

Lake Don Pedro Community Services District
9751 Merced Falls Rd. La Grange, CA 95329
(209) 852-2331 – www.ldpcsd.org

DIRECTORS
Danny Johnson, President
Dan Hankemeier, Vice President
Emery Ross
Russell Warren
Nellie Sperry

Special Meeting of the Board of Directors

**9751 Merced Falls Road
January 21, 2020 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:

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 Treasurer's Report for the period ending December 2019 including summary of claims paid
- b. Approval of the Minutes of the Regular Meeting of December 16, 2019

5. DISCUSSION AND ACTION ITEMS:

- a. Approval of Agreement with Black Water Engineering for Preliminary Engineering Report (PER) that will allow LDPCSD to apply for the USDA loan to assist in funding intake upgrades, and backup generators.
- b. Approval of Agreement with Martech for Repair of Flocculators
- c. Approval of Resolution No. 2020-01 Billing and Collection Procedures and Procedures for Disconnecting and Re-connecting Service for Non-Payment of Charges
- d. Approval for GM Patrick McGowan to further his education by taking an online course to receive a professional certificate in Grant Writing from San Diego State University / World Campus

- e. Discussion / Action regarding a review / possible change to policy 5010 Board Meeting Policy
- f. Conduct the Annual Board reorganization to include the appointment of the office of President and Vice-President
- g. Discussion / Action related to items the Board of Directors would like presented in the monthly board packet

6. CLOSED SESSION - PERSONNEL MATTERS (Government Code §54957)

Public Employee Performance Evaluation, General Manager

7. ADJOURNMENT:



Lake Don Pedro Community Services District

GENERAL MANAGER'S REPORT

January 21, 2020

I am pleased with the progress we have made as a District seven months in to my employment. Currently the District is moving forward in numerous directions. Within the confines of our annual budget we are maintaining, and upgrading our distribution system. The Districts first priority within our distribution system is establishing redundancy at the Districts water intake. We have recently secured three options/estimates to replace our secondary non-operable 200 hp intake pump. We have three scheduled hydrant and valve upgrade projects within our District boundaries. These capital improvement projects are 100 % District supported. LDPCSD recently completed our new Disconnect and Reconnection of Services SOP in compliance with SB 998. If adopted the policy will take affect February 2020. I am in the process of updating ldpcsd.org with exciting pictures and news of District projects. One of my first moves upon arrival to the District was to work with our engineering team and apply for the HGMP (supplemental power) grant/loan. LDPCSD recently was notified that grant funding will not be allocated to our District or any other water district. It is imperative that the District continue to move forward searching for funding options to assist us with these vital distribution system upgrades. I am extremely confident in my team and our vision moving forward. I am excited to see what 2020 has instore for this District.

In addition to finding me in my office, I can reached at the following:

- District phone – (209) 984-6082
- E-mail - Patrick@ldpcsd.org

Grant Updates

1. Cal OES HGMP. Supplemental power. Denied. All funding for this potential grant opportunity was allocated to 2019 fire services and fire victims.
2. USDA grant/loan opportunity. See recommendation.

3. **Prop 84 IRWMN.** The District recently provided the completion reports for projects 2, 3, and 4. The report was excepted and retention funds are expected to the District this month.

Projects

1. Intake pump. We have received estimates. See recommendation.
2. We are currently in the process of upgrading District computer systems and software. Installation is scheduled 1/22/20.
3. Twin Lakes. Our Barge renovation project is approximately 70% complete. On budget and schedule moving forward. Fabrication is complete. The front railing and hoist system is complete.
4. Water rate study. The study is nearing completion.
5. Wash basin Flocculators. District recently received one estimate to replace all three flocculator motors and shafts for our wash basin. See recommendation.

Operations

There are **NO** leaks to report at this time. District staff have done an excellent job fixing these emergencies when they arise! Our leak crew has 46 years of combined underground experience and it shows. The treatment plant has been running extremely consistent with no issues to report at this time. Water quality has been excellent. We eagerly await approval to replace our flocculator motors and drive shafts. The installation will require an empty wash basin. This gives staff the opportunity for a winter cleaning of the wash sedimentation basin when water demand is minimal. Our staff responded to 32 service calls this past month and read approximately 1450 meters. Our yearly inventory is complete. Staff were diligent in organizing and accounting for all inventory of parts, materials, and equipment. Our yard cleanup is nearly complete. The cleanup will be fully funded by the recycling of scrap iron/meters. At this time, all District trucks and equipment are operable. Operations staff have set aside time weekly to inspect, service, and make quick repairs to District vehicles. These scheduled maintenance times have allowed us to stay on top of our aging vehicles/equipment. Our recent employee hire Augustine has signed up to take his treatment exam with the State this spring. If successful in his testing this will give the District 4 qualified Treatment/Distribution operators.

Administration

I recently enrolled in San Diego State University. With District support I plan on beginning the first of two grant writing courses offered this semester. The skills and experience gained in these courses will assist the District greatly moving forward.

Sincerely,

Patrick McGowan
General Manager

Due to server space the portion of the
packet that contains
photos of District work as a part of the
Manager's Report
is added separately on the website.

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Treasurer's Report

Reporting Period: December 2019

The district ended the month of December 2019 with the following balances in our accounts:

* All bank accounts verified against bank statements

Restricted:		
Investment - LAIF	\$	171,560
Total Restricted:		<u>\$ 171,560</u>
Unrestricted:		
Checking	\$	111,740
Money Market - Working Capital	\$	623,532
Petty Cash	\$	<u>125</u>
Total Unrestricted:		<u>\$ 735,397</u>
Total Restricted & Unrestricted:		<u>\$ 906,957</u>

The district ended December 2019 with the following amounts affecting our financial status:

	Dec-2019	Year to Date
Sales & Business Revenue:	\$ 114,115	\$ 784,826
Total Operating Expenses:	\$ (98,913)	\$ (654,547)
Non-Operating Income/Expense:	\$ (14,804)	\$ (78,970)
Water Drought Income/Expense:	\$ (1,280)	\$ 265,908
Change in Net Assets (P&L):	\$ (882)	\$ 317,217
Net Cash Flow:	\$ 22,605	\$ (30,046)

Accounts Receivable:

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue	A/R Water IRWMP	A/R Water DWR
Current	\$ 26,920	\$ -	\$ 253	\$ 97,053	\$ -	\$ -
> 30 Days	\$ 441	\$ -	\$ 151	\$ -	\$ -	\$ -
> 60 Days	\$ 9,906	\$ -	\$ -	\$ -	\$ -	\$ -
> 90 Days	\$ 4,236	\$ -	\$ -	\$ -	\$ 64,848	\$ -
> 120 Days	\$ 7,192	\$ 185,874	\$ 5,241	\$ -	\$ -	\$ -
Credits	\$ (15,928)					
Total	\$ 32,767	\$ 185,874	\$ 5,645	\$ 97,053	\$ 64,848	\$ -
Total Combined	\$ 315,694		\$ 5,645		\$ 64,848	
G/L Balance	\$ 315,694		\$ 5,645		\$ 64,848	
Difference	\$ -		\$ -			\$ -

* Amount of availability payments received: \$96,730

* Amount of availability payments outstanding: \$89,144

Accounts Payables:

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 17,598	\$ -	\$ 3,939
> 30 Days	\$ -	\$ -	\$ 5,182
> 60 Days	\$ -	\$ -	\$ 8,774
> 90 Days	\$ -	\$ -	\$ 27,866
Credits	\$ -	\$ -	\$ -
Total	\$ 17,598	\$ -	\$ 45,761
G/L Balance	\$ 17,598	\$ -	\$ 45,761
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”.

Name

Title

Date

Statement of Revenues and Expenses (P&L)
December 2019 & Year-To-Date Versus 6/30/20 Approved Budget

		Dec-19	December vs Budget %	2019-2020 YTD	YTD vs Budget %	2019-2020 Budget	Remaining Budget
Revenue							
01-0-3010-301	Meter Reconnection Fee	50	#DIV/0!	200	#DIV/0!	-	(200)
01-0-3010-302	Donated Capital - Meters Curre	-	0.00%	30,000	199.99%	15,000	(15,000)
01-0-4010-400	Water Sales Residential	16,814	5.61%	200,450	66.90%	299,627	99,177
01-0-4010-402	Water Availability Revenue	15,490	8.26%	92,290	49.20%	187,573	95,283
01-0-4010-403	Water Service Charges	80,259	8.38%	480,757	50.20%	957,732	476,975
01-0-4020-410	Interest Income - LAIF	-	0.00%	2,133	47.29%	4,510	2,377
01-0-4020-413	Int Inc Penalties - Customer	2,502	9.03%	14,602	52.73%	27,694	13,092
01-0-4020-414	Transfer Fee Income	750	12.50%	3,500	58.33%	6,000	2,500
01-0-4020-415	Other Income	604	7.67%	5,779	73.39%	7,874	2,095
01-0-4020-416	Meter Set Fee	500	11.90%	3,500	83.33%	4,200	700
01-0-4020-900	Hydrant Service Charge	44	13.21%	156	46.85%	333	177
01-0-4020-901	Hydrant Rental	120	15.63%	440	57.29%	768	328
01-0-4020-902	Hydrant Consumption	89	3.50%	1,767	69.75%	2,533	766
01-0-4020-999	Avail Fee Income	-	0.00%	1,767	99.76%	1,771	4
01-0-4040-100	Lease Fee	4,682	13.42%	18,407	52.77%	34,884	16,477
TOTAL REVENUE		121,903	7.86%	855,747	55.19%	1,550,500	694,753
Expenses							
01-1-5010-100	Regular Pay - Plant	10,615	10.25%	63,430	61.27%	103,521	40,091
01-1-5010-101	Overtime Pay	1,311	7.48%	10,845	61.91%	17,519	6,674
01-1-5010-102	Sick Pay	504	11.33%	2,927	65.80%	4,448	1,521
01-1-5010-104	Vacation Pay	562	7.91%	3,703	52.19%	7,095	3,392
01-1-5010-105	Holiday Pay	1,407	22.37%	3,648	58.02%	6,287	2,639
01-1-5010-200	PERS	1,060	11.16%	6,056	63.76%	9,499	3,443
01-1-5010-201	FICA/Medicare	1,095	10.92%	6,496	64.76%	10,030	3,534
01-1-5010-202	SUI	346	31.63%	780	71.30%	1,094	314
01-1-5010-203	Health Insurance	3,869	8.31%	22,550	48.43%	46,564	24,014
01-1-5010-204	Workers Compensation	687	9.58%	4,120	57.48%	7,167	3,047
01-1-5010-206	Dental Insurance	240	7.94%	1,443	47.62%	3,029	1,586
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	-	0.00%	212	212
01-1-5020-510	Repair & Maintenance - Plant	66	0.37%	7,611	42.28%	18,000	10,389
01-1-5020-511	Repair & Maintenance - Vehicle	5,310	265.52%	19,950	997.48%	2,000	(17,950)
01-1-5020-512	Repair & Maintenance - Distribution	26	0.03%	37,396	49.39%	75,719	38,323
01-1-5020-515	R&M Transmission - Intake	-	0.00%	-	0.00%	32,000	32,000
01-1-5020-517	R&M Transmission - Well #2	-	#DIV/0!	5,851	#DIV/0!	-	(5,851)
01-1-5020-520	Small Tools & Equipment	610	22.93%	3,145	118.14%	2,662	(483)
01-1-5020-522	Gas, Oil & Lubricant - Plant	1,012	7.95%	6,961	54.70%	12,726	5,765
01-1-5020-524	Health & Safety	958	21.31%	5,533	123.10%	4,495	(1,038)
01-1-5020-529	Telephone - T & D	704	9.76%	4,324	59.94%	7,214	2,890
01-1-5020-544	Water Testing Fees	-	0.00%	7,345	51.86%	14,162	6,817
01-1-5020-545	Water System Fees	-	0.00%	1,734	38.95%	4,453	2,719
01-1-5020-548	Water Testing Materials	-	0.00%	749	33.31%	2,250	1,501
01-1-5021-521	Water Treatment Chemicals	-	0.00%	24,984	118.65%	21,057	(3,927)
01-1-5021-524	P G & E Power - Office	187	7.31%	1,125	43.92%	2,561	1,436
01-1-5021-525	P G & E Power - Intake	21,746	30.81%	48,727	69.04%	70,574	21,847
01-1-5021-526	P G & E Power - Well	30	10.82%	(33)	-11.88%	277	310
01-1-5021-527	P G & E Power - Water Treatment	1,672	5.88%	16,686	58.63%	28,460	11,774
01-1-5021-528	P G & E Power - Distribution	1,860	5.15%	17,823	49.36%	36,108	18,285
01-1-5021-529	P G & E Power - Well 2	-	0.00%	622	5.28%	11,785	11,163
01-1-5021-530	P G & E Power - Medina	248	6.86%	3,077	84.97%	3,621	544
01-1-5021-532	P G & E Power - Well 5/6	248	7.98%	3,077	98.93%	3,110	33
01-1-5021-561	Purchased Water Actual-mid-p	3,939	5.52%	48,790	68.35%	71,381	22,591
01-1-5023-533	Outside Services	939	10.18%	2,643	28.66%	9,223	6,580
01-1-5023-535	Fire Protection/Weed Control	-	#DIV/0!	80	#DIV/0!	-	(80)
01-1-5023-537	Pest Control	34	0.59%	204	3.54%	5,756	5,552
01-1-5023-538	Engineering Services	-	0.00%	1,733	6.23%	27,817	26,085
01-1-5023-539	Employee Education	-	0.00%	375	179.43%	209	(166)
01-1-5024-540	Memberships	-	0.00%	-	0.00%	504	504
01-1-5024-542	Publications	-	0.00%	619	53.76%	1,151	532
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	273	29.14%	937	664

		Dec-19	December vs Budget %	2019-2020 YTD	YTD vs Budget %	2019-2020 Budget	Remaining Budget
01-1-5032-583	Depreciation Expense	17,325	6.77%	117,743	45.98%	256,049	138,306
01-2-6010-100	Regular Pay - Administration	13,943	7.59%	92,315	50.26%	183,674	91,359
01-2-6010-101	Overtime Pay	202	9.32%	388	17.93%	2,166	1,778
01-2-6010-102	Sick Pay	255	3.62%	2,965	42.10%	7,042	4,077
01-2-6010-104	Vacation Pay	521	6.62%	3,597	45.68%	7,875	4,278
01-2-6010-105	Holiday Pay	994	21.26%	2,651	56.70%	4,675	2,024
01-2-6010-200	PERS	1,337	8.02%	8,721	52.33%	16,663	7,942
01-2-6010-201	FICA/Medicare	1,223	7.84%	7,679	49.24%	15,596	7,917
01-2-6010-202	SUI	403	26.53%	403	26.53%	1,519	1,116
01-2-6010-203	Health Insurance	5,763	10.86%	27,887	52.55%	53,069	25,182
01-2-6010-204	Workers Compensation	68	4.09%	407	24.52%	1,662	1,255
01-2-6010-206	Dental Insurance	159	7.94%	956	47.62%	2,007	1,051
01-2-6010-207	Vision Care	-	#DIV/0!	200	#DIV/0!	-	(200)
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	22	44.92%	49	27
01-2-6020-512	Propane	-	0.00%	603	75.68%	797	194
01-2-6020-515	Customer Billing Supplies	-	0.00%	656	47.08%	1,393	737
01-2-6020-529	Telephone - Admin	335	8.56%	1,635	41.85%	3,908	2,273
01-2-6020-530	Office Supplies	204	6.72%	1,546	50.98%	3,032	1,486
01-2-6020-531	Postage	472	5.98%	4,353	55.16%	7,892	3,539
01-2-6023-531	Computer IT	2,560	7.89%	20,340	62.71%	32,436	12,096
01-2-6023-532	R & M Equipment	-	#DIV/0!	1,015	#DIV/0!	-	(1,015)
01-2-6023-533	Outside Services	5,000	8.06%	29,152	46.98%	62,054	32,903
01-2-6023-535	Office Cleaning Serv	140	8.17%	940	54.84%	1,714	774
01-2-6023-536	Legal Services	-	0.00%	3,813	37.02%	10,300	6,487
01-2-6023-537	Audit Services	-	0.00%	-	0.00%	8,820	8,820
01-2-6023-539	Employee Education	-	0.00%	438	29.23%	1,500	1,062
01-2-6024-540	Memberships	-	0.00%	5,344	79.49%	6,723	1,379
01-2-6024-542	Publications	-	0.00%	635	46.72%	1,360	725
01-2-6024-543	Licenses, Permits & Cert.	-	#DIV/0!	105	#DIV/0!	-	(105)
01-2-6024-547	County Fees	-	0.00%	-	0.00%	101	101
01-2-6024-999	County Avail Fee	-	0.00%	1,774	78.76%	2,252	478
01-3-6025-100	Regular Pay	300	4.58%	2,000	30.53%	6,552	4,552
01-3-6025-201	FICA/Medicare	23	4.58%	153	30.54%	501	348
01-9-6030-546	Travel, Meetings & Mileage	24	32.14%	833	1126.30%	74	(759)
01-9-6030-569	Credit Card Service Charges	479	6.78%	3,476	49.17%	7,069	3,593
01-9-6030-572	Business Insurance Expense	3,223	6.64%	30,146	62.11%	48,535	18,389
01-9-6030-576	Misc Other Expense	56	20.13%	719	256.72%	280	(439)
01-9-6030-577	Retired Employee Health	2,318	8.14%	13,651	47.96%	28,464	14,814
01-9-6030-580	Retired EE Benefit Expense	-	0.00%	-	0.00%	155,549	155,549
01-9-6031-580	Interest Long Term Debt	2,875	7.07%	17,673	43.47%	40,654	22,982
01-9-6032-583	Depreciation Expense	18	8.10%	105	48.04%	219	114
TOTAL EXPENSES		121,505	7.27%	804,438	48.14%	1,670,904	866,466

		Dec-19	December vs Budget %	2019-2020 YTD	YTD vs Budget %	2019-2020 Budget	Remaining Budget
CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)							
01-9-6030-590	NBS Rate Evaluation	1,280	#DIV/0!	4,170	#DIV/0!		(4,170)
01-9-6030-591	IRWMP Service Lines	-	#DIV/0!	186,592	#DIV/0!	-	(186,592)
01-9-6030-592	IRWMP Administrative Expenses	-	#DIV/0!	750	#DIV/0!	-	(750)
01-9-6030-593	IRWMP Water Use Efficiency	-	#DIV/0!	-	#DIV/0!	-	-
01-9-6030-594	Grant Application Services	-	#DIV/0!	7,428	#DIV/0!		(7,428)
TOTAL CIP IN PROGRESS		1,280	#DIV/0!	198,940	#DIV/0!	-	(198,940)
CARRYOVER PROJECT (GRANT) REVENUE							
01-0-4020-430	DWR Grant	-	#DIV/0!	400,000	#DIV/0!		(400,000)
01-0-4020-425	IRWMP Service Line Replacement	-	#DIV/0!	2,613	#DIV/0!	-	(2,613)
01-0-4020-427	IRWMP Regional Water Use Efficiency	-	#DIV/0!	61,669	#DIV/0!	-	(61,669)
01-0-4020-426	IRWMP Grant Administration***	-	#DIV/0!	565	#DIV/0!	-	(565)
TOTAL CARRYOVER PROJECT REVENUE		-	#DIV/0!	464,848	#DIV/0!	-	(464,848)
NEW CAPITAL PURCHASES / IMPROVEMENTS							
01-0-1090-216	Auto Meter Read/Replace		#DIV/0!	3,930	#DIV/0!		(3,930)
01-0-1090-170	Treatment Plant Upgrade		#DIV/0!		#DIV/0!		-
01-0-1090-306	Service Line	-	#DIV/0!	23,480	#DIV/0!		(23,480)
01-0-1090-314	Barge Renovation	10,223	20.45%	37,161	74.32%	50,000	12,839
01-0-1090-316	Horniga Water Line Replacement	-	#DIV/0!		#DIV/0!	-	-
01-0-1090-318	2018 SCADA Update Project	22,985	#DIV/0!	27,152	#DIV/0!	-	(27,152)
01-0-1090-319	Fire Hydrant Replace 2018/19		#DIV/0!	-	#DIV/0!		-
01-0-1090-320	Alamo, Enebro & Intake		#DIV/0!	799	#DIV/0!		(799)
TBD	Replacement Truck		0.00%		0.00%	75,000	75,000
01-0-1090-305	Ranchito Well #1		0.00%	849	2.12%	40,000	39,151
TBD	Rate Study		0.00%		0.00%	60,000	60,000
01-0-1090-191	Intake Pump	15,000	25.00%	15,000	25.00%	60,000	45,000
01-0-1090-219	Fence At Sites	2,480	#DIV/0!	2,480	#DIV/0!	-	(2,480)
01-0-1090-317	Water Main Replacement	6,890	#DIV/0!	6,890	#DIV/0!	-	(6,890)
TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS		50,688	17.79%	110,852	38.90%	285,000	174,148

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 December 2019**

	\$	906,957
	\$	-
	\$	138,926
	\$	64,848
	\$	69,931
	\$	32,671
	\$	157,167
Total current assets	\$	1,370,500

Property, plant & equipment
less depreciation
C I P

	\$	11,414,788
	\$	(7,348,553)
	\$	659,541
Net P P & E	\$	4,725,776

Other L T Assets

Total Assets	\$	6,096,276
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Liabilites:

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

	\$	17,598
	\$	10,062
	\$	45,761
	\$	65,347
	\$	2,682
	\$	85,558
Total current liab	\$	227,008

L T debt

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

	\$	1,168,000
	\$	282,823
	\$	95,631
	\$	696,851
	\$	(85,558)
Total Liabilites	\$	2,384,755

Net assets

	\$	3,711,521
Total liab & net ass't	\$	6,096,276

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23294	000076	USPS	12/03/2019	463.68
24284	00740827	FERGUSON WATERWORKS	12/10/2019	2,040.98
24285	0000105	CALIFORNIA AUTO SERVICE	12/10/2019	600.19
24286	000105	PACIFIC GAS & ELECTRIC	12/10/2019	4,456.51
24287	000012	AQUA LAB	12/10/2019	3,785.00
24288	000542	Adventist Health Sonora	12/10/2019	168.00
24289	0007349	Recology Mariposa	12/10/2019	272.86
24290	000596	MARIPOSA CO. HEALTH DEPARTMENT	12/10/2019	213.00
24291	000446	ACWA	12/10/2019	10,810.00
24292	000550	LUIS'S HOUSEKEEPING / YARDS	12/10/2019	140.00
24293	000118	D & D PEST CONTROL *	12/10/2019	34.00
24294	101005	California Special Dist Assoc	12/10/2019	5,344.00
24295	0009924	PATRICK MCGOWAN	12/10/2019	92.80
24296	019970	NJIRICH & SON'S INC	12/10/2019	23,480.48
24297	000092	HOWK SYSTEMS	12/10/2019	5,851.31
24298	000585	MO CAL OFFICE SOLUTIONS	12/10/2019	235.01
24299	UB*10696	B.J. SPARKS	12/10/2019	201.50
24300	UB*10697	JOHN YONG SUEN, ET /AL	12/10/2019	123.26
24301	000175	SAFE T LITE OF MODESTO INC.	12/19/2019	303.23
24302	000065	KKI CORPORATION	12/19/2019	168.75
24303	000165	ACWA/JPIA	12/19/2019	11,950.04
24304	0002321	STREAMLINE	12/19/2019	200.00
24305	00071	Mother Lode Answering Service	12/19/2019	312.00
24306	0000105	CALIFORNIA AUTO SERVICE	12/19/2019	3,726.06
24307	000092	HOWK SYSTEMS	12/19/2019	15,000.00
24308	000091	VALERO MARKETING & SUPPLY	12/19/2019	1,012.18
24309	0009924	PATRICK MCGOWAN	12/19/2019	23.78
24310	0007349	Recology Mariposa	12/19/2019	939.00
24311	000032	BOBCAT CENTRAL INC.	12/19/2019	282.94
24312	0001226	McCoy Passenger Tire Co	12/19/2019	15.00
24313	702	Warmerdam CPA Group	12/19/2019	2,500.00
24314	000550	LUIS'S HOUSEKEEPING / YARDS	12/30/2019	140.00
24315	000196	AQUA SIERRA CONTROLS, INC	12/30/2019	22,523.25
24316	000136	AT&T	12/30/2019	471.17
24317	100987	Twin Lakes Management Co.	12/30/2019	10,223.22
24318	000118	D & D PEST CONTROL *	12/30/2019	34.00
24319	660108	VERIZON WIRELESS	12/30/2019	255.58
24320	000383	BUSINESS CARD	12/30/2019	46.35
24321	000383	BUSINESS CARD	12/30/2019	25.79
24322	000383	BUSINESS CARD	12/30/2019	2,434.47
24323	000383	BUSINESS CARD	12/30/2019	19.74
24324	000797	MERCED FENCE CO	12/30/2019	2,480.00
24325	019970	NJIRICH & SON'S INC	12/30/2019	6,586.62
24326	000105	PACIFIC GAS & ELECTRIC	12/30/2019	496.43
24327	000105	PACIFIC GAS & ELECTRIC	12/30/2019	14,128.13

Report Total: 154,610.31

Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road
December 16, 2019 at 1:00 p.m.

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 regular meeting at 9751 Merced Falls Rd., La Grange, CA 95329.

President Ross called the meeting to order at 1:02 p.m.

Directors present: Ross, Sperry, and Warren

Director absent: Johnson, Hankemeier

Also present: GM P. McGowan

Also present: Board Secretary: S. Marchesiello

2. PUBLIC COMMENT:

There were no public comments

3. PRESENTATION ONLY:

a. Presiding Officer's Report

Report presented by Director Ross. Please see the attached report

b. General Manager's Report:

Presented by GM P. McGowan

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 Treasurer's Report for the period ending October, 2019, and November 2019, including summary of claims paid

b. Approval of the Minutes of the Regular Meeting of October 21, 2019

Motion: To approve the consent calendar

Votes: Carried 3-0

First: Warren Second: Sperry

Ayes: Warren, Sperry, and Ross

Absent: Johnson, Hankemeier

5. DISCUSSION AND ACTION ITEMS:

a. Approval of a draft article regarding conserving water in case of an electric outage

Motion: To approve the draft article with the suggested correction to be published in the paper and posted on LDPCSD website

Votes: Carried 3-0

First: Warren Second: Sperry

Ayes: Warren, Sperry, and Ross

Absent: Johnson, Hankemeier

b. Discussion /Action regarding an upgrade to the computer system due to Windows support

Motion: To approve the recommended motion to approve KKI's estimate to upgrade three of our computer systems. Upgrade all systems with Windows 10. Next year we can address upgrading our remaining three antiquated computer systems.

Votes: Carried 3-0

First: Warren Second: Sperry

Ayes: Warren, Sperry, and Ross

Absent: Johnson, Hankemeier

c. Conduct the Annual Board reorganization to include the appointment of the office of President and Vice-President

Consensus of the Board of Directors to defer the item of Board Reorganization to a future agenda in addition to having policy 5010 Board Meetings on the agenda as well

6. ADJOURNMENT: 1:48 p.m.

Respectfully submitted by,

S. Marchesiello
Board Secretary

December 21, 2009, Board Meeting

Board members: Emery Ross, Bill Kinsella, Chuck Day, Sally Punte, Wes Barton was President.

Jeff Mann was GM.

8 action items on agenda.

Financial report stated: \$494,000 in total funds

\$10,000 in Checking

\$160,000 in Money Market

\$320,000 in LAIF

Checks totaled \$54,000.

Business card expense totaled \$4,274.

Paid \$4,000 to Lake McClure Boatyard to buy a used barge.

Member of public wanted to comment on President's Report and was denied by Barton.

Member of public spoke at Manager's Report and said not being allowed to comment on President's Report was a Brown Act violation.

Board approved a new policy to have one staff person and one Board member sign checks.

Meeting adjourned at 5:30 PM.



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 1/21/2020

5. DISCUSSION ACTION ITEM:

Contract our District engineer Black Water Consulting to begin a Preliminary Engineering Report (PER.)

Item Description: The (PER) is the essential/first step in the application process allowing the District to apply for a USDA grant/loan Once completed we can move forward exploring funding options for our intake, backup generators, and meter upgrades.

Recommendations: Accept the estimate received from Black Water Consulting to complete the Preliminary Engineering Report.

Patrick McGowan
General Manager

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

PUBLIC WORKS CONTRACT

This contract ("Contract") is effective as of January 21, 2020, and is between the LAKE DON PEDRO COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and Black Water Consulting, a corporation/partnership/limited liability company ("Contractor"), collectively referred to as the "Parties."

Section 1. Recitals. This Contract is entered into with respect to the following facts:

Contractor has represented it is qualified to perform all of the work required to complete the Project.

Consultant has agreed to perform all such work in the time and manner set forth in the Contract Documents. The estimate to perform the (PER) is not to exceed \$30,000.

The Board of Directors of District has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Prevailing Wage Scales
- 2.16 Caltrans Standard Specifications
- 2.17 Addenda Nos. _____
- 2.18 Other documents (list here)
 - Exhibit A – Compensation
 - Exhibit B – Insurance

Section 3. The Work.

- 3.1 The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor's performance of critical path operations.

- 4.3 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 For contracts greater than Five Thousand dollars (\$5,000), the District will withhold as retention five percent (5%) of all billings and the Compensation until final completion and acceptance of the Project Work.
- 5.6 Contractor may substitute securities meeting the requirements of Public Contract Code section 22300 for any money withheld by the District to ensure the performance under this Contract.
- 5.7 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later, in accordance with Public Contract Code section 20104.50. Federally funded projects will not have a five-percent retention.
- 5.8 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contractor prior to final payment by District.
- 5.9 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain the maximum amount allowable under California law.

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.
- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.
- 6.4 No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- 6.5 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or

funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

- 6.8 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>
- 6.9 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

Section 7. Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.
- 8.3 Contractor must maintain a valid California Contractor's License that is required for the Work on this Project throughout the term of this Contract.
- 8.4 Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from the District, and otherwise comply with Public Contract Code sections 4100 to 4113, as applicable.

Section 9. Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Independent Contractor. Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

Section 11. Indemnification.

11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified party.

11.3 Contractor agrees that its defense and indemnification obligation under this

section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.

- 11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. Insurance.

- 12.1 Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.
- 12.2 Pursuant to Labor Code section 1861, by signing this Contract and initialing hereunder the Contractor certifies that:

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

Contractor's Initials: _____

Section 13. Notice.

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District: Lake Don Pedro Community Services District

9751 Merced Falls Rd.,
La Grange, CA 95329
Attention: General Manager

(Tel.) 209-852-2331

To Contractor:

Attention: _____
(Tel.) _____
(Fax) _____

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. District Rights of Termination and to Complete the Work.

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
- 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
 - 14.1.2 Contractor fails to complete the Work on time.
 - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.

- 14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 In event of any such termination, District will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give District written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, District may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to District for any and all excess costs or other damages incurred by District in completing the Work.
- 14.4 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- 14.5 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

Section 15. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors,

administrators, successors and permitted assigns of the Parties.

- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the United States Court for the Eastern District of California.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Mr. Patrick McGowan, General Manager

ATTEST:

Syndie Marchesiello, Board Secretary

APPROVED AS TO FORM: LEGAL COUNSEL

CONTRACTOR

(If not an individual, two signatures are required)

Name and Title

Name and Title



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 1/21/2020

5. DISCUSSION ACTION ITEM:

Treatment Plant flocculator motors, and shafts.

Item Description: The District has received three estimates to replace all three wash basin flocculator motors and shafts. Currently we have one operable flocculator. The flocculators mix the water at various speeds. This allows the floc/mass of particles to settle out of our water at the bottom of the wash basin.

Recommendations: Accept the estimate received from Mar-Tech to replace all three flocculator motors and shafts.

Patrick McGowan
General Manager

INTAKE PUMP STARTUP ASSISTANCE AGREEMENT

This Agreement is made and entered into this 9th day of June, 2016 between Lake Don Pedro Community Services District, a community services district formed and operating under California Government Code Section 61000 et seq, hereinafter referred to as "District" and Martec Mechanical Analysis/Repair Inc. hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the Lake Don Pedro Community Services District (District) is formed and operating in accordance with California Government Code 61000 et seq to provide public services to the community of Don Pedro; and

WHEREAS, District is authorized pursuant to California Government Code 61100 (a) to supply water for any beneficial uses, in the same manner as a municipal water district, formed pursuant to the Municipal Water District Law of 1911, Division 20 (commencing with Section 71000) of the Water Code, and

WHEREAS, the District is authorized by Government Code Section 61060 to enter into and perform all contracts, including, but not limited to, contracts pursuant to Article 43 (commencing with Section 20680) of Chapter 1 of Part 3 of the Public Contract Code, and

WHEREAS, the District has determined the need to engage the services of a contractor duly qualified, licensed and insured to perform the startup and condition testing on existing submersible pumps operated by the District; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the completion of the work herein mentioned; and

WHEREAS, Contractor has prepared a work proposal that, in the opinion of the Contractor meets the specifications and startup procedures detailed by the District and has agreed to perform the work specified in the work proposal for the amount set forth therein.

CONTRACT DOCUMENTS

1. The following documents, as applicable, are by this reference incorporated into and made a part of this Agreement: The Standard Construction Specifications adopted by the Lake Don Pedro Community Services District, as amended, including the General Specifications, the Standard Specifications, the Standard Drawings and the Special Provisions; the contract drawings; the District approved Scope of Work and proposal of Contractor for said work, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement. The documents which describe the work to be performed are collectively referred to herein as the "Plans and Specifications".

It is understood and agreed that all said contract documents are intended to cooperate, so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all contract documents, so that the true meaning of all documents, when taken together, shall control the work pursuant to this Agreement.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, services, transportation, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, sales taxes, shop drawings and samples, to complete in a workman-like manner, the following work: startup and testing of two submersible pumps on Lake McClure in accordance with the June 2016 startup procedures prepared by Elizabeth Binkley. The Contractor's Work Proposal is attached hereto as Exhibit A. The District shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the amount of each individual and the cumulative total of the approved Scope(s) of Work, subject to adjustment as provided in the Contract Documents. The work is to be conducted in [location of project].

All of the work performed pursuant to this Agreement shall be under the supervision of, and performed to the satisfaction of, the assigned representative of District who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with the Plans and Specifications, and who shall also have the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

COMPLETION

3. The work contemplated under this agreement is to be completed in accordance with District standards as quickly as possible. Contractor shall be required to begin work as quickly as possible after written notification to that effect by District, which shall be the execution of the Notice to Proceed by the District. The work shall be completed in accordance with the Plans and Specifications, and the schedule detailed in the Notice to Proceed.

Should Contractor fail to complete the work described in this Agreement and the other contract documents incorporated herein within the time fixed for completion, such performance or lack thereof shall be considered in award of further work components, and grounds for immediate termination of this agreement and award of the construction work to other qualified construction firms, perform the work with force account, or cancel the work. Time is of the essence of this contract.

PAYMENT

4. District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bids and proposals and this Agreement, billed at the cost of the Contractor's actual labor and materials, or lump sum if so agreed on the project component Scope of Work. It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the quantities as measured upon completion, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

If Contractor performs the work in accordance with the Contract documents and to the satisfaction of District, District shall pay Contractor approved invoices within 30 days of approved progress invoice. However, no payment, including all progress payments and the final payment, shall be made to Contractor in excess of ninety percent (90%) of the percentage of work actually completed, plus a like percentage of the value of the material delivered on the ground or stored subject to, or under the control of, District. The ten percent (10%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the

provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

If payment is to be made by progress payments, Contractor may be paid progress payments at intervals of not less than thirty (30) days as the work progresses. As the basis for determining the amount of these progress payments, if applicable, the Contractor shall, before commencing the work, submit to the District a detailed statement of all materials and labor included in its bid and proposal. This statement shall be so arranged that the value of the work as it progresses may be readily determined, and the first payment will not be considered as due hereunder until such statement is furnished by Contractor. Upon submission of a statement for a progress payment, and after verification thereof by the assigned representative of the District, a certificate for payment of the work actually performed, less ten percent (10%) thereof, will be issued by the District. No certificate will be issued until defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall be paid as the work progresses in the amount specified on each such certificate. Contractor shall notify District when it encounters work which exceeds the quantities estimated immediately upon ascertaining the additional quantities. Contractor shall apply for a Change Order as provided in this Agreement, covering any such additional quantities within ten (10) days of the completion of the work. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims plus reasonable attorney fees and costs. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Agreement, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in the Plans and Specifications and contemplated by the contract documents.

Upon submission of a statement for payment, unconditional waivers from all suppliers of labor, materials, equipment and/or supplies for the work, and after verification thereof by the assigned representative of District, a Notice of Completion and/or Notice of Acceptance will be issued by District. Thirty-five (35) calendar days after the issuance of the Notice of Completion and/or Notice of Acceptance, the balance of the contract price will be paid to Contractor, provided there are no mechanic's liens of record or stop notices in effect at that time. No Notice of Completion and/or Notice of Acceptance shall be issued and/or no payment shall be made to Contractor until all defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications.

CHANGE ORDERS

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

- A. Based on the unit prices contained in section 4, if applicable.
- B. Mutually agreed-upon lump sum or unit price adjustment.
- C. Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

PREVAILING WAGES

6. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work completed under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor or by any sub-contractor doing or contracting to do any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the District Administrator.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as a penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

INSURANCE

7. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability and Property Damage Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of [Insert amount with a minimum of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence].

The public liability and property damage insurance furnished by Contractor shall also 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 Contractor, all subcontractors and suppliers, 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 Contractor'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 Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

By execution of this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.”

As part of the execution of this Agreement, Contractor 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 Contractor and with any insurance carrier acceptable to District under terms satisfactory to 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 have received notification of such cancellation or reduction.

PERFORMANCE AND PAYMENT BONDS

8. ~~Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and of bills contracted for materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to beginning work under this Agreement, Contractor shall furnish a certification from either the Department of Insurance and/or County Clerk evidencing the status of any and all sureties issuing the bonds required under this Agreement. Contractor further certifies and represents that said sureties are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 3247 and 3248.~~

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the active negligence or willful misconduct of the District or its employees.

GUARANTEE

10. Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the work. [Insert requirement for warranty bond to cover the one year if needed] This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

PERMITS AND INSPECTIONS

11. Contractor agrees and understands that it is the responsibility of Contractor, unless specifically agreed to otherwise, to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor shall hold the appropriate classification of a current and valid contractor's license for the work.

DEFAULT BY CONTRACTOR

12. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Plans and Specifications, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages assessed by the District against the Contractor pursuant to the provision of this Agreement.

MISCELLANEOUS PROVISIONS

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

14. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

15. It is hereby expressly agreed that time is of the essence of this Agreement including all contract documents incorporated herein.

16. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

17. The terms of this Agreement may be modified only by the mutual consent and written agreement of District and Contractor.

IN WITNESS WHEREOF, the Lake Don Pedro Community Services District has, by authorization of its Board of Directors, caused this Agreement to be signed by the General Manager and Secretary of the Board of Directors and Contractor has executed this Agreement on the date and year first above written.

Lake Don Pedro Community Services
DISTRICT

CONTRACTOR:

By: Peter Kampa
General Manager

By: _____

License No.: _____

EXHIBIT A

Quote # R7074

June 7, 2016

**Lake Don Pedro CSD
9751 Merced Falls Road
La Grange, CA 95329**

C/O Elizabeth Binkley

Subject: Intake 200HP Submersibles startup procedure.

**Cost to perform startup as per recommended procedure dated
June 2016.**

Total Cost \$ 1,601.00 Prevailing Wage Rate

Total Cost \$ 1, 201.00 Non Prevailing wage rate

Optional test with PdMA

Adder to above price. \$ 750.00

If you have any questions please don't hesitate to contact me.

Thanks

Rick Leddy

Quote # Q8871

December 9, 2019

**Lake Don Pedro CSD
9751 Merced Falls Road
La Grange, CA 95329**

Attn: Randy Gilgo

Randy here is the quote for the Eurodrive gear motors for your #1, #2 and #3 Flocculation Basin mixer drives. The shafts will need to be modified to adapt to new reducers. A shaft adapter will not work as I first thought.

1 Each Model FAF67R37DRS71S4 .25 HP 13 RPM 230 VAC 3 Phase

#1 Flocculator \$ 2,586.68 Each + Tax

1 Each Model FAF67R37DRS71S4 .25 HP 8 RPM 230 VAC 3 Phase

#2 Flocculator \$ 2,586.68 Each + Tax

1 Each Model FAF57R37DRS71S4/DH .25 HP 3 RPM 230 VAC3Phase

#3 Flocculator \$ 2,586.68 Each + Tax

Modify 3 shaft Assemblies. \$ 3,566.00Total for 3 shafts

**Blast and coat 3 shaft asem. \$ 1,040.00 Total for 3 shafts
NSF 61 coating**

Delivery and pickup \$ 450.00 Total

Prevailing Wage Labor to install, connect and test run above equipment.

\$ 19,604.00

Total project cost \$ 32,420.04+ tax on Materials only

Delivery is 3-4 Weeks ARO Prices are less Sales Tax and Freight.

Thank you for the opportunity to work with you on this project.

**Sincerely,
Rick Leddy**

Quote # Q8871

January 23, 2019

**Lake Don Pedro CSD
9751 Merced Falls Road
La Grange, CA 95329**

Attn: Randy Gilgo

Randy here is the quote for the Eurodrive gear motors for your #1, #2 and #3 Flocculation Basin mixer drives. The shafts will need to be modified to adapt to new reducers. A shaft adapter will not work as I first thought.

1 Each Model FAF67R37DRS71S4 .25 HP 13 RPM 230 VAC 3 Phase

#1 Flocculator \$ 2,385.57 Each + Tax

1 Each Model FAF67R37DRS71S4 .25 HP 8 RPM 230 VAC 3 Phase

#2 Flocculator \$ 2,385.57 Each + Tax

1 Each Model FAF57R37DRS71S4/DH .25 HP 3 RPM 230 VAC3Phase

#3 Flocculator \$ 2,385.57 Each + Tax

Modify 3 shaft Assemblies. \$ 2,457.75 Total for 3 shafts

**Blast and coat 3 shaft assys. \$ 958.11 Total for 3 shafts
NSF 61 coating**

Delivery and pickup \$ 450.00 Total

Prevailing Wage Labor to install, connect and test run above equipment.

\$ 13,565.60

Total project cost \$ 24,588.17 + tax on Materials only

Delivery is 3-4 Weeks ARO Prices are less Sales Tax and Freight.

Thank you for the opportunity to work with you on this project.

**Sincerely,
Rick Leddy**

Quote # Q8871-R2

January 10, 2020

**Lake Don Pedro CSD
9751 Merced Falls Road
La Grange, CA 95329**

Attn: Patrick McGowan

Patrick here is the Revised quote for the Eurodrive gear motors for your #1, #2 and #3 Flocculation Basin mixer drives. The shafts will need to be modified to adapt to new reducers. A shaft adapter will not work as I first thought.

1 Each Model FAF67R37DRS71S4 .25 HP 13 RPM 230 VAC 3 Phase

#1 Flocculator \$ 2,586.68 Each + Tax

1 Each Model FAF67R37DRS71S4 .25 HP 8 RPM 230 VAC 3 Phase

#2 Flocculator \$ 2,586.68 Each + Tax

1 Each Model FAF57R37DRS71S4/DH .25 HP 3 RPM 230 VAC3Phase

#3 Flocculator \$ 2,586.68 Each + Tax

Modify 3 shaft Assemblies. \$ 3,566.00Total for 3 shafts

**Blast and coat 3 shaft assy. \$ 1,040.00 Total for 3 shafts
NSF 61 coating**

Delivery and pickup \$ 450.00 Total

Prevailing Wage Labor to install, connect and test run above equipment.

\$ 15,460.00

Total project cost \$ 28,276.04 + tax on Materials only

Delivery is 3-4 Weeks ARO Prices are less Sales Tax and Freight.

Thank you for the opportunity to work with you on this project.

**Sincerely,
Rick Leddy**



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 01/21/2020

5. Discussion and Action Items

c. . Approval of Resolution No. 2020-01 Billing and Collection Procedures and Procedures for Disconnecting and Re-connecting Service for Non-Payment of Charges

Item Description: The District's legal team has reviewed our current policy and made the new implementations required to satisfy senate bill 998.

Recommendations: Adopt Resolution 2020-01 approving billing and collection procedures and procedures for disconnecting and re-connecting service for non-payment of charges

Patrick McGowan
General Manager

RESOLUTION NO. 2020-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
ESTABLISHING
BILLING AND COLLECTION PROCEDURES
AND
PROCEDURES
FOR
DISCONNECTING AND RE-CONNECTING SERVICE
FOR NON-PAYMENT OF CHARGES**

The Board of Directors of the Lake Don Pedro Community Services District does hereby find:

A. WHEREAS, Lake Don Pedro Community Services District (“District”) is a California community services district existing under the provisions of the California Community Services District Law, set out in California Government Code Sections 61000 through 61226.5, inclusive; and

B. WHEREAS, the Community Services District Law provides, at Government Code Section 61115, that the District may provide for the collection of charges and that the remedies for the collection and enforcement of charges are cumulative and may be pursued alternatively or consecutively by the District; and

C. WHEREAS, the District has previously established procedures for the enforcement and collection of unpaid charges; and

D. WHEREAS, in 2018, the Legislature passed, and the Governor signed, Senate Bill No. 998 (“SB 998”), which enacted Chapter 6 (commencing with Section 116900) of Part 12 of Division 104 of the Health and Safety Code, setting forth procedures to be followed by municipal water providers in collecting unpaid, late or delinquent water charges and in shutting off and reconnecting water service; and

E. WHEREAS, the procedures set out in SB 998 are mandatory for municipal water providers who must conform to SB 998 no later than February 1, 2020, with municipal water providers being subject to a penalty of \$1,000.00 per day if a provider is not in compliance with SB 998 by February 1, 2020; and

F. WHEREAS, District Ordinance No. 2005-1 Exhibit A provided a Schedule of Rates and Charges including fees and charges for late payment and non-payment of District charges; and

G. WHEREAS, Ordinance No. 2005-1 was amended by Resolution No. 2014-10 amended the Schedule of Rates and Charges in certain respect pertaining to the reconnection fee, and temporary hardship; and

H. WHEREAS, it is necessary for the District to comply with SB 998 in order to enforce and collect unpaid water service charges.

NOW, THEREFORE, the Board of Directors of the Lake Don Pedro Community Services District does hereby enact as follows:

Section A. Delinquencies & Discontinuance of Service.

1. Late Fees and Interest. In the event any customer fails to pay the water service charges, connection fees, and other required charges and fees identified in this section within fifteen (15) calendar days after the date of the applicable District utility bill, the unpaid amount shall be deemed delinquent, and the District may, except as otherwise provided herein: (i) assess a fee for late payment in the amount of ten percent (10%) of the delinquent water related charges and fees which amount shall be added to the delinquent charges and fees, and the General Manager shall collect the late fee along with the delinquent charges and fees; and (ii) assess interest at the rate of one and one-half percent (1.5%) per month for nonpayment of the delinquent charges and fees and nonpayment of basic penalties.

2. Discontinuance of Service – Residential Customers.

a. This Resolution shall serve as the District's written policy for the discontinuation of residential water service for nonpayment of service charges. Such policy will be available in English and the languages listed in Section 1632 of the California Civil Code, and any other language spoken by at least ten percent (10%) of the people residing within the area served by the District.

b. In the event a residential customer fails to pay any water service fees in full, including any late fee and interest, by 5:00 p.m. on the sixtieth (60th) calendar day following the date on which a payment becomes delinquent pursuant to subsection 1 above, the District, in addition to all other remedies it may have, may discontinue furnishing water service and all other services identified on the applicable District utility bill and shall not resume the same until all outstanding charges and fees, together with any late fees, interest, service charges and/or connection fees necessitated by the resumption of service, have been paid in full or a payment plan is approved.

c. A customer may call the District's office prior to the expiration of the sixty (60) calendar day period described in subsection b. above and request a plan for deferred or reduced payments or alternative payment schedule. The District office's phone number is: **(209) 852-2331**. The District will have the sole authority to determine the payment plan terms that a residential customer is offered. The District may, in accordance with the provisions of this Resolution, discontinue water services provided to a customer if: (i) a customer refuses the

payment plan terms offered by the District; or (ii) a customer accepts the payment plan terms offered by the District and fails to comply with such terms.

d. Prior to discontinuing utility services, the District shall contact the residential customer in writing advising the customer that all District-provided utilities identified on a customer's bill will be discontinued if payment of the total amount identified in said written notice is not paid to the District or a payment plan is approved within seven (7) business of such notice. Payment plan terms shall be consistent with the terms identified in subsection h. below. Unauthorized reconnection of water service by a customer constitutes theft and will result in civil and/or criminal penalties, and the incident will be reported to the proper authorities. Unauthorized reconnection may also result in the severance of a property's connection to the District's water system. Any check or other payment not honored by a financial institution that is used to make payment on a customer's utility account will result in additional fees and will be a basis for the discontinuance of service.

e. When the District contacts a residential customer by written notice, the written notice of payment delinquency and impending discontinuation will be mailed to the customer of the residence to which the water service is provided. Notices will be sent by certified mail, with return receipt requested. If the customer's address is not the address of the property to which residential service is provided, the notice shall also be sent to the address of the property to which the residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, the following information:

- (i) Customer's name and address;
- (ii) Amount of the delinquency;
- (iii) Date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service;
- (iv) Description of the process to apply for an extension of time to pay the delinquent charges;
- (v) Description of the procedure to petition for bill review and appeal;
- (vi) Description of the procedure by which the customer may request a payment plan for the delinquent residential service charges; and
- (vii) Statement that tampering with the District's water system, including, without limitation, tampering with a water meter, that results in an unauthorized reestablishment of water service is a criminal offense, and, if any damage is done to District facilities, the user will be required to pay for any such damages, as well as being exposed to possible criminal liability. The customer shall be advised that if their service lateral is not equipped with a lockable valve

that is needed to discontinue water service, one will be installed at their expense, which must be paid in addition to the reconnection fee before service is resumed.

f. If a written notice sent to a customer is returned as undeliverable, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the District's policy for discontinuation of residential service for nonpayment. Such notice shall be given or posted at least forty-eight (48) hours prior to the discontinuance of water services.

g. If an adult accountholder at the residence appeals the utility bill, the District shall not discontinue residential service while the appeal is pending.

h. A customer requesting a payment plan shall be offered the following terms, which will be set forth in a written Payment Agreement signed by the customer:

(1) Payment of twenty percent (20%) of all outstanding balances upon the customer's signature of the Payment Agreement; and

(2) The remainder of the outstanding balances will be paid in six (6) equal monthly installments, beginning on the first (1st) day of the calendar month immediately following the customer's execution of a Payment Agreement. The unpaid amount shall accrue interest at the rate of one and one-half percent (1.5%) per month, which shall be payable with each monthly installment.

A Payment Agreement containing these terms shall be signed by the customer and returned to the District within three (3) business days of the customer's receipt of the Agreement from the District.

The District may, without providing further written notice, discontinue all services provided to a customer under either of the following circumstances:

(i) The customer fails to comply with his or her Payment Agreement.

(ii) While making payments under a Payment Agreement, the customer fails to pay his or her then-current residential service charges before they become delinquent.

A customer making payments pursuant to a Payment Agreement must remain current on all District-issued utility service bills issued during the payment plan period and will not be eligible for payment plan terms if he or she becomes delinquent on an utility service bill issued before the pending Payment Agreement is paid in full.

Except as otherwise provided herein, a customer will be eligible for one (1) Payment Agreement during a twelve (12) month period, which will be measured from the effective date of a customer's prior Payment Agreement.

i. The District will not discontinue residential service for nonpayment if *all* of the following conditions exist:

(1) The customer, or a tenant of the customer, submits to the District the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the District's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level; and

(3) The customer enters into a Payment Agreement described in subsection h. above. with respect to all outstanding charges; provided however, customers suffering a financial hardship described in subsection (2) above shall not be subject to the once-every-twelve-month limit for payment plans described in subsection h. above.

Residential service may be discontinued under this subsection i. no sooner than five (5) business days after the District posts a final notice of intent to discontinue service in a prominent and conspicuous location at the property under either of the following circumstances:

(i) The customer fails to comply with his or her Payment Agreement for sixty (60) calendar days or more.

(ii) While making payments under a Payment Agreement, the customer fails to pay his or her current residential service charges for sixty (60) calendar days or more.

j. If the District discontinues water service to a residential customer, the District will provide the customer with information on how to restore service.

k. For a residential customer who demonstrates to the District that the customer's household income is below two hundred percent (200%) of the federal poverty line, the District shall:

(i) Charge a service fee for reconnection during normal operating hours of fifty dollars (\$50) or the District's actual cost for reconnection, whichever is less. For the reconnection of residential service during nonoperational hours, if such service is offered, the service fee shall be one hundred fifty dollars (\$150) or the District's actual cost for reconnection, whichever is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(ii) Waive interest charges on delinquent bills once every twelve (12) months.

A residential customer shall be deemed to have a household income below two hundred percent (200%) of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level.

1. This subsection 1. shall apply if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling:

(1) If the District furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobile home park, or permanent residential structure in a labor camp as defined in California Health & Safety Code Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) calendar days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(2) The District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's rules and requirements. However, if one (1) or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of the District's rules and requirements, the District shall make service available to those residential occupants who have met those requirements.

(3) If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent or other credit obligation acceptable to the District for that period of time is a satisfactory equivalent.

(4) In the case of a detached single-family dwelling, the District may do any of the following:

(i) Give notice of termination at least seven (7) business days prior to the proposed termination.

(ii) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

m. The District shall report the number of annual discontinuations of residential service for inability to pay on the District's Internet Web site and to the State Water Resources Control Board.

n. All written notices to residential customers required under this Subsection 2 shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by ten percent (10%) or more of the customers in the District's service area.

o. This subsection 2 does not apply to the termination of service connections by the District due to an unauthorized action, including, without limitation, the theft of water and/or the unauthorized reestablishment of water services to a property.

Section B: Appeal of Water Service Charges

1. Any customer may appeal water service charges if a customer feels that charges reflected on a bill are inaccurate. To appeal the amount of a bill, a customer must, except as otherwise provided herein, submit the following items to the District Secretary within fifteen (15) calendar days of the date of the bill disputed bill: (i) a written notice of appeal; (ii) the amount payable under the disputed bill; and (iii) an appeal fee, which fee will be established by the District's Board of Directors. The notice of appeal shall set forth in detail all facts supporting the customer's objection to a bill. The failure to submit the required items during such time period shall result in a waiver of appeal rights and shall constitute a failure to exhaust administrative remedies.

2. A customer who is financially unable to deposit the amount of the disputed bill and pay the appeal fee may file a request for a waiver of all or a portion of the required deposit and appeal fee. A waiver request must be submitted to the District Secretary with the customer's notice of appeal. The request for waiver must include a sworn declaration and other supporting documents and materials showing the customer's actual financial inability to pay the appeal deposit and fee. The customer bears the burden of demonstrating to the satisfaction of the

District's General Manager the customer's actual inability to deposit the amount of the disputed bill and pay the appeal fee. If the General Manager determines that a waiver is warranted, the deposit and appeal fee will be waived or partially waived. If the General Manager finds that a waiver is not warranted, the customer must, within three (3) business days of the customer's receipt of the General Manager's written decision, deposit the amount of the disputed bill and pay the appeal fee for the customer's appeal to be processed.

3. Upon the District Secretary's receipt of a notice of appeal, deposit of the amount of the disputed bill, and appeal fee, he or she shall set the matter for hearing before the hearing officer or hearing body designated by the District's Board of Directors. The hearing officer or hearing body shall hold a hearing on the customer's appeal on the date specified by the District Secretary and shall receive evidence presented by the appealing party and District staff. After the hearing, the hearing officer or hearing body may uphold or adjust the amount of the disputed bill. The hearing officer or hearing body shall cause to be issued a written determination on the customer's appeal within fifteen (15) calendar days of the date of appeal hearing. An aggrieved customer may seek judicial review of the hearing officer's or hearing body's decision by filing a complaint with the Superior Court of Fresno County, California during the period identified by California Code of Civil Procedure Section 1094.6.

Section C:

This Resolution shall become effective on February 1, 2020. Any provision of Ordinance No. 2005-1 or Resolution No. 2014-10 in conflict with the provisions hereof is deemed void.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on January 21, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAKE DON PEDRO COMMUNITY SERVICES
DISTRICT

By: _____
Danny Johnson, President, Board of Directors

ATTEST:

SYNDIE MARCHESIELLO, SECRETARY

CERTIFICATE OF SECRETARY

I, Syndie Marchesiello, the duly appointed and acting Secretary of the Board of Directors of Lake Don Pedro Community Services District, declare that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District on January 21, 2020.

DATED: January ____, 2020.

SYNDIE MARCHESIELLO, SECRETARY



Lake Don Pedro Community Services District

STAFF REPORT

From: Patrick McGowan

Date: 1/21/2020

5. DISCUSSION ACTION ITEM:

Support General Manager Patrick McGowan in his continuing education.

Item Description: GW 0001-Introduction to Grants and Funding Research. This course is offered online through San Diego State University. The course focuses on preparing successful grant proposals for nonprofit and tax exempt institutions.

Recommendations: Accept the recommendation to support general manager in his continuing education.

Patrick McGowan
General Manager

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Policy and Procedures Manual

POLICY TITLE: Board Meetings
POLICY NUMBER: 5010

5010.1 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.

5010.2 Special meetings (non-emergency) of the Board of Directors may be called by the Board President or 3 directors.

5010.2.1 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.

5010.2.2 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.

5010.2.3 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.

5010.2.4 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

5010.3 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.

5010.3.1 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.

5010.3.2 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.

5010.4 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.

5010.6 The General Manager shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

5010.7 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

STAFF REPORT

From: Syndie Marchesiello
Date: 1/14/20
Subject: Annual Board Reorganization

5. Subject:

g. Conduct the Annual Board reorganization to include the appointment of the office of President and Vice-President

Item Description:

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 if the term limits are not met. If the term limits in the current policy are met the policy must be followed or amended.

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.

Recommended Motion:

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

Syndie Marchesiello
Office Manager / Board Secretary

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT

Policy and Procedures Manual

POLICY TITLE: Board President

POLICY NUMBER: 4040

4040.1 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.

4040.2 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.