	Legal Services	33	0.32%	1,893	18.41%	10,283	8,390
01-2-6023-537	Audit Services	-	0.00%	-	0.00%	12,350	12,350
01-2-6023-539	Employee Education	-	0.00%	-	0.00%	1,500	1,500
01-2-6024-540	Memberships	5,125	78.91%	5,265	81.06%	6,495	1,230
01-2-6024-542	Publications	-	0.00%	630	20.07%	3,137	2,507
01-2-6024-547	County Fees	-	0.00%	80	79.21%	101	21
01-2-6024-999	County Avail Fee	-	0.00%	1,788	87.84%	2,035	248
01-3-6025-100	Regular Pay	500	9.02%	2,300	41.49%	5,544	3,244
01-3-6025-201	FICA/Medicare	38	9.02%	176	41.50%	424	248
01-3-6025-546	Travel, Meetings & Mileage	59	2.93%	59	2.93%	2,000	1,941
01-9-6030-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	95	95
01-9-6030-569	Credit Card Service Charges	854	13.84%	3,124	50.61%	6,172	3,048
01-9-6030-572	Business Insurance Expense	2,907	6.87%	14,535	34.37%	42,289	27,754
01-9-6030-576	Misc Other Expense	37	1.84%	117	5.86%	2,000	1,883
01-9-6030-577	Retired Employee Health	2,252	8.14%	11,258	40.71%	27,655	16,397
01-9-6030-580	Retired EE Benefit Expense	-	0.00%	-	0.00%	148,142	148,142
01-9-6031-580	Interest Long Term Debt	3,370	7.54%	16,859	37.72%	44,692	27,833
01-9-6032-583	Depreciation Expense	17	7.85%	88	40.03%	219	131
01-9-6035-575	Office Fire Recovery	-	#DIV/0!	-	#DIV/0!	-	-
TOTAL EXPENSES		110,386	6.80%	584,848	36.02%	1,623,876	1,039,027

	Nov-18	November vs Budget %	2018-2019 YTD	YTD vs Budget %	2018-2019 Approved Final Budget	Remaining Budget
CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)						
01-1-5020-535	Water Supply Emergency 2014	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-584	Well 2*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-585	Medina Well*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-586	Well 3/4	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-587	Well 5*	-	#DIV/0!	-	#DIV/0!	-
01-9-6030-588	Well 6	-	#DIV/0!	-	#DIV/0!	-
01-0-1090-315	Intake Booster #2 Installation	-	#DIV/0!	-	#DIV/0!	-
01-0-1090-314	CIP-Barge Renovation	-	0.00%	1,988	2.48%	80,000
TBD	Springbrook Update		0.00%	-	0.00%	30,000
01-0-1090-305	Ranchito Well #1 Renovation		0.00%	3,342	22.28%	15,000
01-9-6030-591	IRWMP Service Lines	18,669	1.97%	118,840	12.51%	950,000
01-9-6030-592	IRWMP Administrative Expenses	448	3.96%	1,170	10.35%	11,307
01-9-6030-593	IRWMP Water Use Efficiency		0.00%	53,439	64.10%	83,369
TOTAL CIP IN PROGRESS		19,117	1.63%	178,778	15.28%	1,169,676
CARRYOVER PROJECT (GRANT) REVENUE						
01-0-4020-418	Well 2 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-419	Medina Well Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-420	Well 3 & 4 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-421	Well 5 Grant Revenue	-	#DIV/0!	21,630	#DIV/0!	-
01-0-4020-428	USDA Grant	-	#DIV/0!		#DIV/0!	-
01-0-4020-429	Flood Reimbursement		#DIV/0!	45,672	#DIV/0!	-
TBD	DWR Grant					86,520
01-0-4020-425	IRWMP Service Line Replacement	-	0.00%	69,666	8.22%	847,287
01-0-4020-427	IRWMP Regional Water Use Efficiency	-	0.00%	33,486	31.22%	107,260
01-0-4020-426	IRWMP Grant Administration***	-	0.00%	2,530	21.08%	12,000
TOTAL CARRYOVER PROJECT REVENUE		-	0.00%	237,874	22.59%	1,053,067
NEW CAPITAL PURCHASES / IMPROVEMENTS						
TBD	2018 SCADA Update Project***		0.00%		0.00%	55,000
TBD	Replacement Truck (2003 Chevy)		0.00%		0.00%	32,000
TBD	Replacement Truck (2005 Chevy)		#DIV/0!		#DIV/0!	-
TBD	Tablets for System Maintenance		#DIV/0!		#DIV/0!	-
TBD	Effluent Meter Replacement (Plant)		#DIV/0!		#DIV/0!	-
TBD	Replacement Flocculator Gear Drives		0.00%		0.00%	12,000
01-0-1090-316	Horniga Water Line Replacement	-	0.00%		0.00%	46,463
TBD	Portable Generator		0.00%		0.00%	6,000
TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS		-	0.00%	-	0.00%	151,463
PROJECT PLANNING, DESIGN AND STUDIES						
TBD	CIP Development					20,000
TBD	Connection Fee Study					10,000
01-9-6030-594	Grant Application Services	-	0.00%	11,853	62.38%	19,000
01-9-6030-595	District Map Digitizing and Updates		0.00%		0.00%	5,000
TBD	Planning Study re Lake McClure					-
TOTAL PLANNING, DESIGN AND STUDIES		-	0.00%	11,853	21.95%	54,000

***Amounts from these accounts were not added properly on the approved budget. Differences on the totals of the approved budget and the budget on this form are from these accounts

LDPCSD Financials**Asset :**

Cash and investments
Restricted cash
Accts Receivable net of res
Water Drought Receivable
Inventory
Prpd expense & deposits
Deferred Outflow of Resources

**Statement of Net Assets (Balance Sheet)
for the month ending November 2018**

	\$	992,583
	\$	-
	\$	240,428
	\$	86,520
	\$	69,931
	\$	40,785
	\$	54,459
Total current assets	\$	1,484,706

Property, plant & equipment
less depreciation
C I P

	\$	11,452,244
	\$	(7,126,333)
	\$	464,731
Net P P & E	\$	4,790,642

Other L T Assets

Total Assets	\$	6,275,348
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Liabilites:

Accounts payable
Interest payable
Water Accrual
Accrued Payroll
A/P Accrued Payables
L T debt, current

	\$	41,998
	\$	8,425
	\$	37,224
	\$	51,812
	\$	726
	\$	81,475
Total current liab	\$	221,660

L T debt
Post Retirement Benefit
Net Pension Liability
Deferred Inflow of Resources
Muni Loan
less current above

	\$	1,049,179
	\$	177,297
	\$	69,728
	\$	778,326
	\$	(81,475)
Total Liabilites	\$	2,214,715

Net assets

	\$	4,060,633
Total liab & net ass't	\$	6,275,348

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23280	000076	USPS	11/01/2018	458.85
23745	000615	MARIPOSA COUNTY TAX COLLECTOR	11/06/2018	80.00
23746	0000231	Bonander Buick-GMC	11/06/2018	409.95
23747	000411	Bartel Associates LLC	11/06/2018	2,075.00
23748	000105	PACIFIC GAS & ELECTRIC	11/06/2018	13,975.62
23749	0003221	KAMPA COMMUNITY SOLUTIONS LLC	11/06/2018	6,250.00
23750	UB*10628	DONALD AGRUSA	11/06/2018	447.96
23751	UB*10629	SAMUAL LIZASUAIN	11/06/2018	222.96
23752	UB*10630	LUIGI MUSCOLINO	11/06/2018	130.56
23753	UB*10631	BANK OF AMERICA	11/06/2018	180.04
23754	UB*10632	SHAIN RUACHO	11/06/2018	12.00
23755	000106	BINKLEY ASSOCIATES, INC	11/06/2018	752.50
23756	000047	LAWSON & SON BACKHOE & GRADIN	11/14/2018	1,550.00
23757	000012	AQUA LAB	11/14/2018	2,830.00
23758	000067	GENERAL PLUMBING SUPPLY CO., I	11/14/2018	149.35
23759	000203	GRISWOLD, LaSALLE, COBB, DOWD	11/14/2018	927.10
23760	00071	Mother Lode Answering Service	11/14/2018	285.00
23761	000065	KKI CORPORATION	11/14/2018	337.50
23762	000065	KKI CORPORATION	11/14/2018	685.44
23763	702	Warmerdam CPA Group	11/14/2018	448.00
23764	702	Warmerdam CPA Group	11/14/2018	2,500.00
23765	0007349	Recology Mariposa	11/14/2018	252.65
23766	000091	VALERO MARKETING & SUPPLY	11/19/2018	70.01
23767	000165	ACWA/JPIA	11/19/2018	7,887.14
23768	00008	SENTRY ALARM SYTEMS	11/19/2018	468.00
23769	000105	PACIFIC GAS & ELECTRIC	11/19/2018	1,772.18
23770	000105	PACIFIC GAS & ELECTRIC	11/19/2018	49.46

Report Total: 45,207.27

Special Meeting Minutes of the Board of Directors

9751 Merced Falls Road
November 12, 2018 at 1:00 p.m.

This Meeting replaces the November 19, 2018 Regular Board Meeting

1. CALL TO ORDER: Presiding Officer: Establish Quorum, Pledge of Allegiance:

The Board of Directors of the Lake Don Pedro Community Services District held a special meeting at 9751 Merced Falls Rd., La Grange, CA 95329.

President Johnson called the meeting to order at 1:03 p.m.

Directors present: Johnson, Warren, Sperry, and Ross

Directors present: Hankemeier arrived at 1:07 p.m.

Also present: GM P. Kampa

Also present: Staff S. Marchesiello

2. PUBLIC COMMENT:

The Board received one public comment

3. PRESENTATION ONLY:

a. Presiding Officer's Report

President Johnson spoke that it was Veterans Day and although we sometimes get frustrated with our country he thought we live in a "pretty good place". He stated we need to reflect and be thankful for our military and what they do for us. As he drove in today that we have a 'beautiful sun shinny day' and reflecting back to last summer we were in a 'smoky area'. Other parts of our state are challenged right now so we need to be thankful for everything we have and living here is beautiful as well.

b. General Manager's Report: Peter J. Kampa

Presented by GM P. Kampa

c. Chief Plant Operator's Report: R. Gilgo

Presented by GM P. Kampa

4. APPROVAL OF CONSENT AGENDA: The following items may all be approved in one motion or considered separately as determined appropriate by the President

a. Read and file the October 2018 Treasurer's Report including summary of claims paid

b. Approval of the Minutes of the Regular Meeting of October 15, 2018

Motion: To approve the consent calendar

Votes: Carried 5-0

First: Ross Second: Hankemeier

Ayes: Ross, Hankemeier, Warren, Sperry, and Johnson

Nays: None

5. DISCUSSION AND ACTION ITEMS

- a. Consideration of the Requirements of the Mariposa County Local Agency Formation Commission (LAFCO) for District acceptance and operation of the Don Pedro Wastewater Collection and Treatment Systems.

Unanimous from the Board of Directors - To direct GM Pete Kampa to contact Attorney Ray Carlson for insight and knowledge on what options the District may or may not have regarding the wastewater collection and treatment systems and bring that back to the board and contact the county supervisor letting him know the District is discussing the issue.

6. ADJOURNMENT: 2:43 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

Lake Don Pedro Community Services District

Regular Meeting of December 17, 2018

AGENDA SUPPORTING DATA

4. APPROVAL OF CONSENT AGENDA:

- c. Adoption of a Resolution Ratifying Agreement with Blackwater Consulting Engineers, Inc for Services as District Engineer

Recommended Motion

Staff recommends a motion for the following:

I move to Adopt a Resolution Ratifying Agreement with Blackwater Consulting Engineers, Inc for Services as District Engineer

Background

In June 2018 the Board learned that District Engineer Binkley was retiring, and a new engineer would need to be contracted. In June, a Request for Proposals was circulated to six local and regional engineering firms and posted on the CSDA proposal distribution website. By the proposal due date, we had received three proposals from engineering firms, each of which were delivered to the Board in July 2018 for review. It was realized that a fourth proposal, from Alfonso Manrique Consulting Engineers (AM-CE), had been delivered in a timely manner but was unfortunately intercepted by the LDPCSD junk mail filter without my knowledge. The AM-CE proposal was provided to the Board and discussed at its September 2018 meeting.

Also at the September 17, 2018 Board meeting, the Board authorized the General Manager to continue to interview Engineering Consulting firms and enter into agreement with the desired firm. General Manager Kampa conducted additional interviews and has selected Blackwater Consulting Engineers to be awarded the Engineering Services Agreement to serve as District Engineer. The purpose of this agenda item is for the Board to ratify the determination of the General Manager.

The attached Resolution and draft consulting agreement are included for approval with the consent agenda since the Board had previously authorized this action in September, and this ratification is simply an acknowledgement and acceptance of the General Manager's Decision. Approval of the Consent Agenda approves the attached Resolution.

The Blackwater Consulting Proposal and fee schedule can be downloaded by clicking below:

- [Blackwater Consulting Proposal](#)
- [Blackwater Consulting Fee Schedule](#)

RESOLUTION 2018 - ____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN
AGREEMENT WITH BLACKWATER CONSULTING ENGINEERS TO SERVE AS
DISTRICT ENGINEER

WHEREAS, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District issued a Request for Proposals in June 2018, seeking qualifications from engineering firms to serve as District Engineer and four proposals were received from qualified engineering firms; and

WHEREAS, the proposals have been reviewed by management, the existing District Engineer and the Board of Directors and each firm has been determined to be suitable to serve as District Engineer; and

WHEREAS, the engineering firm of Blackwater Consulting Engineers has the experience, qualifications, assigned staffing and approach to the work most desirable to the District, is located closest to the District of all the proposers.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with Blackwater Consulting Engineers, Inc. included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on December 17, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello,
Secretary CERTIFICATE
OF SECRETARY
(STATE OF
CALIFORNIA) (COUNTY
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on December 17, 2018

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 17th day of December, 2018, by and between the LAKE DON PEDRO COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California, hereinafter referred to as "District" and Blackwater Consulting Engineers, Inc., hereinafter referred to as "Consultant".

RECITALS

WHEREAS, District desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of District; and

WHEREAS, the performance of such services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, District and Consultant agree as follows:

1. **Scope of Work.** District engages the services of Consultant as an independent contractor to perform the work and render the services described in Consultant's Proposal to District dated July 11, 2018, attached hereto as Exhibit A (hereinafter referred to as the "Work"), which are incorporated. The Work is generally described as follows: general professional consulting engineering services as District Engineer.

Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

2. **Payment.** In exchange for the Work, District shall pay to Consultant a fee based on Consultant's actual time and material necessarily and actually expended on the Work in accordance with Consultant's Proposal and fee schedule, attached hereto as Exhibit A and incorporated herein.

This fee shall include all of Consultant's costs and expenses related to the Work. At the end of each month, Consultant shall submit to District an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work, if applicable. If the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within thirty (30) days of its receipt.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until terminated as provided below.

Consultant shall perform all Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Consultant bear to the total services necessary for the full performance of the Work. There shall be deducted from such amount, however, all payments heretofore made by District to Consultant under this Agreement. In ascertaining the services actually rendered hereunder up to the date of such termination of this Agreement, consideration shall be given to both completed services and services in the process of completion.

E. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall pay such excess or the balance thereof to District within thirty (30) calendar days.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval. If the District uses or modifies the documents except for their intended use, the District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officer, directors of employees, and

subconsultants, against any losses, claims, damages, expenses, demands, and costs (including, but not limited to, reasonable attorney, expert witness and consultant fees, and litigation costs) to the extent caused by the District.

6. **Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District’s anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

7. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to reasonable, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from the extent caused by the Consultant in: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant’s agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant’s agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement; or (3) any dangerous or defective condition arising or resulting from any actions or omissions of Consultant, Consultant’s agents or employees in carrying out the provisions of this Agreement. This indemnification shall not include any claim arising from the negligence or willful misconduct to extent caused by the District or its employees. Consultant’s obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

8. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$1,000,000 per occurrence	at least as broad as ISO CG 0001
Automobile Liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ Compensation	statutory limits	
Employers’ Liability	\$1,000,000 per accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant’s operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability

of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

9. **Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. **Entire Agreement.** This writing and the documents incorporated herein by reference as Exhibit A, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or

contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

11. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

12. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: Lake Don Pedro Community Services District
9751 Merced Falls Road
La Grange , CA 95329
Attention: General Manager

Consultant: _____

Any party may change its address by notifying the other party of the change in the manner provided above.

16. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in a litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing for all attorneys fees incurred in good faith.

(Signatures on next page)

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

By: _____

Name

Title

CONSULTANT

By: _____

Name

Title

RESOLUTION 2018-___

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO
COMMUNITY SERVICES DISTRICT APPROVING NOTICE OF AWARD TO THE
LOWEST RESPONSIVE BIDDER FOR THE WATER SERVICE LINE REPLACEMENT
AND EFFLUENT METER VAULT PROJECT**

WHEREAS, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District has for year been experiencing a significant treated water leakage rate far in excess of acceptable leakage amounts and resulting in unnecessary expense for purchased water, chemicals, power and labor; and

WHEREAS, excessive leakage can also result in damage to roads and property and is a waste of precious natural resources; and

WHEREAS, the District has identified the water service lines as the cause of the excessive leakage, which are failing due to faulty installation in the 1960's and faulty materials; and

WHEREAS, the District has aggressively replaced the failing water service lines as soon as they are discovered leaking, and has adopted a project of replacement of these service lines in a larger, competitively bid project as a high priority; and

WHEREAS, the District applied for and received \$1,121,287 in grant funds for the Service Line Replacement Project and has completed its engineering design and public bidding; and

WHEREAS, a pre-bid meeting was held on November 28, 2018 and attended by eleven contractors, and bids were publicly opened and read on December 17, 2018; and

WHEREAS, District staff has reviewed the bids received and have determined that _____ (Contractor Name) has delivered the lowest responsive bid; a bid summary is attached hereto as Exhibit A; and

WHEREAS, the District has the authority to reject any and all bids, or to award the contract to the lowest responsive bidder; and

WHEREAS, the _____ (Contractor Name) bid is included herein for reference and are to be included in the contract documents as detailed in the project specifications.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT DOES HEREBY approve as follows:

1. The General Manager is authorized to Issue Notice of Award to lowest bidder _____ following the completion of the bid protest period.
2. The General Manager is authorized to execute the construction contract with low bidder _____ in the amount of \$ _____ (Low bid amount) after Contractor's Insurance, Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount in the event

- unforeseen construction conditions are encountered.
4. The General Manager is authorized to negotiate deductive (cost) change orders that result in a comparable work product.
 5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
 6. The General Manager is authorized to approve and process Contractor progress payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
 7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on December 17, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Syndie Marchisiello, Secretary

Danny Johnson, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Syndie Marchisiello, the duly appointed and acting Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Lake Don Pedro Community Services District, duly called and held on December 17, 2018.

DATED: _____

Lake Don Pedro Community Services District

Regular Meeting of December 17, 2018

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- a. Adoption of a Resolution Approving a Notice of Award to the Lowest Bidder on the Service Line Replacement and Effluent Meter Vault Project

Recommended Motion

Staff recommends a motion for the following:

I move to Adopt a Resolution Approving a Notice of Award to the Lowest Bidder on the Service Line Replacement and Effluent Meter Vault Project

Background

The Board of Directors has approved the plans and specifications for the Water Service Line Replacement Project and authorized its public bidding. Bids for the project were advertised in November and on November 28, 2018 a pre-bid meeting was held to review the project requirements. Bids were opened for the project on December 17 at 9:00am.

The District is required to award the contract to the lowest responsive bidder, and the low bidder will be announced at this meeting. Due to the short grant and construction timing, staff recommends that the Board approve the award of contract to the apparent low bidder, contingent upon the passing of the required 5 day bid protest period. Attached is a draft resolution approving the issuance of a Notice of Award to the low bidder.

As stated in the Resolution, \$1,121,287 in grant funds was awarded for the project. The District currently has \$320,214 remaining in IRWM grant funds available, and \$400,000 in the most recent DWR Bond Law grant award, for a total of \$720,214.



Contractor Compliance and Monitoring Inc.'s

Proposal for Labor Compliance Program Services

Lake Don Pedro CSD

Prop 84 IRWMP Project

Water Service Pipe Replacement and Plant Effluent Meter Upgrade

Contractor Compliance and Monitoring, Inc.
www.ccmilcp.com

Northern California
635 Mariners Island Blvd. #200
San Mateo, CA 94404
Phone: 650-522-4403
Fax: 650-522-4402

Southern California
2343 Donnington Way
San Diego, CA 92139
619-472-9065
619-472-9067

A. Statement of Qualifications

Description of Firm:

Contractor Compliance and Monitoring, Inc. (CCMI) was incorporated in 2002 and has remained a California corporation in good standing since that time. CCMI was approved by the Department of Industrial Relations in February 2003 as a Third-Party Labor Compliance Program Administrator¹ and has continued to provide Labor Compliance Program (LCP) services to contractors, developers and public agencies (school districts, water districts, cities, counties, other public agencies) from Yreka to Chula Vista.

Deborah Wilder, President

Deborah Wilder has been a practicing attorney in the field of construction and prevailing wage compliance for over 35 years. She has represented scores of contractors in both State and Federal prevailing wage audits, apprentice issues and pension benefit issues. Her experience includes reviewing certified payrolls, interviewing employees and subcontractors regarding potential prevailing wage violations, calculating penalties and negotiating settlements with the DIR, filing appropriate legal action, and dealing with issues of enforcement of penalties and representing contractors in administrative debarment actions with the DIR.

She has been hired as an “expert” in the field of prevailing wages and makes dozens of educational presentations to contractors and public agencies on the issue of prevailing wage compliance each year, including presentations before and in conjunction with: California Department of Transportation, the U.S. Small Business Administration, Associated General Contractors of America, Associated Builders and Contractors; California Special Districts Association, Alliance of California Water Agencies, CAJPA, and numerous Builder’s Exchanges.

Deborah also served on the Board of Directors of the Construction Craft Training Center from 1995-1997. CCTC is a licensed post-secondary educational facility which provides apprenticeship and training programs to both union and open shop training programs, including such companies as PG&E. As CCMI’s president, she has also written LCPs for several School Districts, Cities and the University of California. Deborah is the author of *What Every Contractor Should Know about Prevailing Wages* © 2010 2nd Ed. © 2015 focusing on federal and California prevailing wage requirements; *AGC of America’s Davis-Bacon and Federal Contractor’s Compliance Manual*. 3rd Edition © 2010, 4th Edition © 2012 5th Edition © 2018; and *Davis Bacon Handbook for Public Agencies* © 2013, 2nd Edition © 2016.

¹ The DIR ceased approving 3rd Party LCP firms in September 2011. However, CCMI has continued to represent public agencies and provide the same level of LCP experience and service to our clients.

Qualifications:

Labor Compliance Program Experience

Contractor Compliance and Monitoring, Inc.'s staff works closely with the staff of the Department of Industrial Relations, whether through the DLSE, OPRL, DAS, Office of the Director or legal units. CCMI frequently attends meetings with the Director and DIR staff and also assists in the writing of regulations by contributing comments on proposed regulations impacting LCPs.

Experience with the Department of Industrial Relations

A substantial part of the CCMI's experience involves the monitoring of certified payrolls, including the proper use of wage determinations published by the Department of Industrial Relations (DIR) as well as the proper understanding and use of apprenticeship requirements, i.e. DAS-140 forms, training contributions and the requirements of Labor Code Section 1777.5 regarding the training of apprentices. All three principals in the company have been involved in issues relating to payroll monitoring, apprenticeship training, registration and contribution.

The firm's experience includes being involved with over one thousand prevailing wage audits. This includes both a "paper audit" of the certified payroll and related forms, as well as investigation of claims or charges of impropriety brought by the DIR and/or individual third parties. CCMI has a good reputation with the DIR and has had several hundred Request for Forfeitures approved without modification.

Experience with the Division of Apprenticeship Standards

CCMI is in contact with the Division of Apprenticeship Standards on a regular basis, at least monthly. Our staff has attended various training seminars offered by the DAS, as well as had individual training sessions with them for clarification of updated regulations and procedures.

Experience with the Division of Labor Standards Enforcement

Deborah Wilder, president of CCMI, has over three decades of experience with the DLSE. This is the division which enforces the prevailing wage requirements and also conducts Administrative Hearings on behalf of the DIR. Deborah has both prosecuted and defended hearings before the DLSE.

Quality Control

CCMI staff attends prevailing wage training conducted by the DIR. CCMI staff regularly attends training conducted every year or two by the U.S. Department of Labor on Davis Bacon compliance. In addition, CCMI president Deborah Wilder conducts her own in-house staff training on new and updated regulations and implementations on a regular basis. Each staff member has his/her own Administrative Procedures manual (which is updated annually) to insure consistent implementation and compliance of LCP requirements.

Scope of Work

As CCMI has worked on hundreds of projects in the last 5 years, we are listing a sampling of contractors and public works districts for which we have performed work. The typical scope of work performed for each of these entities and project includes: Contract review, pre-construction conference, monthly interview of workers, monthly audit of prevailing wages, apprenticeship and training requirements (DAS-140, DAS-142, CAC 2), communication with the Agency/Client and contractors on a monthly basis, enforcement of deficiencies, review of all restitution and project closeout (Request for Forfeitures, Notice to Withhold, resolution of outstanding violations, etc.). The typical Scope of Work we provide to our clients who have only California Prevailing wage requirements with Proposition 84 funding, are as follows:

1. Provide LCP compliance under the requirements of the California Labor Code.
2. Assist Agency with completion of PWC-100 form.
3. Conduct a Preconstruction Conference via conference call and provide training and information on LCP requirements including providing handout materials for all contractors and subcontractors.
4. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues.
5. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors. Confirmation that contractors are all registered as "public works contractors".
6. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Auditing the payrolls includes: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for ** increases, reviewing fringe benefit contribution and verifying that amortization is correct (when used) and confirmation that training contributions made. When appropriate, travel and subsistence is also reviewed.
7. Timely review of labor compliance documents to allow CCMI to proactively identify areas of concern and possible violation and work with those contractors who may need a little extra clarification or training.
8. Certified Payrolls are generally delivered by the Contractor to CCMI for review. However, CCMI is thoroughly familiar with and willing to use any electronic payroll submission system designated by the Client (i.e. Elations, LCPtracker, etc.).
9. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Confirmation that all apprentices are properly enrolled in a DAS approved program. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms).

10. Monthly job site inspections and interview of workers. These will be conducted by CCMI will be provided with worker's phone number and interviews will be conducted via telephone. Those interviews are then cross referenced with the applicable certified payroll.
11. Additional detailed audit of contractors through review of cancelled checks, time cards, and related records (as needed).
12. Monthly report to the Client regarding compliance of contractors and subcontractors audited. To the extent that a contractor is either not in compliance and/or additional paperwork is needed for review, the Client and the general contractor are contacted by CCMI.

CCMI's goal is not to stop or slow down any construction project and it is not our intent to withhold contractor's funds without justification. We pride ourselves in our fast turnaround time in notifying contractors by phone, e-mail or fax of potential problems and working quickly to resolve these issues.

13. Communication of potential violations to the Client with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the Client will be notified of this potential problem and a recommendation will be made to the Client to retain a certain portion of the scheduled progress payment until the issue is resolved.
14. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meeting and calls with contractors will be documented in the project folder maintained by CCMI.
15. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate redacted copies (employees names, addresses and social security numbers are not given to the general public) of certified payroll and related LCP documentation to any third party who makes an appropriate request.
16. Final close of project including imposition of penalties and reports to Labor Commissioner; issuing of Request for Forfeitures/Notices to Withhold and other close out documentation.
17. File Annual Report with DIR as needed (Prop 84 projects only) for 2019 only. Additional reports are billed at \$300 per year.

References

City of Long Beach

Project Description: 7 projects California and Federal prevailing wage enforcement

Status of Project: 2015-current

Construction Cost: \$70,000 – \$4.8 Million

Reference: Stephanie Eaves

Program Specialist

City of Long Beach/Financial Management

333 West Ocean Blvd., 7th Floor

Long Beach, CA 90802

Phone: (562) 570-6037

E-mail: Stephanie.Eaves@longbeach.gov

Las Gallinas Valley Sanitary District

Project Descriptions: 12 projects (California and Prop 84)

Status of Projects: 2013- present

Construction Costs: \$100,000-\$6.8 million

Staffing: Katherine Martins, Christina Sanchez (job walks)

Reference: Susan M. McGuire, CPA, SHRM-SCP, SPHR

Administrative Services Manager

Las Gallinas Valley Sanitary District

300 Smith Ranch Road

San Rafael, CA 94903

ph. 415-472-1033 x 19

Email: smcguire@lgsd.org

Calleguas Water District

Project Description: 7 projects- California and Federal prevailing wage enforcement (some Prop 84)

Status of Project: 2008-current

Construction Cost: \$1-\$14 Million

Reference: Kristine McCaffrey, P.E.

Senior Project Manager

Calleguas Municipal Water District

2100 Olsen Rd.

Thousand Oaks, California 91360

(805) 579-7173 (phone); (805) 526-3675 (fax)

KMcCaffrey@calleguas.com

City of Campbell

Project Description: 2 projects- Federal Davis Bacon/Prop 84 funding

Status of Project: 2014-2015

Construction Cost: \$700,000-\$4 million

Staffing: Staff included Yvonne Nickles, Christina Sanchez (jobwalks)

Reference: City of Campbell

70 North First St

Campbell, CA 95008

Fred Ho Sr Civil Eng.

FredH@ci.campbell.ca.us 408-866-2156

Roland Neufeld Proj Eng

rolandn@cityofcampbell.com 408-866-2155

Qualifications of Personnel

CCMI's employment of individuals with construction and prevailing wage experience is key to establishing good working relationships with the public entity and the various contractors. We are not merely a "consulting" firm, but rather a team of individuals who understand the needs of our Clients and contractors to "get the project done".

a. Yvonne Nickles, Manager:

Yvonne has been with CCMI since 2005. Her understanding of prevailing wage and public works contracting is extensive. Yvonne previously worked with the City of Dublin's Public Works department. She has worked with numerous agencies on bond funded projects and those with mixed funding where state bond funding and federal funding have created an overlap of prevailing wage compliance requirements. She has been the manager on numerous Caltrans related projects involving street, roads and highway. She was the manager in charge of our labor compliance efforts on the California Valley Solar Ranch

b. Alisha Heagy- Analyst: Alisha has experience working for general contractors in the field of California prevailing wage projects. She has a good attention to detail and is able to communicate concisely and effectively with contractors

a. Dave Valderrama: Dave performs CCMI's jobsite interviews. Dave is a licensed contractor and has an understanding of prevailing wage and various scopes of work performed by contractors. Dave is fluent in Spanish.

CCMI prefers to permanently assign its staff to work with specific client so that both the Client and CCMI establish a relationship of trust and accountability. CCMI has over a dozen employees and has the capacity to add staff as needed. Deborah Wilder always remains available for additional consultation, complex issues or Administrative hearing matters.

B. Price Proposal

This project is bid a flat fee proposal for all items listed in the scope of work with the following parameters:

Estimated Cost of Construction: \$1,089,177.43

Project duration: 7 months.

Funding: Proposition 84 money is included in the project. No federal funding.

Flat Fee cost: \$9,000 includes CCMI preparation of the 2019 and 2020 Annual Reports to the DIR. Any Annual Report for 2021 will be assessed an additional cost of \$300.

Projects which exceed the original completion date by 30 days will be subject to an additional fee of \$1,000 per month. A change order in the cost of the work by more than 5% will also be subject to increased compensation to CCMI.

CCMI does not perform legal work. Any legal work can be performed by Deborah Wilder through her Law Firm and at the rate of \$450 per hour.

Ownership of Work:

CCMI will maintain all reports and certified payrolls and other information collection during the project for 5 years after the completion of the project.

Testimonials:

“If you don't want to worry about your labor compliance, CCMI are the people for you. They go the extra mile to make sure everyone understands what is required and takes the time to work with the large customers as well as the Mom and Pop shops. They are very hands on and I feel like they always have my best interest in mind. I feel well taken care of from the start of a job to the very end.”

-Jan Shipley, Construction Supervisor, Livermore Valley Joint Unified School District

“Deborah is one of the most knowledgeable people I know when it comes to both Federal and California prevailing wage compliance. She is able to assist contractors, in a very easy to understand way, about the very complex requirements of prevailing wage. Her book, “What Every Contractor Should Know About Prevailing Wages”, should be a staple resource in every contractor's library. I know it is for me. My copy is already well used” *Anne Quick, former chair of the California Apprenticeship Council.*

Conclusion

Contractor Compliance and Monitoring, Inc. provides knowledgeable personnel with scores of years of experience in public works, prevailing wage and labor law compliance issues. We are a rare coalition of individuals with expertise in these areas and offer a practical and labor neutral solution for Labor Compliance. We seek to enforce full compliance with labor and employment laws with all parties regardless of union or labor affiliation. The systems we have set in place are created for quick turnaround time and communication with the Client, contractors and subcontractors to ensure both prompt compliance with the law as well as working within the Client's pay schedule and timelines to avoid hampering a contractor's ability to be paid in a timely manner. CCMI would appreciate the opportunity to work with you.

RESOLUTION 2018 - ____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN
AGREEMENT CONTRACTORS COMPLIANCE & MONITORING FOR LABOR
COMPLIANCE PROGRAM IMPLEMENTATION IN COMPLIANCE WITH
PROPOSITION 84 FUNDING PROVIDED FOR THE SERVICE LINE REPLACEMENT
PROJECT

WHEREAS, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District its grant funding agreement under Proposition 84 with the Department of Water Resources to implement a labor compliance program and perform certain monitoring, review and reporting requirements associated with the selected contractor's payments to its employees and other related matters; and

WHEREAS, the District has determined that an independent consultant specialized in labor compliance will be best suited to implement the required program; and

WHEREAS, the consulting firm Contractors Compliance and Monitoring, Inc has submitted a scope of work and fee proposal acceptable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with Contractors Compliance and Monitoring, Inc. included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on December 17, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello,
Secretary CERTIFICATE
OF SECRETARY
(STATE OF
CALIFORNIA) (COUNTY
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on December 17, 2018

Lake Don Pedro Community Services District

Regular Meeting of December 17, 2018

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- c. Establish Desired Priorities for Consideration in a 2019 Board Planning Workshop Including:
 - i. Content of the Monthly Operations Manager's Report
 - ii. Update on System Maintenance Plan Implementation, Staffing Plans and Constraints
 - iii. Consideration of Engineering and Project Priorities, Timelines and Responsibilities

Recommended Motion

Staff recommends a motion for the following:

I move to Direct the General Manager to establish a Board Planning Workshop in January 2019 to identify, finalize and establish the Board's Goals and Priorities as discussed.

Background

The Board of Directors has requested that we establish a separate, special meeting to thoroughly discuss Board goals and objectives related to maintenance and capital improvements. At this meeting, staff will provide an update on the status of current capital improvements plans and projects, system maintenance and concerns, constraints and opportunities. This will provide the Board with a basis of information from which to establish goals for the future.

At this Board meeting, we should identify the expectations and priorities of the board for what is to be accomplished in the planning workshop. We recommend a 3 to 4 hour planning workshop meeting with attendance by the new District Engineer, management and Operations Supervisor.

Lake Don Pedro Community Services District

Regular Meeting of December 17, 2018

AGENDA SUPPORTING DATA

5. Discussion and Action Items

- d. Conduct the annual Board reorganization to include the appointment of the office of President and Vice-President

Recommended Motion

Staff recommends a motion for the following:

I move to appoint director _____ to the office of Board President, and _____ to the office of Board Vice President.

Background

It is customary and the policy of the Board that in December of each year, the board conduct an annual organizational meeting in which the appointment of Board President and Vice President is made. The District policy describing the role of Board President and its policy on Board meeting, including the process and limitations of Board officers, is included with this agenda item. The Board is not required to change officers.

The Board is not bound by law to follow its own existing protocol or policy with regard to the appointment of officers, and there is also no legal guidance or industry standard on how officer appointments are made. If the Board is to take action which is counter to its policy in this matter, as a best practice the member making the motion should also state why the policy should not be applicable in consideration of their recommended action, and/or what changes to policy should be considered in the future by the Board.

Government Code 61043 simply states:

- (a) Within 45 days after the effective date of the formation of a district, the board of directors shall meet and elect its officers. Thereafter, within 45 days after each general district or unopposed election, the board of directors shall meet and elect the officers of the board of directors. A board of directors may elect the officers of the board of directors annually.
- (b) The officers of a board of directors are a president and a vice president. The president shall preside over meetings of the board of directors and the vice president shall serve in the president's absence or inability to serve.
- (c) A board of directors may create additional offices and elect members to those offices, provided that no member of a board of directors shall hold more than one office.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Policy and Procedures Manual

POLICY TITLE: Board Meetings
POLICY NUMBER: 5010

Regular meetings of the Board of Directors shall be held on the third (3rd) Monday of each calendar month at 1:00 pm in the Lake Don Pedro CSD Board Room, located at 9751 Merced Falls Road, La Grange, CA. Should the regular meeting fall on an observed Holiday, as defined by the District in Policy #2080, the Regular Meeting will be held on the next business day at 1:00 p.m.

Special meetings (non-emergency) of the Board of Directors may be called by the Board President or 3 directors.

All Directors, the General Manager, the District Secretary and any other appropriate District consultants shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least 24 hours prior to the meeting.

Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone, fax or e-mail during business hours as soon after the meeting is scheduled as practicable.

An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

Special Meetings (emergency). In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the 24-hour notice required in 5010.21, above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the General Manager, Board President or Vice President in the President's absence.

Newspapers of general circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one hour prior to the emergency special meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the General Manager, or his/her designee, shall notify such

newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the 24-hour notice. The minutes of the emergency special meeting, a list of persons the General Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

Adjourned Meetings. A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no or less than a quorum of Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.2.2 above.

5010.5 Annual Organizational Meeting. The Board of Directors shall include an annual organizational meeting at its regular meeting in December. At this meeting, the Board will elect a President, Vice President. The President's position shall be limited to 2 (two) consecutive one year terms. Standing Committees shall be appointed from among its members to serve during the coming calendar year.

The General Manager shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

The President and the General Manager shall insure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Policy and Procedures Manual

POLICY TITLE: Board President

POLICY NUMBER: 4040

The President of the Board of Directors shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.