



BOARD OF DIRECTORS

Rod Smiley, President Raynette Gregory, Vice-President
Berkley Baker, Director Anthony Kalvans, Director Owen Davis, Director

REGULAR MEETING AGENDA

Open Session 6:00 PM

601 12th Street San Miguel, CA Date: 10-24-2024

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

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

Public Comment: Sign in sheet at podium for public comment. Comments are **limited to three minutes**, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under item "Public Comment and Communications for items not on the agenda". Person(s) who wish to submit written correspondence, may do so at www.sanmiguelcsd.org. All correspondence is distributed to each Board Director and will become part of the record of that board meeting. Any member of the public may address the Board of Directors on items on the consent calendar.

Meeting Schedule: Regular Board of Director meetings are held on the fourth Thursday of each month at 6:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

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

1. **Call to Order**
2. **Roll Call**
3. **Approval of Regular Meeting Agenda**
4. **Pledge of Allegiance**

5. **Public Comment and Communications for items not on the agenda** *Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are **limited to three minutes**. Please sign in with name and address at podium.*
6. **Special Presentations/Public Hearings/Other**
7. **Non- District Reports**
 1. San Luis Obispo County Organizations
 2. Community Service Organizations
 3. Camp Roberts—Army National Guard
8. **Staff & Committee Reports - Receive & File**
 1. General Manager
 2. District Counsel
 3. District Utilities
 4. Fire Chief Report
9. **Consent Calendar** *The items listed below are scheduled for consideration as a group and one vote. Any Director may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion. Public Comment*
 1. 9-26-2024 Draft San Miguel CSD/GSA Board of Directors meeting minutes
 2. REQUEST FOR RFP - Request for proposal for Independent Auditing Services for three fiscal years.
 3. RFQ for Certified Public Accountant consultation services
 4. Contract renewal with CIO Solutions as Managed Service Provider (MSP) for the District's Information Technology systems.(RESOLUTION 2024-48)
 5. King Capital Advisors investment agreement five (5) year extension. (RESOLUTION 2024-54)
10. **Board Action Items**
 1. Monthly claim detail and investment reports for September 2024 (Recommend receive and file by Board consensus)
When ancillary reports area provided they are for reference only and are subject to change.
 2. Review and approve changes to the Board Handbook by RESOLUTION 2024-45. (approve by 3/5 Vote)
 3. 2024 California Special Districts Association (CSDA) Bylaw revision vote. (by Board consensus)

4. Mission Gardens Lift Station Flood Mitigation contract award by RESOLUTION 2024-47 (approve by 3/5 vote)
 5. Purchase of replacement well chlorine and turbidity monitoring equipment and budget adjustment by RESOLUTION 2024-55 (approve by 3/5 vote)
 6. Contract award to Specialty Construction Inc. for \$389,820.00 for the San Miguel Alley (#6020) Waterline Relocation Project and approve related budget adjustments and transfers by RESOLUTION 2024-49. (approve by 3/5 vote)
 7. San Miguel Alley (#6020) Waterline relocation project environmental compliance monitoring and project management and related budget adjustment by RESOLUTION 2024-50. (approve by 3/5 vote)
 8. Contract award to Specialty Construction Inc. for \$1,226,965.00 for the San Miguel Recycled Water Pipeline Project and approve related budget adjustments by RESOLUTION 2024-51. (approve by 3/5 vote)
 9. Recycled Water Pipeline Project, project management and environmental compliance monitoring and related budget adjustments by RESOLUTION 2024-52. (approve by 3/5 Vote)
 10. REQUEST FOR PROPOSAL- San Lawrence Terrace Booster Pump Station Design (by Board consensus)
 11. Update on the San Miguel Fire Department Temporary Housing Unit (THU)
 12. 10 year Interfund loan between the Street Lighting fund and Fire fund in an amount of \$80,000 by RESOLUTION 2024-44 (approve by 3/5 vote)
 13. Authorization to open investment accounts with CalTRUST by RESOLUTION 2024-53 (approve by 3/5 vote)
11. **Board Comment** *This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.*
 12. **Adjourn to Closed Session/Closed Session Agenda** *Public comment for items on closed session agenda.*
CLOSED SESSION ADMONISHMENT:
The Brown Act prohibits the disclosure of confidential information acquired in a closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury. It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. Only the legislative body acting as a body may agree to divulge confidential closed session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only a majority vote of the entire body can authorize the waiver of the privilege.
 1. Conference with Real Property Negotiators (Gov. Code, § 54956.8)

Property: Assessor's Parcel Numbers 027-420-017
Agency Negotiator: Kelly Dodds
Negotiating Parties: Rivers Edge LLC
Under Negotiation: Acquisition of potable water well

2.

Conference with Real Property Negotiators (Gov. Code, § 54956.8)

Property: Assessor's Parcel Numbers 027-011-019 and 027-061-019
Agency Negotiator: Kelly Dodds
Negotiating Parties: E&J Gallo Winery
Under Negotiation: Price and terms of payment for a right of way easement

13. Report out of Closed Session

14. Adjournment to Next Regular Meeting

ATTEST:

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

I, Tamara Parent, Board Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCS D office.

Date:

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 7.1

SUBJECT: San Luis Obispo County Organizations

SUGGESTED ACTION: Verbal/Report

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 7.2

SUBJECT: Community Service Organizations

SUGGESTED ACTION: Verbal

DISCUSSION:
Verbal/Report.

FISCAL IMPACT:
None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 7.3

SUBJECT: Camp Roberts—Army National Guard

SUGGESTED ACTION: Verbal

DISCUSSION:
Verbal/Report

FISCAL IMPACT:
None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 8.1

SUBJECT: General Manager

SUGGESTED ACTION: Receive report

DISCUSSION:

I encourage any Board member or member of the public with questions, comments, or complaints about the District operations to contact me at the District office or by email.

District Office phone: 805-467-3388 and My email: kelly.dodds@sanmiguelcsd.org

If an inquiry is outside of the Districts scope we will usually be able to direct individuals to the responsible organization or department.

General information about the District can also be found on the District website - www.sanmiguelcsd.org

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 8.2

SUBJECT: District Counsel

SUGGESTED ACTION: Receive verbal report

DISCUSSION:

Verbal

FISCAL IMPACT:

None

PREPARED BY: Christina Pritchard

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 8.3

SUBJECT: District Utilities

SUGGESTED ACTION: Receive and file

DISCUSSION:

Well Status:

- Well 4 is operational – Well Level 95.56’ 10/2/24 (STATIC)
- Well 3 is operational – Well Level 64.68’ 10/2/24 (STATIC)
- SLT well is operational -Well Level 173’ 10/2/24 (STATIC)

Water System status:

Water leaks this month: 0 This calendar year: 10

Water related calls through the alarm company after hours this month: 0 This Year: 5

- .

Sewer System status:

Sewer overflows this month: 0 this year: 0

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

-

California Regional Water Resources Control Board:

-

State Water Resources Control Board (SWRCB):

-

Division of Water Resources (DWR):

-

Regional Water Management Group (RWMG)/ Water Resources Advisory Committee (WRAC):

-

Billing related activity:

- **Total active accounts (as of 10-15-24)**

Lighting/ Landscaping status:

-

Solid Waste:

- Household Hazardous Waste HHW Facility
 - Met with CleanEarth and IWMA to discuss HHW
- Mattress recycling
 - Mattresses are accepted by appointment only, Monday, Wednesday, Friday between 8 am and 11 am.
- E-Waste collection
 - E-waste is accepted Monday, Wednesday, Friday between 8 am and 11 am.

SB-1383 & SB-54 & SB-343:

- SB 54 Plastic Pollution Prevention & Packaging Producer responsibility Act Regulations Notice of 15-day written comment period 10-14-2024 to 10-29-2024; [SB 54 - Notice 15-day Comment Period](#)

Project status:

- **WWTF status:**
 - Nearing 90% plan completion
 - Continuing to review additional grant and financing options.
- **Replacement water tank and pump station on east side of river/ water line replacement.** (21007) started February 2022
 - **(POTENTIALLY GRANT FUNDED)**
 - Waiting for BOS to approve easement agreement with the District, county has projected an January approval by the BOS
- **Recycled water line from WWTF to Vineyard/ Gallo**
 - Continuing to working on easements, agreements
 - Presented on this agenda for contract approval.
- **Alley water line relocation 10th St to San Luis Obispo St**
 - Presented on this agenda for contract approval.
- **Sewer lining and manhole rehabilitation project** (21008) started February 2021
 - **(100% GRANT FUNDED)**
 - Report accepted by the Board 8/2024
 - WSC finalizing deliverables per the grant.
 - Preparing a construction grant application to perform repairs.
- **Cost of Service Rate Study WASTEWATER** (22005) started June 2022
 - Staff reviewing options and preparing proposal for Board consideration
- **Septic to Sewer conversion grant application** (#) started September 2023
 - **(POTENTIALLY 100% GRANT FUNDED)**
- **SLT well VFD installation**
 - Equipment was received by the contractor. Awaiting an install date.
- **Well 4 Discharge relocation**
 - Work started on October 14th
- **Well monitoring and metering project**

- Received grant funds
- Determining final equipment specs for ordering.

Staffing

- Vacant position(s).
 - WWTF Operator Lead

SLO County in San Miguel:

-

Caltrans in San Miguel:

-

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 8.4

SUBJECT: Fire Chief Report

SUGGESTED ACTION: Receive and File

DISCUSSION:

Equipment:

1. All SMFD engines are currently in service.
2. 8601 has been re-identified as U8630 prior to being decommissioned in the future as budget or funding opportunities allow.
3. E8696 has minor electrical issues with some auxiliary lights. We are exploring repair options.
4. Annual hose testing is continuing. All large diameter hose (LDH) has been tested. The balance shall be tested upon staffing availability.

Cost Recovery:

1. SMF is continuing to submit qualifying incidents for reimbursement. See financial report for the details.

Grants:

2023/2024 Grants

1. SMF applied for the 2024 OTS Grant on January 26, 2024, for replacement of necessary Auto Extrication Equipment and the grant was awarded. The process is moving forward funding has been approved and the products are being shipped.
2. SMF applied for the 2024 AFG grant in February. SMF applied for a replacement breathing air refill station and upgraded SCBA bottles. The current breathing air refill station is over 30 years old and requires replacement. No status update is available to date.
3. The SAFER was submitted on 4/12/2024. No status update is available to date.
4. The 2024/2025 VFD / RFD grant has been submitted and approved for funding. The BOD voted to accept the grant funding at the 9/26/2024 meeting and approved grant funding 3-1-1.
5. SMF applied for FEMA grant funding to construct an EOC.
6. SMF submitted a CFF grant on August 16, 2024. The grant was not awarded.
7. SMF has received the reimbursement for the 2023/2024 VFD / RFD award.

Training:

1. Regular weekly training is continuing to adhere to the annual training schedule.
2. Additional training has been occurring during the week as schedules allow.
3. SMF has scheduled training with SLA & Mercy Air. SLA training occurred on 9/17/2024, Merci Air training has been tentatively scheduled for November 12, 2024.
4. Additional outside training shall commence as courses become available.
5. 1- Recruit is attending the Allan Hancock Firefighter Academy.
6. Engineer Rojas has been selected to represent SMF for the County Training Officers Association.

San Luis Obispo County Fire Chiefs Association:

No update, Fire Chief Young was appointed as the County Fire Chiefs Association representative to

SLOFIST. Regular monthly meetings are being attended.

San Miguel Advisory Council:

No update, a District Fire Chief Report is being provided for SMAC monthly meetings and Chief Young attends the monthly meetings as scheduling allows.

FISCAL IMPACT:

None

PREPARED BY: Scott Young

San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 9:53:26 AM



Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 09/01/2024 | End Date: 09/30/2024

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
Young, Scott P					
09/01/2024 10:00:00	09/02/2024 08:30:00	DAYBOOK	8600		22.50
09/02/2024 08:30:00	09/03/2024 08:30:00	DAYBOOK	8600		24.00
09/02/2024 09:45:00	09/02/2024 10:14:00	INCIDENT	E8668	Incident 2024-211 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 670 Benedict ST	0.48
09/02/2024 13:07:00	09/02/2024 13:36:00	INCIDENT	E8668	Incident 2024-212 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 670 Benedict ST	0.48
09/03/2024 08:30:00	09/04/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/03/2024 18:00:00	09/03/2024 22:00:00	DAYBOOK		Firefighter Training: Tools and Equipment Lead Instructor: Young, Scott P	4.00
09/04/2024 08:30:00	09/05/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/04/2024 09:00:00	09/04/2024 13:00:00	DAYBOOK	8600	County Fire Chiefs Meeting Cambria	4.00
09/04/2024 12:55:00	09/04/2024 13:20:00	INCIDENT	E8668	Incident 2024-214 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 8525 Magdalena DR	0.42
09/05/2024 05:14:00	09/05/2024 05:56:00	INCIDENT	8600	Incident 2024-215 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1940 San Marcos RD	0.70
09/05/2024 08:30:00	09/06/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/06/2024 08:30:00	09/07/2024 07:00:00	DAYBOOK	SMF 1		22.50
09/06/2024 18:36:00	09/06/2024 20:31:00	INCIDENT	E8696	Incident 2024-216 - Building fire: Apparatus E8696 responded to 6625 Benton RD	1.92
09/06/2024 19:33:00	09/06/2024 19:36:00	INCIDENT	E8696	Incident 2024-217 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 560 12th ST Unit 30	0.05
09/07/2024 16:00:00	09/08/2024 08:30:00	DAYBOOK	8600		16.50
09/08/2024 08:30:00	09/09/2024 08:30:00	DAYBOOK	8600		24.00
09/08/2024 10:12:00	09/08/2024 10:34:00	INCIDENT	E8668	Incident 2024-219 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 2884 San Pablo DR	0.37
09/09/2024 16:00:00	09/10/2024 08:30:00	DAYBOOK	8600		16.50
09/10/2024 08:30:00	09/11/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/10/2024 18:00:00	09/10/2024 22:00:00	DAYBOOK		Firefighter Training: Ropes & Knots Lead Instructor: Rojas, Robert	4.00
09/10/2024 21:23:00	09/10/2024 21:39:00	INCIDENT	8600	Incident 2024-220 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 345 9th ST	0.27
09/10/2024 22:03:00	09/10/2024 22:11:00	INCIDENT	8600	Incident 2024-221 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1440 K ST	0.13
09/11/2024 08:30:00	09/12/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/11/2024 14:00:00	09/11/2024 18:30:00	DAYBOOK	SMF 1	Blood Drive	4.50
09/11/2024 18:30:00	09/11/2024 20:00:00	DAYBOOK	SMF 1	Groundbreaking for THU	1.50
09/11/2024 22:12:00	09/11/2024 22:28:00	INCIDENT	8600	Incident 2024-222 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 540 16th ST	0.27
09/12/2024 08:30:00	09/13/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/13/2024 08:30:00	09/13/2024 12:00:00	DAYBOOK	SMF 1		3.50
09/15/2024 00:00:00	09/16/2024 08:30:00	DAYBOOK	8600		32.50
09/16/2024 08:30:00	09/17/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/16/2024 19:47:00	09/16/2024 20:13:00	INCIDENT	E8668	Incident 2024-224 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1940 San Buenaventura WAY	0.43
09/16/2024 22:28:00	09/16/2024 22:49:00	INCIDENT	8600	Incident 2024-225 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1400 Mission ST	0.35
09/17/2024 08:30:00	09/18/2024 08:30:00	DAYBOOK	SMF 1		24.00

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.



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Doc Id: 1514

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START	END	LOG TYPE	APPARATUS	NOTES	HOURS
09/17/2024 18:00:00	09/17/2024 22:00:00	DAYBOOK		EMS : EMS Lead Instructor: Navarro, Wyatt P	4.00
09/18/2024 08:30:00	09/19/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/18/2024 20:31:00	09/18/2024 21:00:00	INCIDENT	8600	Incident 2024-226 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1141 Mission ST	0.48
09/19/2024 08:30:00	09/20/2024 09:00:00	DAYBOOK	SMF 1		24.50
09/19/2024 09:00:00	09/19/2024 11:30:00	DAYBOOK	P8651	Chipping at the Mission	2.50
09/19/2024 15:11:00	09/19/2024 15:35:00	INCIDENT	E8668	Incident 2024-227 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1415 Verde PL	0.40
09/20/2024 08:30:00	09/21/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/20/2024 15:29:00	09/20/2024 15:37:00	INCIDENT	E8668	Incident 2024-228 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1100 BLK L ST	0.13
09/21/2024 14:00:00	09/22/2024 06:00:00	DAYBOOK	8600		16.00
09/22/2024 02:10:00	09/22/2024 03:07:00	INCIDENT	8600	Incident 2024-229 - Motor vehicle accident with no injuries.: Apparatus 8600 responded to 1148 Wimmer WAY	0.95
09/22/2024 14:30:00	09/23/2024 08:30:00	DAYBOOK	8600		18.00
09/23/2024 08:30:00	09/23/2024 17:00:00	DAYBOOK	8600	Instructor 1 Paso City Fire	8.50
09/23/2024 08:30:00	09/24/2024 08:30:00	DAYBOOK	8600		24.00
09/23/2024 15:13:00	09/23/2024 15:42:00	INCIDENT	E8668	Incident 2024-230 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 983 Makewe AVE	0.48
09/24/2024 07:13:00	09/24/2024 07:37:00	INCIDENT	8600	Incident 2024-231 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 254 13th ST	0.40
09/24/2024 08:30:00	09/24/2024 17:00:00	DAYBOOK	8600	Instructor 1	8.50
09/24/2024 08:30:00	09/25/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/25/2024 00:04:00	09/25/2024 00:54:00	INCIDENT	E8668	Incident 2024-232 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1887 Mission ST	0.83
09/25/2024 08:30:00	09/25/2024 17:00:00	DAYBOOK	8600	Instructor 1 Paso Fire	8.50
09/25/2024 08:30:00	09/26/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/25/2024 19:00:00	09/25/2024 21:30:00	DAYBOOK	8600	SMAC Meeting	2.50
09/27/2024 02:06:00	09/27/2024 02:26:00	INCIDENT	E8668	Incident 2024-233 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1598 L ST	0.33
09/27/2024 08:28:00	09/27/2024 09:04:00	INCIDENT	8600	Incident 2024-234 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 670 Benedict ST	0.60
09/27/2024 08:30:00	09/28/2024 08:30:00	DAYBOOK	SMF 1		24.00
09/28/2024 17:00:00	09/29/2024 07:30:00	DAYBOOK	8600		14.50
09/28/2024 17:20:00	09/28/2024 17:28:00	INCIDENT	8600	Incident 2024-235 - Smoke scare, odor of smoke: Apparatus 8600 responded to 1097 Mission ST	0.13
09/29/2024 00:23:00	09/29/2024 00:27:00	INCIDENT	E8668	Incident 2024-236 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1185 Mission ST	0.07
09/29/2024 13:30:00	09/30/2024 08:30:00	DAYBOOK	8600		19.00
09/30/2024 08:30:00	10/01/2024 08:30:00	DAYBOOK	SMF 1		24.00
Total Hours for: Young, Scott P					677.17
Total of all Personnel Hours					677.17

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.



San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 9:55:11 AM



Effective Response Force Times by Incident for Date Range

Agencies On Scene: All Agencies | Census Tract(s): All Census Tracts | Cities: All Cities | Map Page(s): All Map Pages | Mutual Aid: All Types and None | Primary Action (s) Taken: All Codes | Property Use(s): All Types and None | Response Mode(s): All Response Modes | Shift(s): All Shifts | Zone(s): All Zones | Incident Type(s): All Incident Types | Station(s): All Stations | Complaints Reported by Dispatch: All Complaints Reported by Dispatch | Start Date: 09/01/2024 | End Date: 09/30/2024

Incident Date	Incident #	Losses - Property	Losses - Contents	Alarm Time	Total Personnel - Effective Response	First On Scene Apparatus	Last On Scene Apparatus	Earliest Turnout	Call Processing Time	First Unit Total Response Time	First Unit Travel Time	Total Travel Time Effective Response	Total Response Time Effective Response
09/02/2024	2024-211	0	0	09:45:00	1	E8668	E8668	05:00	00:00	00:08:00	00:03:00	00:03:00	00:08:00
09/02/2024	2024-212	0	0	13:07:00	2	E8668	E8668	04:00	00:00	00:07:00	00:03:00	00:03:00	00:07:00
09/04/2024	2024-213	0	0	10:34:00	4	E8668	E8668	00:00	00:00	00:00:00	00:00:00	00:00:00	00:00:00
09/04/2024	2024-214	0	0	12:55:00	4	E8668	E8668	01:00	00:00	00:08:00	00:07:00	00:07:00	00:08:00
09/05/2024	2024-215	0	0	05:14:00	1	8600	8600	06:00	00:00	00:16:00	00:10:00	00:10:00	00:16:00
09/06/2024	2024-216	0	0	18:36:00	2	E8696	E8696	02:00	00:00	00:10:00	00:08:00	00:08:00	00:10:00
09/08/2024	2024-219	0	0	10:12:00	2	E8668	E8668	04:00	00:00	00:08:00	00:04:00	00:04:00	00:08:00
09/10/2024	2024-220	0	0	21:23:00	5	E8668	E8668	04:00	00:00	00:05:00	00:01:00	00:01:00	00:05:00
09/10/2024	2024-221	0	0	22:01:00	4	E8668	E8668	00:00	00:00	00:06:00	00:02:00	00:04:00	00:06:00
09/14/2024	2024-223	0	0	14:42:00	2	E8668	E8668	05:00	00:00	00:06:00	00:01:00	00:01:00	00:06:00
09/16/2024	2024-224	0	0	19:47:00	3	E8668	E8668	04:00	00:00	00:07:00	00:03:00	00:03:00	00:07:00
09/16/2024	2024-225	0	0	22:28:00	3	8600	8600	02:00	00:00	00:06:00	00:04:00	00:04:00	00:06:00
09/18/2024	2024-226	0	0	20:31:00	3	8600	8600	02:00	00:00	00:05:00	00:03:00	00:03:00	00:05:00
09/19/2024	2024-227	0	0	15:11:00	3	E8668	E8668	01:00	00:00	00:04:00	00:03:00	00:03:00	00:04:00
09/20/2024	2024-228	0	0	15:29:00	1	E8668	E8668	01:00	00:00	00:03:00	00:02:00	00:02:00	00:03:00
09/22/2024	2024-229	0	0	02:10:00	1	8600	8600	03:00	00:00	00:09:00	00:06:00	00:06:00	00:09:00
09/23/2024	2024-230	0	0	15:13:00	4	E8668	E8668	01:00	00:00	00:04:00	00:03:00	00:03:00	00:04:00
09/24/2024	2024-231	0	0	07:13:00	3	E8668	E8668	02:00	00:00	00:04:00	00:02:00	00:02:00	00:04:00
09/25/2024	2024-232	0	0	00:04:00	2	E8668	E8668	05:00	00:00	00:08:00	00:03:00	00:03:00	00:08:00
09/27/2024	2024-233	0	0	02:06:00	3	E8668	E8668	05:00	00:00	00:07:00	00:02:00	00:02:00	00:07:00
09/27/2024	2024-234	0	0	08:28:00	4	8600	E8668	03:00	00:00	00:07:00	00:04:00	00:05:00	00:08:00
09/28/2024	2024-235	0	0	17:20:00	2	8600	8600	03:00	00:00	00:05:00	00:02:00	00:02:00	00:05:00

This is a custom report. Only Reviewed Incidents are included. Cancelled Apparatus are excluded. Only apparatus and personnel from the earliest Dispatch Time are included in this report. Travel Time is Enroute Time to Arrive Time. Total Travel Time for the Effective Response Force (ERF) is the difference between the apparatus with the earliest Enroute Time and the apparatus with the last Arrived Time. Total Travel Time for the ERF is calculated from units that were part of the earliest Dispatch Time. Total Response Time for the ERF is earliest Alarm Time to the last Arrive Time.



San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 9:56:11 AM



Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
Zone: AAS - Auto Aid South					
2024-216	111	09/06/2024	Reviewed	6625 Benton RD	E8696
2024-218	321	09/07/2024	Reviewed	6715 Monterey RD	E8668
AAS - Auto Aid South Incidents: 2					
Zone: CBMHP - Casa Blanca Mobile Home Park					
2024-217	321	09/06/2024	Reviewed	560 12th ST	E8696
CBMHP - Casa Blanca Mobile Home Park Incidents: 1					
Zone: CSD - CSD Limits					
2024-220	321	09/10/2024	Reviewed	345 9th ST	8600, E8668
2024-221	321	09/10/2024	Reviewed	1440 K ST	8600, E8668
2024-223	321	09/14/2024	Reviewed	1100 L ST	E8668
2024-225	321	09/16/2024	Reviewed	1400 Mission ST	8600, E8668
2024-226	321	09/18/2024	Reviewed	1141 Mission ST	8600, E8668
2024-228	321	09/20/2024	Reviewed	1100 BLK L ST	E8668
2024-229	324	09/22/2024	Reviewed	1148 Wimmer WAY	8600
2024-231	321	09/24/2024	Reviewed	254 13th ST	8600, E8668
2024-232	321	09/25/2024	Reviewed	1887 Mission ST	E8668
2024-233	321	09/27/2024	Reviewed	1598 L ST	E8668
2024-235	651	09/28/2024	Reviewed	1097 Mission ST	8600, E8668
2024-236	321	09/29/2024	Reviewed	1185 Mission ST	E8668
CSD - CSD Limits Incidents: 12					
Zone: MAS - Mutual Aide South					
2024-215	321	09/05/2024	Reviewed	1940 San Marcos RD	8600
MAS - Mutual Aide South Incidents: 1					
Zone: MH - Mission Heights					
2024-214	321	09/04/2024	Reviewed	8525 Magdalena DR	E8668
2024-224	321	09/16/2024	Reviewed	1940 San Buenavenaventura WAY	E8668
MH - Mission Heights Incidents: 2					
Zone: MM - Mission Meadows					
2024-211	321	09/02/2024	Reviewed	670 Benedict ST	E8668
2024-212	321	09/02/2024	Reviewed	670 Benidect ST	E8668
2024-222	321	09/11/2024	Reviewed	540 16th ST	8600, E8668
2024-227	321	09/19/2024	Reviewed	1415 Verde PL	E8668
2024-234	321	09/27/2024	Reviewed	670 Benedict ST	8600, E8668
MM - Mission Meadows Incidents: 5					

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



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Zone: PSHH - Peoples Self Help Housing					
2024-230	321	09/23/2024	Reviewed	983 Makewe AVE	E8668
PSHH - Peoples Self Help Housing Incidents: 1					
Zone: SMF - San Miguel Fire					
2024-213	321	09/04/2024	Reviewed	1150 Mission ST	E8668
SMF - San Miguel Fire Incidents: 1					
Zone: Ter - San Lawerance Terrace					
2024-219	321	09/08/2024	Reviewed	2884 San Pablo DR	E8668
Ter - San Lawerance Terrace Incidents: 1					

Total Incidents: 26

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



San Miguel Fire Department

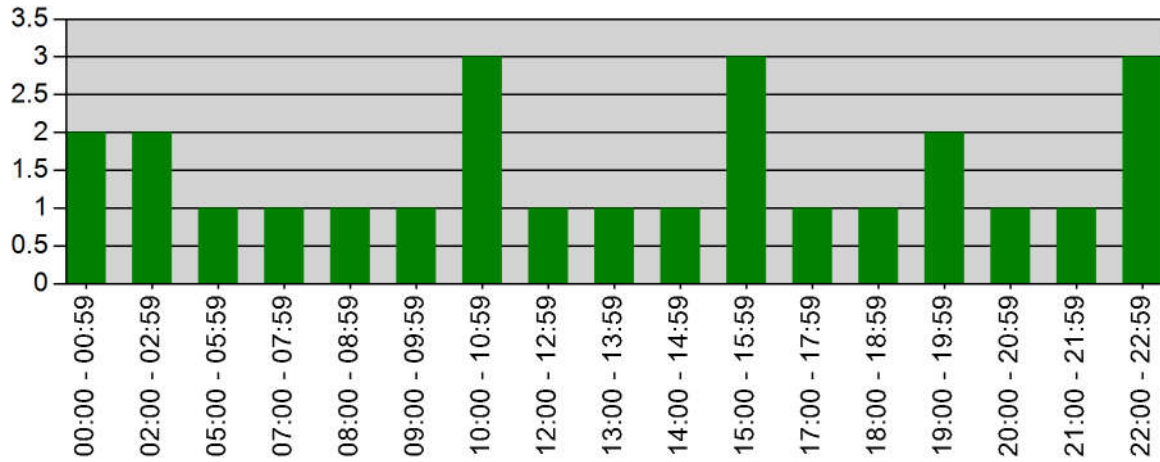
San Miguel, CA

This report was generated on 10/15/2024 9:57:18 AM



Incidents by Hour for Zone for Date Range

Zone: All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024



TIME	COUNT
00:00 - 00:59	2
02:00 - 02:59	2
05:00 - 05:59	1
07:00 - 07:59	1
08:00 - 08:59	1
09:00 - 09:59	1
10:00 - 10:59	3
12:00 - 12:59	1
13:00 - 13:59	1
14:00 - 14:59	1
15:00 - 15:59	3
17:00 - 17:59	1
18:00 - 18:59	1
19:00 - 19:59	2
20:00 - 20:59	1
21:00 - 21:59	1
22:00 - 22:59	3

Only REVIEWED incidents included



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Doc Id: 9

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San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 9:58:13 AM



Average (Dispatch-Turnout-Response) Times per Zone per Major Incident Type

Start Incident Type: 100 | End Incident Type: 911 | Zone: All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAS - Auto Aid South					
Fires					
	Lights and Sirens	8:00	0:00	2:00	10:00
Zone: CSD - CSD Limits					
Rescue & Emergency Medical Service					
	Lights and Sirens	2:30	0:00	3:23	5:53
	No Lights or Sirens	4:00	0:00	2:00	6:00
Good Intent Call					
	Lights and Sirens	2:00	0:00	3:00	5:00
Zone: MAS - Mutual Aide South					
Rescue & Emergency Medical Service					
	Lights and Sirens	10:00	0:00	6:00	16:00
Zone: MH - Mission Heights					
Rescue & Emergency Medical Service					
	Initial No Lights or Sirens, Upgraded to Lights and Sirens	7:00	0:00	1:00	8:00
	Lights and Sirens	3:00	0:00	4:00	7:00
Zone: MM - Mission Meadows					
Rescue & Emergency Medical Service					
	Initial Lights and Sirens, Downgraded to No Lights or Sirens	3:00	0:00	4:00	7:00
	Lights and Sirens	3:20	0:00	3:00	6:20
Zone: PSHH - Peoples Self Help Housing					
Rescue & Emergency Medical Service					
	Lights and Sirens	3:00	0:00	1:00	4:00
Zone: SMF - San Miguel Fire					
Rescue & Emergency Medical Service					
	Lights and Sirens	0:00	0:00	0:00	0:00
Zone: Ter - San Laverance Terrace					
Rescue & Emergency Medical Service					
	No Lights or Sirens	4:00	0:00	4:00	8:00

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 10:08:48 AM



Average Number of Responding Personnel per Incident Type for Date Range

StartDate: 09/01/2024 | EndDate: 09/30/2024

INCIDENT TYPE	AVG. # PERSONNEL
111 - Building fire	2
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	2
651 - Smoke scare, odor of smoke	2

Reviewed Incidents only.



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San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 10:10:52 AM



Incident Count by Weekday and Hour for Zone for Shift for Date Range

Personnel: All Personnel | Shift(s): All Shifts | Zone: All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	1	0	0	1	0	0	0
01:00	0	0	0	0	0	0	0
02:00	1	0	0	0	0	1	0
03:00	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0
05:00	0	0	0	0	1	0	0
06:00	0	0	0	0	0	0	0
07:00	0	0	1	0	0	0	0
08:00	0	0	0	0	0	1	0
09:00	0	1	0	0	0	0	0
10:00	1	0	0	1	0	0	1
11:00	0	0	0	0	0	0	0
12:00	0	0	0	1	0	0	0
13:00	0	1	0	0	0	0	0
14:00	0	0	0	0	0	0	1
15:00	0	1	0	0	1	1	0
16:00	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	1
18:00	0	0	0	0	0	1	0
19:00	0	1	0	0	0	1	0
20:00	0	0	0	1	0	0	0
21:00	0	0	1	0	0	0	0
22:00	0	1	1	1	0	0	0
23:00	0	0	0	0	0	0	0
Total Responses for Day	3	5	3	5	2	5	3
% of Responses for Day	33.33%	20.00%	33.33%	20.00%	50.00%	20.00%	33.33%
% of Responses for Week	11.54%	19.23%	11.54%	19.23%	7.69%	19.23%	11.54%

Hour	Total per Hour	Percent
00:00	2	7.69%
01:00	0	0.00%
02:00	2	7.69%
03:00	0	0.00%
04:00	0	0.00%
05:00	1	3.85%
06:00	0	0.00%
07:00	1	3.85%
08:00	1	3.85%
09:00	1	3.85%
10:00	3	11.54%
11:00	0	0.00%
12:00	1	3.85%
13:00	1	3.85%
14:00	1	3.85%
15:00	3	11.54%
16:00	0	0.00%
17:00	1	3.85%
18:00	1	3.85%
19:00	2	7.69%
20:00	1	3.85%
21:00	1	3.85%
22:00	3	11.54%
23:00	0	0.00%
Total	26	100.00%

Incident Count by Weekday and Hour for Zone, for Shift and Date Range. Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Maximum call volumes for each day are shown with a RED background, and maximum call volumes for each hour are shown with a BLUE background. "% of Responses for Day" indicates the maximum hourly call volume as percentage of total calls for the day of the week. "% of Responses for Week" indicates the total number of calls for the day of the week as a percentage of total calls.

San Miguel Fire Department

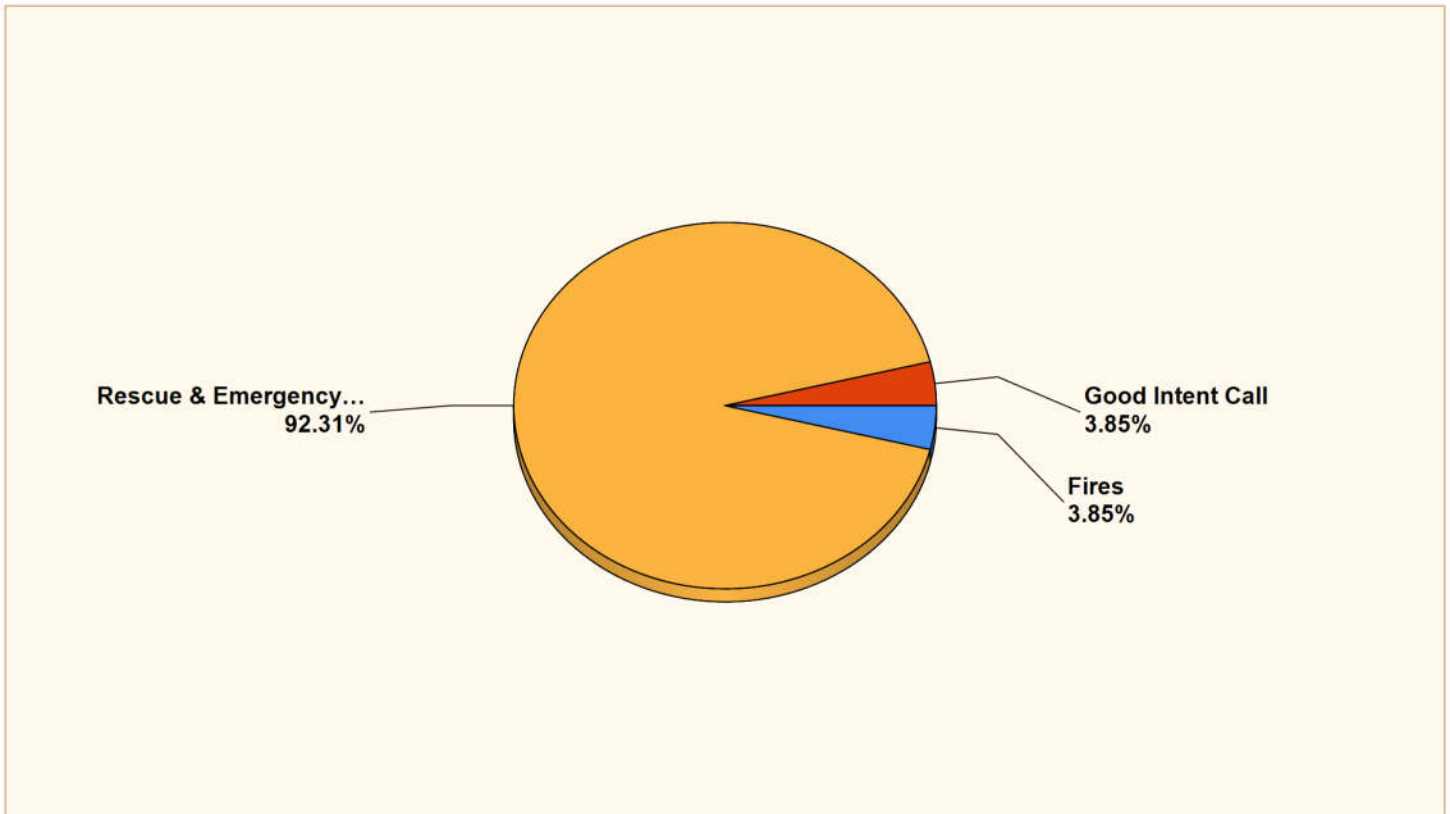
San Miguel, CA

This report was generated on 10/15/2024 10:11:59 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	3.85%
Rescue & Emergency Medical Service	24	92.31%
Good Intent Call	1	3.85%
TOTAL	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	3.85%
321 - EMS call, excluding vehicle accident with injury	23	88.46%
324 - Motor vehicle accident with no injuries.	1	3.85%
651 - Smoke scare, odor of smoke	1	3.85%
TOTAL INCIDENTS:	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



San Miguel Fire Department

San Miguel, CA

This report was generated on 10/15/2024 2:56:38 PM



Incident Count per Location Type per Zone per Address for Date Range

StartDate: 09/01/2024 | EndDate: 09/30/2024

LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
Home/Residence			
	AAS - Auto Aid South		
		6715 Monterey RD Paso Robles (CCD), CA	1
	CBMHP - Casa Blanca Mobile Home Park		
		560 12th ST Unit 30 San Miguel, CA	1
	CSD - CSD Limits		
		1097 Mission ST San Miguel, CA	1
		1100 BLK L ST San Miguel, CA	1
		1598 L ST San Miguel, CA	1
		1887 Mission ST San Miguel, CA	1
		345 9th ST San Miguel, CA	1
	MAS - Mutual Aide South		
		1940 San Marcos RD Paso Robles (CCD), CA	1
	MH - Mission Heights		
		1940 San Buenavenaventura WAY San Miguel, CA	1
		8525 Magdalena DR San Miguel, CA	1
	MM - Mission Meadows		
		1415 Verde PL San Miguel, CA	1
		540 16th ST San Miguel, CA	1
		670 Benedict ST San Miguel, CA	2
		670 Benidect ST San Miguel, CA	1
	PSHH - Peoples Self Help Housing		
		983 Makewe AVE San Miguel, CA	1

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



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LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
Home/Residence			
	Ter - San Laverance Terrace		
		2884 San Pablo DR San Miguel, CA	1
Total for Location Type:			17
Other Location			
	AAS - Auto Aid South		
		6625 Benton RD Paso Robles (CCD), CA	1
	CSD - CSD Limits		
		1141 Mission ST San Miguel, CA	1
Total for Location Type:			2
Public Building (schools, gov. offices)			
	SMF - San Miguel Fire		
		1150 Mission ST San Miguel, CA	1
Total for Location Type:			1
Street or Highway			
	CSD - CSD Limits		
		1100 L ST / 300 11th Street, San Miguel, CA (Intersection)	1
		1148 Wimmer WAY San Miguel, CA	1
		1400 Mission ST / 400 River Road, San Miguel, CA (Intersection)	1
		1440 K ST San Miguel, CA	1
		254 13th ST San Miguel, CA	1
Total for Location Type:			5
Trade or service (business, bars, restaurants, etc)			
	CSD - CSD Limits		
		1185 Mission ST San Luis Obispo, CA	1
Total for Location Type:			1

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 9.1

SUBJECT: 9-26-2024 Draft San Miguel CSD/GSA Board of Directors meeting minutes

SUGGESTED ACTION: Receive and file

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Tamara Parent



**SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR &
GROUNDWATER SUSTAINABILITY AGENCY**

Rod Smiley, President Raynette Gregory, Vice-President
Berkley Baker, Director Anthony Kalvans, Director Owen Davis, Director

**REGULAR BOARD OF DIRECTORS & GROUNDWATER SUSTAINABILITY AGENCY
MINUTES**

**6:00 P.M. Opened Session
SMCSD Boardroom 09-26-2024**

1. **Call to Order:**
At: 6:01 PM
2. **Roll Call:** *Rod Smiley, Raynette Gregory, Owen Davis, Berkley Baker*
ABSENT: *Anthony Kalvans*
3. **Approval of Regular Meeting Agenda:**
Director Smiley asked to move item 6 Special Presentations/Public Hearings/Other to San Miguel Community Services District Groundwater Sustainability Agency portion of the agenda.
Consensus of the Board it to move item.
4. **Pledge of Allegiance:**
Lead by Director Smiley
5. **Public Comment and Communications for items not on the agenda:**
None
6. **Special Presentations/Public Hearings/Other:**
 1. **20 minute presentation on the background of the PBCC and groundwater basin by Greg Grewal and Murray Powell**
Receive presentation.
Item moved to Groundwater Sustainability Agency Agenda at 8:08 P.M.
Greg Grewal a Creston resident and Murray Powell a Templeton resident presented background about the Paso Robles Groundwater Basin for Board consideration.
Murray Powell a Templeton resident thanked the Board for the time, and asked if all the Directors have received the current PBCC meeting Board Packet, and gave handout to Clerk for disbursement. General Manager Kelly Dodds explained that all of the PBCC Board Packets are emailed to the Board of Directors via their District emails.
Mr. Powell spoke about the MOA; the governing document and that he feels that it is not being followed, and spoke about the County Board of Supervisors (BOS) adopting the original budget, expenditures, and the County becoming the contracting agency. Mr.

Powell also discussed the lack of public outreach, RFP for the rate study, and who was voting for these items.

Greg Grewal a Creston resident thanked the Board for allowing time for this discussion. Mr. Grewal discussed the there are five Groundwater Sustainability Agencies (GSA), and explained that he feels that there are two illegal GSA's participating in the PBCC and gave background on the two GSA's and why he feels that they should not be a GSA. Mr. Grewal discussed the 2024 Agricultural report and that there is an excess of grapes, and that grapes beat out strawberries this year. Mr. Grewal spoke about de minimis users being charged through the proposed rate study, the failed AB2453 and that the County Board of Supervisor, Bruce Gibson was on the LAFCo Board at the time of the approval of the two GSA's and was the applicant for AB2453. Mr. Grewal gave his thoughts on the background of the Paso Basin and feels that there is a group of the same people that are only looking at padding their pockets and not what benefits the Basin as a whole.

7. Non- District Reports:

Public Comment: None

1. San Luis Obispo County Organizations

Verbal/Report

Commander Manuele Sheriff North Station gave report on calls for service for August 2024. San Miguel's calls where up by 5%. There where 7 calls for service for assault and battery, one person was arrested for battery and one for vandalism to a vehicle. No burglary, or phone scams for August.

Board Comment: None

Public Comment: None

2. Community Service Organizations

Verbal

Scott Young President of the San Miguel Firefighters Association (SMFA) explained that they are focusing on the Christmas Parade and are looking for toy donations. The San Miguel Blood Drive was a success and was able to collect around 30 pints of blood.

Board Comment: None

Public Comment: None

3. Camp Roberts—Army National Guard

Verbal

None

8. Staff & Committee Reports - Receive & File:

1. General Manager

Receive report

General Manager Kelly Dodds provided an update on the Fall Community Clean-Up that was held on September 20th & 21st at the San Miguel Senior Center. Thanking San Miguel Garbage, IWMA, and Bye-Bye Mattresses for participating. Over the two days San Miguel CSD was able to divert waste of 32 Mattresses, half a dump trailer of electronics, three full trash roll-offs, and two full metal roll-offs. The San Miguel Senior Center had a representative there talking to community members about joining. There was also a representative from Science Discovery (who works for IWMA) there talking about recycling and handed out 60 food waste recycling containers.

Board Comment: Director Gregory asked if the Fall Clean-up was just for San Miguel residents? General Manager Kelly Dodds explained that it was only advertised for San Miguel residents.

Public Comment: None

2. District Counsel

Receive verbal report

District General Counsel Pritchard, had nothing to report.

Board Comment: None

Public Comment: None

3. District Utilities

Receive and file

Item presented by General Manager Kelly Dodds submitted report as written.

Board Comment: Director Gregory asked about the increase in pass due water and sewer accounts, and asked for an update on the Household Hazardous Waste Facility (HHWF). General Manager Kelly Dodds provided comments on the past due accounts and explained that that he had met with Clean Earth, the company that works with San Luis Obispo County Integrated Waste Management Authority (IWMA) for the HHWF and is working through the permitting process at this time.

Director Davis asked about what kind of storage would be used for the San Miguel HHWF? General Manager Kelly Dodds explained that Clean Earth would be providing a "seatrain" specially designed for protecting the environment from the hazardous waste. Clean Earth will be staffing the HHWF with people that have been trained to accept the waste materials when opened.

Director Davis asked if it would be costing the District any money? Mr. Dodds explained that it should not cost the District any money, unless the District elects to have staff collect the material on off days, also the District would be providing an area to the HHWF seatrain. Discussion ensued.

Director Davis voiced that he does not think it is a good idea and does not want San Miguel to become a dumping site for the rest of the county.

General Manager Kelly Dodds explained that he understands that Director Davis does not want San Miguel to become a dumping site. But expressed that it already is by people dumping all over town and the hope is to divert the waste from being just dumped on the road by having a place that people can bring it to, so that it can be properly disposed of. The success of the Mattress recycling was discussed.

Director Davis expressed that there are lots of places in the County to take paint, oil, and chemicals.

Director Gregory disagreed and explained that if the waste does not have a label on it, it will not be taken through the "take back" program. Director Gregory expressed that San Miguel would be cleaner, because we would be getting that waste out of the District and depositing of it properly.

Director Gregory voiced being in favor of the HHWF.

Director Smiley spoke about the new label rules and is in favor of the HHWF.

Public Comment: None

4. Fire Chief Report

Receive and File

Fire Chief Scott Young submitted report as written and asked for any questions. Chief Young thanked Commander Manuele for being visible at the San Miguel Cruse Night, and

feels that there were less calls due to the presence of the Sheriff Department.

Board Comment: Director Smiley asked about the work being done at the Mission. Chief Young explained that the Firefighters helped remove a large accumulation of brush. Chief Young also spoke about working with the Mission to upgrade some of the Fire alarms.

Public Comment: None

9. Consent Calendar:

Director Davis asked to have item 9.2 pulled for discussion.

1. 8-22-2024 Draft San Miguel CSD Board of Directors meeting minutes

Receive and file

Motion By: Berkley Baker

Second By: Raynette Gregory

Motion: To Approve Item 9.1

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Owen Davis	X			
Anthony Kalvans				X

2. 2024 Volunteer Fire Assistance Grant (VFA) acceptance RESOLUTION 2024-43

Approve RESOLUTION 2024-43 authorizing the Fire Chief to accept the 2024 Volunteer Fire Assistance Grant (VFA) award agreement number 7GF24315 from Cal Fire in matching grant funding in the amount of **\$19,867.70** for the purchase of equipment as described and approved within the grant application.

Total purchases shall not exceed **\$39,735.40**

Board Comment: Director Davis asked what the funds would be spent on.

Fire Chief Scott Young explained that this is an annual grant that the San Miguel Fire Department applies for and it is used for radios and turn-out gear.

Public Comment: Greg Grewal a Creston resident asked about the "turn-outs" and if they stayed the property of San Miguel Fire.

Director Smiley asked Chief Young to speak about the turn-out gear.

Chief Young explained that all gear is the the property of San Miguel FD, and that they have a 10 year life span. When Firefighters leave we give them their name rocker.

Motion By: Raynette Gregory

Second By: Berkley Baker

Motion: To Approve resolution 2024-43

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Owen Davis		X		

Anthony Kalvans				X
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10. Board Action Items:

1. PARTIAL Monthly Financial Reports for August 2024

Please *Review* the August 2024 SMCSD Financial Reports.

Item was presented by Financial Officer Michelle Hido, August partial financials are pages 69-95. The District is still in the process of finalizing the audit and once the audit is final the financials will be brought back to file.

Board Comment: Director Baker asked about page 90 of the financials, Water Systems Consulting with a total of \$41,000 and asked for clarification on the \$1,097.00 for the Paso Basin Cooperative Community (PBCC). General Manager Kelly Dodds explained that it is what the District uses to account for the District engineer spending time on reviewing or working on things for the District in regards to the PBCC.

Director Baker asked what kind of thing where the District Engineer working on? General Manager Kelly Dodds clarified that it would have to look at that invoice, but explained that the District is billed their hourly rate and if they are reviewing things or attending meetings, this is how we class the expense. Director Baker thanked Mr. Dodds for the clarification.

Director Smiley voiced that he spent around 20 minutes talking to the District Auditor on the phone and went over everything; asking questions. Director Smiley explained that the District Auditor was able to answer all the questions to his satisfaction and had a productive conversation.

Public Comment: Greg Grewal a Creston resident spoke about staff and who "staff" is/was at the PBCC, and voiced to the Board of Directors that they don't know what is being approved or voted on.

2. Establishment of a Wastewater Service approved and waiting list. (Receive and File)

Receive and file the 2024 Wastewater Service approved and waiting list.

Item was presented by General Manager Kelly Dodds, to establish an approved and an unapproved wastewater waiting list. The District has an Ordinance in place since 2019 that allows the District to establish a list and prioritizes different types of services. The list is established through Section 8 of the Ordinance, and the District is at approximately 75% of its Capacity. At this time the projects that are being proposed within the District will exceed our capacity if they are all built. This item proposes to establish a waiting list; approved and waiting for the projects that are known at this time, so those projects can receive service as it becomes available. Page 97 has a copy of the proposed list, there is 164 homes that are currently on the approved list and there are 311 homes on the waiting list. The proposed expansion of the Wastewater Facility will have a capacity of 325,000 gallons a day and would cover all proposed projects. Discussion ensued with clarification that the list is of current projects and that not all will proceed, and new projects will be added as they apply.

Board Comment: Director Gregory asked how the priority list works in regards to connection fees being paid. General Manager Kelly Dodds explained that priority is to the ones that have paid the connection fees; for example Tract 3131 has paid all of their fees, and is listed as approved/approved. The rest of the developments on the approved list have been issued a Will Serve letter and are in process. The others on the wait list have a column

for Will Serve expiration dates. Discussion ensued on those developments and Will Serves. Director Davis voiced that with all the units going across the river, wouldn't it be more feasible to put in another treatment plant on the east-side of the river? General Manager Kelly Dodds explained that when this development was proposed, the feasibility of having another treatment facility was looked into. It was found that the State of California is not willing to permit a new treatment plant within close proximity to an existing treatment plant.

Public Comment: Greg Grewal a Creston resident spoke that he disagreed with not putting a new treatment facility across the river.

Murray Powell a Templeton resident spoke about the District getting close to capacity, and discussed the wait list. Mr. Powell asked if there was a hold on the number of units that are available right now based on the current treatment facility.

Director Smiley asked if General Manager Kelly Dodds could clarify some questions for Mr. Powell.

General Manager Kelly Dodds explained that based on the attached wait list chart, the 164 homes that are proposed on the list can be served with in our current treatment facility capacity. The others on the waiting list would have to wait for the expansion of the treatment facility.

Board Comment: Director Smiley voiced that the City of Paso Robles transports their sewer across the river to the treatment facility, and does not see a reason for another treatment facility.

Greg Grewal a Creston resident spoke out, saying that the City of Paso Robles has been dumps it into the river for the last 135 years.

Consensus of the Board it to receive and file.

3. **Update on the San Miguel Fire Department Temporary Housing Unit (THU)**

Review update on the Temporary Housing Unit by the Fire Chief and review and approve Resolution 2024-44.

Item presented by Scott Young giving an update on the Housing Unit. Chief Young explained that the Permit was issued on August 22, 2024 and that all the items to get to that point are listed in the report on pages 98-100, and building plans are pages 100-121. Chief Young voiced that the building was changed by the County multiple times from signal family residence to essential services, and now is multi-family on the permit. The essential services standards cost a great deal of time and money. The financial impact for design is detailed on pages 121-122. Some of the cost increase was due to the County planning not coming to the preliminary meeting, the impact of curb, gutter, and sidewalk and what it took to get that waived was lengthy and costly. Discussion ensued on design plans and road impact fees. The road impact fees from the County were around \$6,000, with Chief Young explaining that he tried to fight that but in the end had to pay that fee to the County. It was explained that the final payment to pay the balance to Mobile Home Sales, was made.

Director Gregory asked what the move in date was projected to be. Chief Young explained that he is estimating December or January.

Discussion ensued about the "name", and it never being a Substation, and a discussion on Firefighter personnel ensued. The Sheriff's will be having a place in San Miguel and more of a presence in town.

Director Baker asked for clarification with Chief Young stating that the modular home was paid for. Chief Young explained that the last payment to purchase the home from Mobile Home Sales was made through the escrow account from Holman Capital, and on page 131 there is a summary of expenses.

Director Davis spoke about the Fire Department needing an extension on the lease on the property that is not owned by the District, and asked it to be looked into. Chief Young explained that he needs to finish out the lease that is current, but will work on getting a lease extension set up.

Director Gregory asked when the current lease expires. Chief Young confirmed that the lease expires in May of 2025. Director Gregory expressed that the Board would be more comfortable if there was a new lease set up months ahead of time. Chief Young voiced that he would get that done.

Public Comment: Greg Grewal a Creston resident spoke about the cost and the property lease agreement.

4. 10 year Interfund loan between the Street Lighting fund and Fire fund in an amount of \$80,000 by RESOLUTION 2024-44 (approve by 3/5 vote)

Review and approve Resolution 2024-44 authorizing an Interfund loan between Street Lighting and Fire for \$80,000 in order to complete the Temporary Housing Unit.

Item presented by Fire Chief Scott Young explained that this item was to get an interfund loan from the Street Lighting Department to the Fire Department to complete the Temporary Housing Unit (THU). The project was started in 2022 with a loan from Holman Capital in the amount of \$335,763.10 (including interest). Chief Young read the staff report a loud, explaining how the permitting process for the THU led to additional requirements and significant time delays which escalated project costs beyond the original loan amount. If approved this interfund loan will not have any impact on rates or services for the Street Lighting Department. Chief Young discussed the strategic plan and the future expansion of the Fire Department, and is planning on having the THU in place for around five years.

Board Comment: Director Gregory asked about the eucalyptus trees, and asked if the County will be trimming those trees. Chief Young explained the history of the trees and that the trees would be trimmed.

Director Baker asked if he was correct that the Fire Department is planning on expanding the Fire Station in five years, and wanted to know what would be happening in the next five years to get funding for that expansion. Chief Young explained that the Fire Department applied for a FEMA loan to build out an Emergency Operations Center (EOC). With Congressman Panetta's Office and Senator Laird's support, the Fire Department was able to get a grant application on the floor of the House Appropriations Committee for around 1.2 Million, and that those funds would be used for the first phase of the Fire Department expansion for an EOC.

Director Baker asked why the funds were being proposed from Lighting, discussing the funds available to the Fire Department in the financials, and the reserves available. Chief Young provided comments on having reserves when applying for loans or grants.

General Manager Kelly Dodds clarified for the Directors that the Community Bank of Santa Maria is the escrow account for the Holman loan, and that the funds he was looking at in the July Financials was used for the final purchase for the Modular Home.

Director Baker asked about the loan payback terms. Chief Young provided comments and explained that if the Modular Home is ever sold; the loan would be paid off with those funds.

Director Baker voiced that if the Fire Department has money, which he feels that they do, then they should not be taking funds from a different department.

Financial Officer Michelle Hido clarified that Capital Reserves are earmarked for items and that the Operational Reserves, are dictated by the Districts Reserve Policy. Director Baker asked about the Capital Reserves, and that Fire has around \$221,000 and asked if those funds are already committed. Financial Officer explained that part of those funds are for

payments on loans that the Fire Department has, giving examples of the Fire Engine and the Holman Capital loans to make future payments.

Director Baker commented that the current revenues are not enough for the current obligations. Chief Young explained that those reserves are Capital Expenses and are being paid with Capital Funds. Chief Young responded to question of where the Capital Funds came from.

Director Baker asked about the Cambridge investments for around \$99,000 for the Fire Department. General Manager explained that those funds were in a two year CD maturing in May 2026.

Director Davis spoke about modular home depreciation, and explained that he feels that the Fire Department will not get as much as they think when selling after five years of use. Chief Young responded to questions and provided comment on comparable sales.

Public Comment: Greg Grewal a Creston resident spoke about Capital Funds and was not in favor of utilizing the Fire Department staff to go out of town to make payments. Mr. Grewal also spoke about spending "other peoples money" and voiced that modular homes will not resale for much after five years of use.

Director Smiley asked if this item could be tabled to a future meeting. General Manager Kelly Dodds explained that it was up to the Board.

Director Smiley voiced that he would like to table the item to the October meeting. Chief Young explained that he would not be available for the October meeting. General Manager Kelly Dodds asked if Director Smiley wanted to table item "as is" or if any of the Directors would like to see any other information on this item. Director Smiley voiced that he would like it to come back "as is".

General Manager Kelly Dodds asked if any other Director had anything else they would like to see for the item when brought back.

Director Davis voiced that he would like to table the item to the December meeting.

General Manager asked if that would be okay with Director Smiley since he wanted to it tabled to the October meeting. Director Smiley confirmed that he would like to table the item to the October Meeting.

Director Gregory asked if it was necessary to wait for the Fire Chief to return, to continue the discussion.

Director Baker seconded Director Davis wanting to table the item to December 2024 Meeting.

Director Gregory seconded Director Smiley wanting to table the item to the October 2024 Meeting.

District General Counsel explained that this is not a formal motion, and explained that if there are two Directors that want to move this to the next meeting that is where it is going to go.

Director Davis voiced that he had a problem with it being moved to the October Meeting, because he asked to move it to December first.

District General Counsel explained that the Board Handbook states that two directors can put an item on any agenda and right now you have two directors that want to place this on the October agenda and two directors that want to put it on the December agenda.

Director Davis asked for clarification on why it would be out on the October agenda, when he asked first.

General Counsel explained that it could be put on both agendas, but October comes first and recommend that it be put on both.

General Manager asked Director Davis if he wanted some other information to be brought back or why he wanted it on December's agenda.

Director Davis voiced that he did not need any other information, and just wanted it on the

December meeting.
 Discussion ensued about the timeline and agenda policy.
 Item will be placed on the October and December agendas.

Motion By: Raynette Gregory

Second By: Rod Smiley

Motion: To Approve Resolution 2024-44

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Berkley Baker		X		
Owen Davis		X		
Anthony Kalvans				X

5. Review and approve changes to the Board Handbook. (RESOLUTION 2024-45)

Review and approve RESOLUTION 2024-45 adopting changes to the Board Handbook. Item was presented by District General Counsel Pritchard two changes to Board Handbook, due to direction given to staff at the last Board Meeting. The first change was to add page numbers to the public agendas, and the second item is adding a policy relating to Board Member reprimand.

Board Comment: Director Baker asked about the redline version.

Director Gregory asked questions on reprimand policy. Counsel explained that it is the first review, and wanted to have the Directors review the changes. Discussion on the policy ensued.

Director Gregory explained that she would need a redline.

General Manager Kelly Dodds explained that the file was mistakenly converted, and the redline did not show. Recommending that the item be tabled to the next meeting for a redline version of the Handbook changes.

Public Comment: Greg Grewal a Creston resident spoke about wanting to have a projector for the public to follow along, and did not understand what was being changed.

Motion By: Owen Davis

Second By: Berkley Baker

Motion: To Table Resolution 2024-45 to October 24th with an attached redline version

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Owen Davis	X			
Anthony Kalvans				X

6. Accept Rose Foundation Grant for \$47,000 (Resolution 2024-46)

Authorize the General Manager to accept and manage a grant award from the Rose

Foundation to the District in an amount of \$47,000.

Item was presented by General Manager Kelly Dodds explaining that the District applied to the Rose Foundation for the San Miguel CSD Drought Related Water Supply Resiliency Project - Monitoring Improvements. This project will enable the District to install additional metering and real time well monitoring equipment throughout the Districts water system, including wells. It was explained that there is no out of pocket cost to the District.

Board Comment: Director Gregory asked about the Rose Foundation and if there were any other strings attached to this grant. General Manager explained that per the Rose Foundation website the Rose Foundation is a charity foundation honoring the legacy of Rose Ratner, a Chicago Community Activist. The Rose Foundation interconnects environmental stewardship, community investment and consumer protection.

Director Gregory asked who is going to received the data collected? General Manager Kelly Dodds explained that the data will be the Districts, but that the Rose Foundation will want to make sure that what the District put in is working.

Discussion ensued about the data providing more real time data on the District well levels and what the wells are doing. The District will share that data with the Paso Basin.

Director Gregory asked if the monitoring will only be for the District wells and not private wells. General Manager Kelly Dodds explained that to start; it will be for the three District wells and the two monitoring wells at the Wastewater Treatment Plant. Once the airport property is developed those wells will be added, because they will be district wells.

Director Baker asked what precisely will the District be monitoring? General Manager Kelly Dodds explained that two things will be monitored; the amount of water pumped to the system and the amount of water that is pumped to waste. Flows will be able to be monitored in real time for the District.

Director Baker asked about installation. General Manager Kelly Dodds explained that the grants funds will pay for the time that we will need a consultant to integrate it, but that the general installation will be preformed by District staff.

Director Baker asked if the public would have access to this information. General Manager Kelly Dodds explained that decision would be up to the Board, but that the information would be provided to the Paso Basin Cooperative Committee (PBCC).

Discussion ensued clarifying that this grant was not a matching grant.

Director Davis asked for clarification on if the District was already monitoring these wells, since there is information provided in the monthly reports. General Manager Kelly Dodds explained that the District staff goes out monthly to gather that data manually, and clarified that this will provide the equipment to have real time data, twenty-four hours a day.

Public Comment: Murray Powell a Templeton resident asked about the number of wells this will be applied to and if the information will be made available to the General Monitoring Group for the Paso Basin.

Greg Grewal a Creston resident spoke about being on the technical advisory committee for the expanded monitoring over the Paso Robles Basin and spoke about water levels through out the community.

Director Smiley asked if Mr. Dodds would clarify for the public.

General Manager Kelly Dodds explained that the grant would cover all three District wells with both flow meters and well sounding equipment. The equipment being installed works with the Districts systems, but is not the same as the County monitoring equipment. The data that we collect today is used at the County as part of their well monitoring, and clarified that this data will not be available to the County 24 hours a day, but will be available to the PBCC via Excel or other format that they can download into their system.

Motion By: Berkley Baker

Second By: Raynette Gregory

Motion: To Approve Resolution 2024-46

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Owen Davis	X			
Anthony Kalvans				X

Adjourn to the San Miguel Community Services District Groundwater Sustainability Agency (GSA):

At: 8:07 PM

11. GSA Board Action Items:

1. Update from September 25, 2024 Paso Basin Cooperative Committee meeting

Discuss action taken at recent PBCC meeting.

No action to be taken at this time. Direction may be given to the General Manager to agendaize for a future meeting.

Director Baker gave an update to the San Miguel Groundwater Sustainability Agency Board of Directors. Director Baker explained that he has been shocked on how this has evolved and the cost associated with it. The cost being proposed in the next five years is around 15 Million to 45 Million and the discussion at the Paso Basin Cooperative Committee (PBCC) meeting was how it was going to be paid for. The proposal is to pay for this is through the Prop 218 process for a rate study and explained that the discussion at the PBCC is just at the beginning with most of the funds going to administrative costs. The other thing discussed at the meeting was the MILR project and that an RFP (Request For Proposal) was approved by "staff" and explained that he would like the General Manager as part of the PBCC staff to bring information for discussion. General Manager Kelly Dodds explained that just like the regular CSD RFP's the district staff develop an RFP then the RFP is brought to the Board for review and determine whether or not the Board is comfortable with sending that out for proposals. The way that the PBCC is working when they send out an RFP; per County policy they're asking for the PBCC Board approval to send out the RFP and also to award the contract based on that RFP. General Manager Kelly Dodds clarified that the PBCC Board reviewed the RFP before it went out several months ago, bids were received and the San Miguel's District Engineer, and himself both reviewed the three proposals that were provided. The District's engineer Mr. Reynolds participated in the interviews, and both agreed. At the September 25th PBCC meeting the proposal came back to the PBCC board for approval of the contract, per the County's policies. Mr. Dodds explained that he agreed that there needs to be more interaction, but part of that interaction needs to be that the SMGSA Board needs to read the information and ask questions about that information. Discussion ensued about how the PBCC will evolve in the future, and how the County works as the contracting agency within their policies.

Board Comment: Director Gregory asked about the RFP for the MILR program. General Manager explained that the RFP for the MILR program was to develop the MILR program. Discussion ensued on the MILR program process.

Director Gregory voiced that it feels like it has become a big money grab.

Director Baker voiced that he feels like it has become just a big bureaucracy and is just eating up money, with the farmers taking the brunt of it all.

Director Gregory asked if the mechanism was discussed on how they're going to monitor the water through the MILR Program.

Director Baker explained that they have decided to use Evapotranspiration (ET) to satellite vineyards and it can figure out how much water you are using by what is evaporated off your soil. Discussion ensued on the MILR program, ET and the RFP to develop the MILR program.

Director Davis voiced that this is only costing the District money and feels that the District should think about getting out of the PBCC and the MOA.

Public Comment: Greg Grewal a Creston resident and Murray Powell a Templeton resident spoke out throughout the discussion. *See video for all information.*

Reconvene to the San Miguel Community Services District Board of Directors:

At: 8:52 PM

12. Board Comment:

Director Gregory invited everyone the Mission San Miguel Fiesta on September 29th from 1pm to 6pm.

Director Smiley reminded everyone that the Pioneer Day are October 19th in Paso Robles with the parade starting at 10 am.

13. Adjourn to Closed Session/Closed Session Agenda:

Public Comment: None

8:54 PM

1.

Conference with Real Property Negotiators (Gov. Code, § 54956.8)

Property: Assessor's Parcel Numbers 027-011-019 and 027-061-019

Agency Negotiator: Kelly Dodds

Negotiating Parties: E&J Gallo Winery

Under Negotiation: Price and terms of payment for a right of way easement

Discussion

14. Report out of Closed Session:

Direction was given to staff

15. Adjournment to Next Regular Meeting:

October 24th, 2024

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 9.2

SUBJECT: REQUEST FOR RFP - Request for proposal for Independent Auditing Services for three fiscal years.

SUGGESTED ACTION: Authorize the General Manager to release a Request for Proposals (RFP) for Auditing Services for Fiscal Years 2024-25, 2025-26, 2026-27.

DISCUSSION:

The District is completing the FY 2023-24 financial audit with Moss, Levy, and Hartzheim. This concludes the current contract for independent auditing services.

At this time, it is requested that the Board review the proposed RFP for Independent Auditing Services and authorize the General Manager to release an RFP for the next three audit years. (FY2024-25, FY2025-26, FY2026-27)

General Manager will review all the proposals for compliance with the RFP and tabulate a master list of all proposals, up to three proposals will be provided to the Board for review with a recommendation for contract award.

Important dates and times are as follows:

Release for Proposals	October 25th 2024
Deadline to submit Proposals	December 6th 2024 at 12pm PST
Board review of top 3 proposals	TBD
Potential contract award	December 19th 2024

Requests for Proposals are available at:
[SMCSD RFP & Bid Opportunities](#)

Notice of Request for Proposals will be posted at local plan rooms, local newspaper, sent to contractors requesting such notice and submitted to the state clearing house per District practice.

FISCAL IMPACT:

There are only minor costs associated with the release of this RFP.
Cost to prepare the RFP and for its advertisement paid through regularly budgeted funds.

PREPARED BY: Kelly Dodds



San Miguel Community Services District

Request for Proposal for Audit Services

REQUEST FOR PROPOSAL

San Miguel Community Service District (hereinafter called "the District") is requesting audit service proposals from qualified certified public accounting firms to perform annual audits and issue opinions on the District's financial statements for a three-year period for years ending June 30, 2025, 2026, and 2027.

DESCRIPTION OF THE DISTRICT:

The District, founded in 2000, provides fire protection, lighting, solid waste collection, water and wastewater services to approximately 2,600 community residents. The District's Board of Directors consists of five members elected by the public served by the District. The District's structure consists of a General Manager and a support staff of approximately 8 employees and 20 paid-call firefighters.

The District accounts for its operations as an enterprise fund on the accrual basis. Additional funds with minimal activity account for capital replacement, expansion and debt service. The District has other governmental funds as well.

A customized computer system is used with subsidiary programs in billing, payroll, accounts payable, accounts receivable, permitting, inventory, cash receipts, fixed assets, investments, and capital projects.

Other than the usual payments for wholesale water, sewer processing, and debt service, few disbursements exceed the normal scope of review.

Information regarding the District and a copy of the District's most recent financial statement is located on the District's website, www.sanmiguelcsd.org. The District does not prepare a CAFR and there is no desire to do so in the near future. It is the proposing firm's responsibility to obtain an understanding of the District's accounting system, the scope of the audit, and the work to be performed in order to successfully complete the audit, prior to submitting their proposal and bid.



San Miguel Community Services District

Request for Proposal for Audit Services

SCOPE OF THE AUDIT:

The audits are to be performed in accordance with generally accepted auditing standards. The auditors will evaluate the adequacy of the internal control system and, where weaknesses are noted, make appropriate recommendations for improvements. A management letter will be submitted by the auditing firm if material weaknesses are noted or if otherwise deemed appropriate.

The auditor will be required to make an immediate written report of all irregularities, fraud and illegal acts, of which they become aware, to the Board President and General Manager.

The audit will cover the general-purpose financial statements and supporting documentation and schedules. The auditor will assist the District in providing more meaningful and concise financial statements by seeking improved methods of reporting.

The auditing firm shall provide ten copies of the auditor's report, financial statements, supporting schedules, and management letters. The partner in charge of the audit shall be available to attend at least one Board Meeting at which the audit report will be discussed.

The auditing firm shall submit a draft of the financial statements no later than Friday, November 14th 2025 by 12:00 p.m. for the fiscal year 2024-25 audit and October 1st for subsequent years. In this regard, the District shall provide a year-end adjusted trial balance with support schedules not later than September 1st of each year. Records for appropriate testing will be made available immediately after June 30 of each year.

The firm shall make available its working papers and respond to all reasonable inquiries of successor auditors and others to review working papers of the District, upon the District's written consent. The auditing firm will retain all working papers, at the firm's expense, for a minimum of five years, or longer, if required by generally accepted auditing standards.



San Miguel Community Services District
Request for Proposal for Audit Services

PROPOSAL REQUIREMENTS:

Three (3) copies of a proposal must be received
no later than 12:00 p.m. Friday, December 6th 2024
Proposals must be in a sealed envelope addressed to:

Kelly Dodds, General Manager
San Miguel Community Services District
Po Box 180/ 1765 Bonita Place
San Miguel, California 93451
DO NOT OPEN SEALED BID ENCLOSED

The following information is required by the deadline for the firm to be considered:

A COPY OF THE PROPOSAL TO INCLUDE:

1. Transmittal letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the required time period, a statement of why the firm believes itself to be the best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer until January 31st 2025

2. Detailed proposal

3. Bidding proposal

GENERAL REQUIREMENTS OF THE PROPOSAL:

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the District, in conformity with



San Miguel Community Services District

Request for Proposal for Audit Services

the requirements of this Request for Proposal. The proposal shall demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposal requirements.

INDEPENDENCE:

The firm should provide an affirmation statement that it is independent of the District as defined by generally accepted auditing standards. The firm should also list and describe its professional relationships involving the District for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

LICENSE TO PRACTICE:

An affirmation statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

FIRM QUALIFICATIONS AND EXPERIENCE:

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of professional staff to be employed in this engagement.

The firm is also required to submit information on the report of its most recent peer review, with a statement of whether the peer review included a review of specific government engagements. In addition, the firm will submit a statement whether they have been the object of any disciplinary action in the past three years.

In order to be considered, firms must be within one-hundred-fifty miles of the San Miguel Community Services District. 1765 Bonita Pl, San Miguel CA. 93451

PARTNER/SUPERVISORY/STAFF QUALIFICATIONS AND EXPERIENCE:



San Miguel Community Services District

Request for Proposal for Audit Services

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement, and indicate whether each person is licensed to practice as a Certified Public Accountant in California. The firm should also supply information on the government auditing experience of each person, including information on relevant continued education and professional organizations relevant to the performance of this audit.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES:

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this Request for Proposal.

Indicate:

The firm's scope of work, date,
engagement partner(s), total hours,
and name and telephone number of the principal client contact.

SPECIFIC AUDIT APPROACH:

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, type and extent of statistical sampling, compliance tests, substantive tests, and analytical tests to be performed, as well as a schedule (by date and hours) of the work to be performed to meet the requirements of this Request for Proposal.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS:

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and specific assistance that will be requested from the District.



San Miguel Community Services District

Request for Proposal for Audit Services

BIDDING PROPOSAL:

The bidding proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. A schedule of rates for partners, specialists, supervisors, and staff, multiplied by the number of hours anticipated by each, should be included. The bidding proposal shall contain all direct and indirect costs including out-of-pocket expenses to arrive at an all-inclusive maximum price.

DISTRICT OBLIGATION:

If it should become necessary for the District to request the auditor to render additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued with this engagement, such additional work shall be performed only if set forth in an addendum to the contract between the District and the firm. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the formal bidding proposal.

Progress payments will be made on the basis of hours of work performed during the course of the engagement in accordance with the firm's formal bidding proposal. Interim billings shall cover a period of not less than one calendar month.

Proposals submitted will be evaluated by the District General Manager.

The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

During the evaluation process, the Board of Directors may, at its discretion, request any one or all firms to make oral presentations and personal introduction of the proposed managing accountant and/or senior partner of the audit. Such presentations will provide firms with an



San Miguel Community Services District

Request for Proposal for Audit Services

opportunity to answer any questions the Board of Directors may have on a firm's proposal. Not all firms may be selected to make such oral presentations. Routine clarification may be obtained by telephone, fax, or e-mail.

Final selection will be made by the Board of Directors based on the firm's qualifications, experience, audit approach, and bid. Proposing firms should note that the lowest bid will not be the sole deciding factor in the final selection.

It is anticipated that a firm will be selected by Thursday, December 19th 2024. Following notification of the firm selected, it is expected that a contract will be executed immediately upon receipt of all required contractual documents and other requested information.

Submission of a proposal constitutes acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right to reject any and all proposals. The District also reserves the right to cancel the contract, due to unsatisfactory performance of audit services, between audit years with a 30-day written notice. The District may extend the contract an additional two years, at any time, upon agreeable terms with the successful bidder.

For additional information and inquiries, contact:

Kelly Dodds, General Manager
San Miguel Community Services District
Po Box 180/ 1765 Bonita Pl
San Miguel, California 93451
805.467.3388

(continued on next page)



San Miguel Community Services District

Request for Proposal for Audit Services

The proposing firm warrants the following:

1. The firm is willing and able to obtain an Errors and Omissions Insurance Policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof.
2. The firm will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the San Miguel Community Services District.
3. All information provided by the firm in connection with this proposal is true and correct.
4. The firm will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

On Behalf of Firm:

Authorized Representative

Date

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 9.3

SUBJECT: RFQ for Certified Public Accountant consultation services

SUGGESTED ACTION: Authorize the General Manager to circulate an RFQ for Certified Public Accountant consultation services

DISCUSSION:

Review and approve the General Manager to release the proposed (or revised) RFQ to solicit proposals for Certified Public Accountant firms (CPA) to assist the Financial Officer with accounting questions or clarifications and review of District financial practices for compliance with state law, and District policy and procedure.

FISCAL IMPACT:

Minimal costs related to posting the RFQ.

Long term contract cost are unknown. Current contract cost the District ~\$9,935 for the previous fiscal year, however similar service cost approximately \$25,000 under a different firm.

PREPARED BY: Kelly Dodds



REQUEST FOR PROPOSALS

Certified Public Accountant Consultant services

Issue Date:
October 24, 2024

Proposal Due Date and Time:
FRIDAY, December 6th 2024, 12:00 pm (Pacific time)

Mailing Address:
PO BOX 180
San Miguel CA 93451

Delivery Address:
1765 Bonita Place
San Miguel CA 93451

Contact:
Kelly Dodds, General Manager / Kelly.dodds@sanmiguelcsd.org
phone: 805-467-3388 / fax: 805-467-9212

INTRODUCTION

The San Miguel Community Service District (District) is requesting proposals from qualified Certified Public Accountants to act as a consultant to the District. Consultants will assist the District in staying in compliance with Governmental Generally Accepted Accounting Principles and provide general accounting assistance, audit preparation assistance, and advice to the District as well as perform regular reviews of the Districts accounting.

ABOUT THE DISTRICT

The District covers an area of approximately 5.8 square miles and is located approximately 7 miles north of the City of Paso Robles and approximately 3 miles south of the San Luis Obispo County/ Monterey County line, on the east side of Highway 101.

The San Miguel Community Services District was formed in 2000, combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District, and San Miguel Lighting Districts.

The District currently provides Fire Services, Street Lighting and Landscaping, Wastewater collection and treatment, Potable water production and distribution, and Solid Waste Services. The District is governed by a Board of five Directors and has a General Manager, Director of Utilities (vacant) and three administrative personnel, three Utilities Personnel, a Fire Chief, Assistant Fire Chief (vacant), and up to 20 paid-on-call firefighters. Most operating funds for the District come from Prop 218 user fees and property tax, the FY 2024-25 operating budget is \$5,001,500 including project costs.

OVERVIEW

The District is requesting proposals from qualified Certified Public Accountants to act as a consultant to the District. Consultants will assist the District in staying in compliance with Governmental Generally Accepted Accounting Principles and provide general accounting assistance, audit preparation assistance, and advice to the District as well as perform regular reviews of the Districts accounting. The District operates on a Fiscal Year of July 1st to June 30th.

Firms, or persons, proposing on this RFQ must be legally licensed to provide the requested services in the State of California, and must have been in business for at least 5 years. It is anticipated that the selected firm will perform the requested services both at the District offices and remotely.

Following is a partial list of services that the District anticipates that the consultant will perform, including the estimated number of hours anticipated to perform each service.

Annual hours are only estimates and actual time spent may be different from those shown below.

- Review District policies and procedures to confirm that internal controls are in place and being followed by the District's personnel to proactively prevent any fraud or abuse with the District's finances.
 - (Approx. 10 hours annually)
- Perform quarterly and annual reviews of the Districts accounting for accuracy and compliance.
 - (Approx. 40 hours annually)

- Perform quarterly and annual reviews of the District payroll and payroll taxes to ensure accurate reporting to outside agencies.
 - (Approx. 20 hours annually)
- Assist the District Finance Officer with review and preparation for the Annual Independent financial Audit. (July thru November annually)
 - (Approx. 20 hours annually)
- Assist the District Finance Officer with other financial issues to maintain accuracy and compliance.
 - (Approx. 10 hours annually)

INFORMATION TO BE PROVIDED BY THE DISTRICT

Available for review by potential firms, the following is located on the District website.
<http://www.sanmiguelcsd.org>.

- Recent Financial Audit(s)
- Past Board agendas and meeting minutes

PROPOSAL SUBMITTAL

TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST PROPOSALS IN THIS SECTION.

2 copies of the technical proposal should be packaged separately from the Cost Proposal. After the proposal deadline a complete technical proposal may be requested by the District via email.

PROPOSALS WILL NOT BE OPENED PUBLICLY

- **Approach to the Project:** Include a cover letter summarizing the proposal. Describe your approach to this project and any special ideas, techniques, or suggestions that you think might make the project proceed smoothly. Scope of work (a description of the work program including a description of deliverables, activities, and timelines) should also be included.
- **Experience:** Description of recent projects of a similar nature including five (5) client references with names and telephone numbers and for any subcontractors.
- **Qualifications:** Describe your staff's unique qualifications and training for this type of work. The names, title, and qualifications of the proposed project manager and support staff and subcontractors, who will be conducting this work assignment, including their experience and projects in which they had "hands-on" responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organizational structure of staff members and sub-consultants (if any).

- **Outline:** Provide an outline of the proposed plan.
- **Schedule:** The following is a tentative schedule, provide a timeline that provides an overall schedule including any milestones and potential public meetings.
 - Proposal Submission deadline (December 6th 2024, 12:00 p.m.)
 - District staff will review all proposals and determine finalist(s).
 - Award of contract by District Board is tentatively scheduled for the December 19th 2024 Board Meeting, with the execution of contract agreement in the week following the contract award.
 - Work begins tentatively 45 to 60 days following the submission deadline.
 - This schedule is subject to change for any reason at the Board’s discretion.

COST PROPOSAL

DO NOT INCLUDE ANY TECHNICAL PROPOSALS IN THIS SECTION.

1 copy of the cost proposal should be packaged separately from the technical Proposal.

After the proposal deadline a complete cost proposal may be requested by the District via email.

PROPOSALS WILL NOT BE OPENED PUBLICLY

Project Budget: A description of the project budget itemized according to individual tasks. The consultant shall present a specific “not to exceed” fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel, clerical support, overhead costs, mileage, parking and other miscellaneous items). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.

Consultant’s billing rate schedule: A copy of the Consultant's hourly rate schedule and a written statement that the hourly rate schedule is part of the Consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFQ.

AGREEMENT

Proposals should include the information requested below:

1. The District will provide a copy of the District’s standard Professional Services Agreement following consideration of contract award by the Board of Directors. At that time, the District will require your review of this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the agreement.
2. A statement that this RFQ shall be incorporated in its entirety as a part of the Consultant's proposal.
3. A statement that this RFQ and the Consultant's proposal will jointly become the Scope for Professional Consultant Services for this project.

4. A statement that the services to be provided, and fees therein, will be in accordance with the District's RFQ except as otherwise specified in the Consultant's proposal under the heading "Exceptions to the District's Request for Proposals."

5. A single and separate section with the heading "Exceptions to the District's Request for Proposals" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFQ upon which the Consultant's proposal is contingent and which Consultant requests take precedent over this RFQ.

6. A written statement by the Consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

7. A written statement by the Consultant shall allow all authorized federal, state, county, and SMCSD officials access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.

8. The Consultant will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity clause) as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CRF, Part 60), California Labor Code 1410, et seq., California Labor Code 1777.6, and implementing regulations concerning equal opportunity for Apprentices. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin should be included.

9. A written statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

10. Evidence of Insurance must be received prior to agreement implementation.

a. Insurance Requirements - The Consultant shall provide and maintain insurance, acceptable to District's General Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performances of the work hereunder by the Consultant, its agents, representatives or employees. Insurance is to be placed with a current A.M. Best's rating of no less than A: VII. The Consultant shall provide the following scope and limits of insurance as stated in the attached Professional Services Agreement.

b. Other Provisions - Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this paragraph shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or limits except after 30 days prior written notice by Certified mail, return receipt requested, has been given to the District

(2) General Liability and Automobile Liability Coverages:

(a) District, its officers, officials, and employees and volunteers are to be covered as additional insured as respects: liability arising out of activities the Consultant performs, products and completed operations of the Consultant; and premises owned, leased or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, or employees.

(b) The Consultant's insurance coverage shall be primary insurance as respects to District, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, the Consultant's insurance.

(c) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including the breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

(3) Worker's Compensation and Employer's Liability Coverage - Unless the General Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and agents for losses arising from work performed by Consultant for District.

(4) Other Requirements:

(a) Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District General Counsel may require Consultant furnish the District with copies of original endorsements affecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to inspect complete, certified copies of all required copies of all required insurance policies at any time.

(b) The Consultant shall furnish certificates and endorsements from each subcontractor identical to those the Consultant provides.

(c) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officer, officials, employees, and volunteers; or the Consultant shall procure a bond

guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(d) The procuring of such required policy or policies of insurance shall not be construed to limit the Consultant's liability hereunder to fulfill the indemnification provisions and requirements of this Agreement.

11. The Consultant may utilize the services of specialty Subcontractors/consultants on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors/consultants. Unless the Consultant lists specific Subcontractors/consultants, the Consultant is representing to District that the Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder. After submission of his/her proposal, the Consultant shall not award Work to any unlisted Subcontractors/consultants without the prior written approval of the District. The Consultant shall be fully responsible to the District for the performance of his/her Subcontractors/consultants, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relationship between any Subcontractors/consultants and the District. The services provided by a subcontractor/consultant may not exceed 49% of the work of the total contract.

REQUESTS FOR INFORMATION (RFI)

- **Will be accepted until 14 calendar days before the submission deadline.**
- **Must be sent via email to kelly.dodds@sanmiguelcsd.org**
- **No RFIs will be responded to which are not received, or initiated, via email.**
- **It is the requester's responsibility to confirm receipt of RFI requests.**

DEADLINE FOR SUBMISSION OF PROPOSALS

All proposals received after the deadline will be rejected.

1. Interested firms should submit proposals by 12:00 P.M. (Noon) December 6th 2024 to:

San Miguel Community Services District
c/o General Manager
P.O. Box 180
1765 Bonita Place
San Miguel, California 93451.

2. Technical Proposals must be sealed and marked:

“Technical Proposal – Certified Accounting Consultant RFQ – San Miguel Community Services District”

3. Cost Proposals must be sealed and marked:

“Cost Proposal – Certified Accounting Consultant RFQ – San Miguel Community Services District”

EVALUATION CRITERIA

The District will evaluate the information submitted. The evaluation will consider the following criteria when reviewing your proposal.

1. Approach to the work including task breakdown and staffing.
2. Qualifications, experience, and technical competence of your firm and key people on similar projects of equal complexity.
3. Experience with small public agencies.

The San Miguel Community Services District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

Format for Response to Request for Proposal (RFQ)

Firms that are interested in providing a proposal should email kelly.dodds@sanmiguelcsd.org expressing that they are interested in providing a proposal for this RFQ and wish to receive additional clarification and addendums regarding this RFQ.

The District administration office will provide any clarifications and addendums to this RFQ directly to all consultants who have expressed interest in this RFQ to the General Manager, in addition to publishing them on the District's website at: www.sanmiguelcsd.org.

The response to the RFQ must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8 ½" x 11" sheets (foldouts are acceptable for charts, etc.), and font size must be no smaller than 12 point.

Please deliver the RFQ proposals in a sealed envelope, labeled as shown below in Item 1.

US Mail or Hand delivery, FedEx, UPS, etc.:

San Miguel Community Services District
Attn: Kelly Dodds General Manager
Po Box 180/ 1765 Bonita Place
San Miguel, CA 93451

Kelly Dodds, General Manager, will serve as the District's prime contact during the proposal process. The District prefers that any questions, inquiries, and matters of coordination regarding the required services be submitted by e-mail to the contact listed below:

kelly.dodds@sanmiguelcsd.org
Phone: (805) 467-3388

Proposals in the form of telegrams, telephone calls, facsimiles, e-mails, or telexes will not be accepted. Late proposals will be rejected. A proposal is considered late if it has not been received by the District administrative office by the due date and time listed above.

Delivery of the hard copy proposal by the due date at 12:00 p.m (noon) will constitute acceptable delivery. Consultants should be prepared to provide an electronic copy of their complete submittal at the District's request. The delivery of the requested electronic copy via e-mail to the District's contacts will not invalidate the successful delivery of the response to the RFQ, as long as the hard copy is received by the date and time specified.

Mandatory Content and Sequence of Submittals:

1. Cover Letter

Section 1 shall be a maximum two-page "Cover Letter" and introduction and shall include the name and address of the organization submitting the proposal, together with the signature, name, title, address, telephone, and fax numbers, and e-mail address of the contact person(s) empowered to bind the firm and to make representation for the organization. This cover letter should also state the firm's acceptance of the District's Contract for Professional Services agreement format prior to the Board's review and consideration of awarding a contract for these services.

2. Table of Contents

Section 2 shall be a detailed "Table of Contents" and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Consultant Qualifications (Applicable Only the Technical Proposal)

Section 3 of the Technical Proposal shall be entitled "Consultant Qualifications" and shall include a description of the consultant firm's resources, experiences, and capabilities as they relate to the stated project, as well as resumes of the staff to be assigned to this project. The Technical Proposal shall include all specifications identified in the Technical Proposal section at page 3 of this RFQ. Submit in the order identified below:

Background and experience. In this section, describe your firm's background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFQ.

Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in completing the listed tasks.

Scheduling. Delineate the schedule you propose in completing the listed tasks.

Cost Control. Describe how your firm ensures that the project contract amount is not exceeded.

4. Price Estimate (Applicable Only to the Cost Proposal)

Section 3 of the Cost Proposal shall be entitled "Price Estimate" and shall provide a breakdown of costs by hour, and by task contained in the Cost Proposal section at page 4 of this RFQ. Provide a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone, etc.

The District reserves the right to negotiate the scope of work, overall price estimates and hourly rates prior to entering into a contract with the selected firm.

5. Experience Summary

Section 4 shall be entitled “Experience Summary” and shall briefly describe knowledge and experience in conducting similar projects for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

6. Additional Data

Section 5 shall be entitled “Additional Data” and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to the information contained in Sections 1 thru 4. If there is no additional data, this section will consist of the statement, “We wish to present no additional data.” This section shall be limited to two pages.

GENERAL CONDITIONS

- Preference will be given to Firms with offices within 150 miles of the District. The Consultant shall indicate where the office that would service this contract is located.
- The proposing firm must not be disbarred by the DIR or SAMs.
- The District shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost.
- Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFQ at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District’s option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and/or all proposals. The District expressly reserves the right to postpone the submittal opening for its convenience and to reject any and all submittals responding to this RFQ.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFQ shall become the property of the District and will be retained or disposed of accordingly.

- All responses this RFQ shall be subject to disclosure pursuant to the California Public Records Act. Consultant is encouraged to mark any proprietary or confidential information as such in its proposal.
- No amendments, additions, or alternates shall be accepted after the submission date and time, unless specifically requested by the District from all proposing firms.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Acceptance by the District of any proposal submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All work performed for the SMCS D, including all documents and computer software files associated with the project, will become the exclusive property of the District. The proposals must indicate if the consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District. All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et. seq.*, are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments

PROPOSAL TERMS AND CONDITIONS

The District will not pay any costs incurred by the firm in preparing or submitting the proposal. The District reserves the right to modify or cancel, in part or in its entirety, this RFQ. The District reserves the right to reject any or all proposals, to waive defects, irregularities, or informalities, and to offer to contract with any firm in response to any RFQ. This RFQ does not constitute any form of an offer to contract.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from the Consultants, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals and of the District's standard terms and conditions for professional services, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

RIGHT OF REFUSAL

The District reserves the right to reject any and all proposals without cause. Proposals will be evaluated in their entirety. The District reserves the right to negotiate specific requirements and costs using the selected proposal as a basis.

SELECTION PROCEDURES

Written proposals submitted by the deadline will be evaluated based upon qualifications, experience, ability to perform, and understanding of specific services to be provided in accordance with Government Code sections 50950 and 50951, as well as 40 U.S.C. §§ 1101 *et seq.* Cost of services shall be provided in a separate, sealed envelope. The full Board and District staff will receive copies of proposals.

In reviewing the proposals, the District will carefully weigh the following:

- The firm's approach to and understanding of the Scope of Work;
- The firm's experience with similar contracts and clients;
- The experience and qualifications of the proposed staff in providing similar services;
- The firm's demonstrated ability to deliver work on time and within budget;
- The extent of involvement by key personnel;
- The extent to which previous clients have found the firm's services acceptable;
- Previous District experience with the proposing firm, if any;
- Communication skills;
- Other qualifications/criteria as deemed appropriate.

Cost of services shall be considered pursuant to 40 U.S.C. §§ 1101 *et seq.* The RFQs will be presented to the District Board of Directors for consideration at its September 2023 Regular meeting or later. If the Board desires, it is anticipated that consulting firm staff, as proposed by the selected firms, after notification by the District, will make themselves available for questions at the designated District Board Meeting which will be determined and communicated to the Consultants selected to move forward in the process.

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 9.4

SUBJECT: Contract renewal with CIO Solutions as Managed Service Provider (MSP) for the District's Information Technology systems.(RESOLUTION 2024-48)

SUGGESTED ACTION: Approve Resolution 2024-48 authorizing the General Manager to execute a contract renewal with CIO Solutions to serve as Managed Service Provider (MSP) for the District's Information Technology systems.

DISCUSSION:

In 2021 the District approved a contract with CIO Solutions to act as the Districts Managed Service Provider (MSP) for the Districts Information Technology systems. The initial contract with CIO was for three years ending this year.

Since becoming the Districts MSP, CIO has worked with the District to dramatically improve its system security and reliability while also planning for the future needs of the District. CIO also provides around the clock support; this support is included in the standard rate and has become invaluable to the operation of the District and continuity of work by our staff.

CIO is proposing a three-year contract with the same terms and rates as the District is currently paying. Actual costs to the District depend on the number of devices managed and number of users serviced. It is recommended that the Board approve the contract renewal for CIO Solutions for the next three years.

FISCAL IMPACT:

There are no cost increases proposed as part of this proposal. Other than staff and legal time to process the contract renewal, there are no additional cost proposed. All proposed monthly costs are included in the approved annual budget for each fund.

PREPARED BY: Kelly Dodds



RESOLUTION 2024-48

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
APPROVING A THREE YEAR CONTRACT WITH CIO SOLUTIONS TO PROVIDE
PROFESSIONAL SERVICES AS A MANAGED SERVICE PROVIDER FOR THE
DISTRICTS INFORMATION TECHNOLOGY SYSTEMS.**

WHEREAS, the San Miguel Community Services District (“the District”) is currently contracted with CIO Solutions to provide Managed Service Provider (MSP) for District information technology systems; and

WHEREAS, The Board of Directors desires to contract with CIO Solutions for continued MSP services for the next three (3) years; and

THEREFORE, BE IT RESOLVED, by the Board of Directors of the District does hereby resolve the following:

1. The Board of Directors authorizes the General Manager to execute a contract with CIO Solutions for MSP services.

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

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

ATTEST:

Tamara Parent, Board Clerk

Rod Smiley, President Board of Directors

APPROVED AS TO FORM:

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 9.5

SUBJECT: King Capital Advisors investment agreement five (5) year extension. (RESOLUTION 2024-54)

SUGGESTED ACTION: Approve Resolution 2024-54 authorizing the General Manager to continue investment services with King Capital Advisors.

DISCUSSION:

In June of 2019 the Board of Directors adopted Resolution 2019-27 authorizing the General Manager to continue the existing agreement with Cantella and Company to provide Investment Management Services to the District for five additional years commencing July 1st 2019. Passage of this resolution extended an agreement that originated in 2015.

Cantella and Company transitioned to King Capital Advisors (KCA) with whom the District is currently working with.

King Capital has assisted in sourcing multiple investments ranging from 1 to 5 years with interest rates generally over 4.5% and over 5% in many cases.

It is recommended that the District continue to work with KCA to maintain and increase our investment portfolio for 5 additional years by adopting the attached resolution.

FISCAL IMPACT:

There is no projected cost associated with extending the agreement with King Capital Advisors (KCA). If the agreement is not extended then there will be costs associated with the Request for Qualifications (RFQ) process to secure a new investment advisor. RFQ costs generally range from several hundred to several thousand dollars to produce, advertise and approve.

PREPARED BY: Kelly Dodds

RESOLUTION NO 2024-54

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
CONTINUING AGREEMENT WITH KING CAPITAL ADVISORS
TO PROVIDE INVESTMENT MANAGEMENT SERVICES FOR A 5-YEAR PERIOD
IN ACCORDANCE WITH ADOPTED DISTRICT INVESTMENT POLICIES**

WHEREAS, the San Miguel Community Services District (“the District”) desires to employ the services of a licensed investment management services firm to manage the District’s investment portfolio for the next 5 years beginning on or about November 1, 2024; and

WHEREAS, King Capital Advisors, a national company, has provided the District with investment management services for several years and agrees to continue to provide such services for an extended term of five years; and

WHEREAS, the District desires to extend the contract with King Capital Advisors for a period of five years. King Capital Advisors is a reputable company and also provides these services to other public agencies in San Luis Obispo County.

THEREFORE, BE IT RESOLVED, by the Board of Directors of the District does hereby resolve the following:

1. The General Manager is authorized to execute an agreement with King Capital Advisors to extend the current investment management services agreement for an additional five-year period in accordance with adopted district investment policies.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 10.1

SUBJECT: Monthly claim detail and investment reports for September 2024 (Recommend receive and file by Board consensus)

When ancillary reports area provided they are for reference only and are subject to change.

SUGGESTED ACTION:

Please *Review, Receive and File* the September 2024 claim detail and investment reports.

When ancillary reports area provided they are for reference only and are subject to change.

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Michelle Hido

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10765	50049S	689 AMAZON CAPITOL SERVICES	719.82						
1	09/01/24	DEPOSIT BAGS, CABINET, HDSET	359.91			40 64000	305		10205
		11PG-YDXY-JQQ4							
2	09/01/24	DEPOSIT BAGS, CABINET, HDSET	359.91			50 65000	305		10205
		11PG-YDXY-JQQ4							
10766	50049S	689 AMAZON CAPITOL SERVICES	225.65						
1	09/01/24	LABEL MAKER, WHITEBRD, BANDAGE	66.01			40 64000	305		10205
		1DWX-K3HM-PWTN							
2	09/01/24	LABEL MAKER, WHITEBRD, BANDAGE	66.01			50 65000	305		10205
		1DWX-K3HM-PWTN							
3	09/01/24	BANDAGE	46.81			40 64000	348		10205
		1DWX-K3HM-PWTN							
4	09/01/24	BANDAGE	46.82			50 65000	348		10205
		1DWX-K3HM-PWTN							
10767	50049S	689 AMAZON CAPITOL SERVICES	100.94						
1	09/01/24	GLOVES	50.47			40 64000	348		10205
		1WM3-NVGJ-N3PV							
2	09/01/24	GLOVES	50.47			50 65000	348		10205
		1WM3-NVGJ-N3PV							
10768	50049S	689 AMAZON CAPITOL SERVICES	264.76						
1	09/01/24	CURB KEY WITH EXTENSION	264.76			50 65000	490		10205
		1JCT-49Q7-LT9X							
		Total for Vendor:	1,311.17						
10761	50050S	743 API ATLAS PERFORMANCE	2,200.00						
1	09/04/24	SEP CSD OFFICE TRAILER RENTAL	110.00			30 63000	949		10205
		RI149119							
2	09/04/24	SEP CSD OFFICE TRAILER RENTAL	990.00			40 64000	949		10205
		RI149119							
3	09/04/24	SEP CSD OFFICE TRAILER RENTAL	990.00			50 65000	949		10205
		RI149119							
4	09/04/24	SEP CSD OFFICE TRAILER RENTAL	110.00			60 66000	949		10205
		RI149119							
		Total for Vendor:	2,200.00						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10780	-98880E	714 AT&T MOBILITY	95.90						
		FIRE CELL PHONES							
1	09/02/24	AUG FIRE CELL PHONE - ROBERSO	45.43			20 62000	465		10205
09102024									
2	09/02/24	AUG FIRE CELL PHONE - YOUNG	50.47			20 62000	465		10205
09102024									
		Total for Vendor:	95.90						
10753	50051S	686 AVILA TRAFFIC SAFETY	350.00						
		JOB LOCATION- 1570 BONITA PL							
		2024-39							
1	09/06/24	TRF CNTRL PLN- 1570 BONITA	350.00			50 65000	517		10205
24-3336		TCP							
		Total for Vendor:	350.00						
10777	50063S	573 BURT INDUSTRIAL SUPPLY	837.92						
1	09/20/24	HOSE & CLAMPS	664.71			40 64000	582		10205
149427									
2	09/20/24	PIPE, PAINT	50.72			40 64000	353		10205
149427									
3	09/20/24	PIPE, MARKING PAINT	50.72			50 65000	353		10205
149427									
4	09/20/24	MARKING PAINT	71.77			50 65000	353		10205
149427									
10788	50063S	573 BURT INDUSTRIAL SUPPLY	56.77						
1	09/16/24	X3 MALE CAM	56.77			40 64000	582		10205
149098									
		Total for Vendor:	894.69						
10750	50053S	340 C&N TRACTORS	158.76						
1	09/09/24	O RING, ELEMENT	79.38			40 64000	351		10205
75860P									
2	09/09/24	O RING, ELEMENT	79.38			50 65000	351		10205
75860P									
		Total for Vendor:	158.76						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10798	50064S	631 CALIFORNIA SCHOOL BOARDS	2,500.00						
	GASB AMM REPORT								
1	09/16/24	GASB Report 23/24 AMM REP	750.00			20 62000	325		10205
73527-B8F4G9									
2	09/16/24	GASB Report 23/24 AMM REP	75.00			30 63000	325		10205
73527-B8F4G9									
3	09/16/24	GASB Report 23/24 AMM REP	800.00			40 64000	325		10205
73527-B8F4G9									
4	09/16/24	GASB Report 23/24 AMM REP	800.00			50 65000	325		10205
73527-B8F4G9									
5	09/16/24	GASB Report 23/24 AMM REP	75.00			60 66000	325		10205
73527-B8F4G9									
		Total for Vendor:	2,500.00						
10748	-98889E	67 CHARTER COMMUNICATIONS	259.96						
	Acct# 8245 10 105 0027311 Spectrum Business Internet/Voice								
	Service 8/11/24 - 10/10/24								
1	09/07/24	FIRE AUG INTERNET/VOICE	129.98			20 62000	375		10205
170616101080724									
2	09/07/24	FIRE SEP INTERNET/VOICE	129.98			20 62000	375		10205
170616101090724									
10749	-98888E	67 CHARTER COMMUNICATIONS	1,297.96						
	Acct# 212691601 Spectrum Enterprise Internet								
	Service 8/01/24 - 9/30/24								
1	08/01/24	AUG LIFT STATION	119.98			40 64000	375		10205
212691601080124									
2	08/01/24	AUG WWTF FIBER	10.58			30 63000	375		10205
212691601080124									
3	08/01/24	AUG WWTF FIBER	253.92			40 64000	375		10205
212691601080124									
4	08/01/24	AUG WWTF FIBER	253.92			50 65000	375		10205
212691601080124									
5	08/01/24	AUG WWTF FIBER	10.58			60 66000	375		10205
212691601080124									

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Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6	09/01/24	SEP LIFT STATION	119.98			40 64000	375		10205
212691601090124									
7	09/01/24	AUG WWTF FIBER	10.58			30 63000	375		10205
212691601090124									
8	09/01/24	AUG WWTF FIBER	253.92			40 64000	375		10205
212691601090124									
9	09/01/24	AUG WWTF FIBER	253.92			50 65000	375		10205
212691601090124									
10	09/01/24	AUG WWTF FIBER	10.58			60 66000	375		10205
212691601090124									
Total for Vendor:			1,557.92						
10757	-98886E	712 CIO SOLUTIONS	209.16						
1	08/31/24	ACROBAT	104.58			40 64000	385		10205
113597-124									
2	08/31/24	ACROBAT	104.58			50 65000	385		10205
113597-124									
10778	-98882E	712 CIO SOLUTIONS	3,121.52						
1	09/15/24	SEP IT SUPPORT	936.46			20 62000	321		10205
114095-124									
2	09/15/24	SEP IT SUPPORT	93.65			30 63000	321		10205
114095-124									
3	09/15/24	SEP IT SUPPORT	998.88			40 64000	321		10205
114095-124									
4	09/15/24	SEP IT SUPPORT	998.88			50 65000	321		10205
114095-124									
5	09/15/24	SEP IT SUPPORT	93.65			60 66000	321		10205
114095-124									
Total for Vendor:			3,330.68						
10751	50054S	15 CLEATH-HARRIS GEOLOGISTS, INC	6,440.00						
1	08/06/24	Q3 GROUNDWATER MONITORING EVEN	6,440.00*			40 64000	355		10205
20240830									
Total for Vendor:			6,440.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10796	50065S	252 COUNTY OF SLO PUBLIC WORKS	903.87						
		COUNTY RIGHT OF WAY REVIEW							
1	08/31/24	RIGHT OF WAY REVIEW	903.87			50 65000	961		10205
3072									
		Total for Vendor:	903.87						
10762	-98885E	654 CULLIGAN WATER	31.55						
1	08/30/24	AUG WATER DELIVERY	15.77			40 64000	305		10205
800372795									
2	08/30/24	AUG WATER DELIVERY	15.78			50 65000	305		10205
800379645									
		Total for Vendor:	31.55						
10771	50066S	109 FERGUSON ENTERPRISES	1,031.75						
1	09/12/24	PVC 8671 MISSION LN	1,031.75			50 65000	353		10205
5408346									
10795	50066S	109 FERGUSON ENTERPRISES	248.82						
1	09/05/24	WATER LID	248.82			50 65000	353		10205
5360135									
10799	50066S	109 FERGUSON ENTERPRISES	407.56						
1	09/18/24	VALVE REPLACEMENT	407.56			40 64000	582		10205
5422439									
		Total for Vendor:	1,688.13						
10741	50055S	112 FGL - ENVIRONMENTAL ANALYTICAL	426.00						
1	09/10/24	WWTF SEPTAGE MONITORING	426.00*			40 64000	355		10205
483129A									
10742	50055S	112 FGL - ENVIRONMENTAL ANALYTICAL	426.00						
1	09/10/24	WWTF SEPTAGE MONITORING	426.00*			40 64000	355		10205
483128A									

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10743 1 483001A	50055S 09/04/24	112 FGL - ENVIRONMENTAL ANALYTICAL WWTF SEPTAGE MONITORING	426.00 426.00*			40 64000	355		10205
10744 1 483127A	50055S 09/03/24	112 FGL - ENVIRONMENTAL ANALYTICAL WASTEWATER MONITORING	144.00 144.00*			40 64000	355		10205
10745 1 483126A	50055S 08/29/24	112 FGL - ENVIRONMENTAL ANALYTICAL WK2 WQ MONITORING	170.00 170.00			50 65000	359		10205
10790 1 483198A	50067S 09/13/24	112 FGL - ENVIRONMENTAL ANALYTICAL WK3 WQ MONITORING- BACTI A	170.00 122.00			50 65000	359		10205
483198A 2 483198A	09/13/24	WK3 WQ MONITORING- INORG A	48.00			50 65000	358		10205
10791 1 483197A	50067S 09/17/24	112 FGL - ENVIRONMENTAL ANALYTICAL WWTF SEPTAGE MONITORING	426.00 426.00*			40 64000	355		10205
10792 1 483303A	50067S 09/18/24	112 FGL - ENVIRONMENTAL ANALYTICAL WASTEWATER MONITORING	144.00 144.00*			40 64000	355		10205
10793 1 483199A	50067S 09/18/24	112 FGL - ENVIRONMENTAL ANALYTICAL WASTEWATER MONITORING	144.00 144.00*			40 64000	355		10205
10794 1 483306A	50067S 09/18/24	112 FGL - ENVIRONMENTAL ANALYTICAL WK4 WQ MONITORING	170.00 72.00			50 65000	359		10205
483306A 2 483306A	09/18/24	WK4 WQ MONITORING	48.00			50 65000	358		10205
483306A 3 483306A	09/18/24	WK4 WQ MONITORING	50.00			50 65000	359		10205
Total for Vendor:			2,646.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10758	50056S	42 FIRST AMERICAN TITLE	500.00						
1	09/04/24	PRELIMINARY REPORT 3484 SAN PA	500.00			50 65000	326		10205
		718-718115955							
10759	50056S	42 FIRST AMERICAN TITLE	500.00						
1	09/03/24	TITLE FOR EASEMENT 8671 MISSIO	500.00			50 65000	326		10205
		718-718115951							
10760	50056S	42 FIRST AMERICAN TITLE	500.00						
1	09/03/24	TITLE FOR EASEMENT 8671 MISSN	500.00			50 65000	326		10205
		718-718115952							
10774	50068S	42 FIRST AMERICAN TITLE	500.00						
1	09/18/24	PRELIMINARY REPORT 1803 MISSON	500.00*			50 65000	966		10205
		718-718115975							
		Total for Vendor:	2,000.00						
10789	50069S	703 GSI WATER SOLUTIONS	1,000.69						
		5-YEAR PERIODIC EVALUTION							
1	09/16/24	5-YR PERIODIC EVALUATION	1,000.69			50 65000	324		10205
		0667.031							
		Total for Vendor:	1,000.69						
10752	-98887E	720 HERC RENTALS INC	951.02						
1	09/06/24	COLD MIX ASPHALT PATCH	760.82			50 65000	353		10205
		34914403-001							
2	09/06/24	COLD MIX ASPHALT PATCH	190.20			50 65000	517		10205
		34914403-001							
		Total for Vendor:	951.02						
10806	-98876E	734 MHS MANUFACTURED HOME SALES	107,055.00						
		1ST PAYMENT CL# 8645							
1	09/03/24	MODULAR FACILITY 2/2 INSTALLMT	107,055.00*			20 62000	512		10461
		Total for Vendor:	107,055.00						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10805	50070S 999999	MICHAEL FREDERICK PAVING CORP	511.15						
	Water HYDRANT METER Deposit refund METER 8428274								
27487-17									
1	09/15/24	WATER HY METER 8428274 REFUND	511.15			50 20550			10205
27487-17									
		Total for Vendor:	511.15						
10804	50071S 999999	MICHELS PACIFIC ENERGY	650.00						
	Water HYDRANT METER Deposit refund METER 8927371								
27489-14									
1	09/15/24	WATER HY METER 8927371 REFUND	650.00			50 20550			10205
27489-14									
		Total for Vendor:	650.00						
10773	-98883E 208	PG&E #6480-8	1,252.13						
	Acct #8565976480-8								
1	09/15/24	12th & K 8565976725	10.83			30 63000	381		10205
2	09/15/24	11TH STREET - 8562053214	51.88			30 63000	381		10205
3	09/15/24	RIO MESA CIR - 8564394360	25.65			30 63000	381		10205
5	09/15/24	MISSION/14TH - 8569413449	30.79			30 63000	381		10205
6	09/15/24	VERDE/RIO MESA - 8560673934	64.14			30 63000	381		10205
7	09/15/24	Mission Heights - 8565976482	187.48			30 63000	381		10205
8	09/15/24	MISSION S. 14TH - 8561483265	15.38			30 63000	381		10205
9	09/15/24	Tract 2605 - 8565976109	40.19			30 63000	381		10205
10	09/15/24	9898 River Rd. - 8565976002	390.64			30 63000	381		10205
11	09/15/24	9898 River Rd. - 8565976004	48.83			30 63000	381		10205
12	09/15/24	9898 River Rd. - 8565976008	227.10			30 63000	381		10205
13	09/15/24	9898 River Rd. - 8565976014	78.41			30 63000	381		10205
14	09/15/24	9898 River Rd. - 8565976481	58.42			30 63000	381		10205
15	09/15/24	9898 River Rd. - 8565976483	22.39			30 63000	381		10205
		Total for Vendor:	1,252.13						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10772	-98884E	209 PG&E #6851-8	20,738.25						
	Acct #3675186851-8								
1	09/16/24	Old Fire Station/1297 L St	27.24			20 62000	381		10205
2	09/16/24	Fire Station/1150 Mission	10.52			20 62000	381		10205
3	09/16/24	Water Works #1/Well 3	382.81			50 65000	381		10205
4	09/16/24	Bonita Pl & 16th/Well 4	6,982.98			50 65000	381		10205
5	09/16/24	N St/WWTF	12,787.55			40 64000	381		10205
6	09/16/24	2HP Booster Station	10.52			50 65000	381		10205
7	09/16/24	Mission Heights Booster	10.52			50 65000	381		10205
8	09/16/24	14th St. & K St.	129.43			50 65000	381		10205
9	09/16/24	942 Soka Way lift station	102.91			40 64000	379		10205
10	09/16/24	Missn&12th Landscape-St light	139.55			30 63000	381		10205
11	09/16/24	SLT Well	154.22			50 65000	381		10205
		Total for Vendor:	20,738.25						
10763	50057S	25 QUEST PLANNING, INC	93.75						
1	08/31/24	WWTF PERMIT ASSISTANCE	93.75			40 64000	587	20001	10205
1842									
		Total for Vendor:	93.75						
10781	50072S	481 SAN MIGUEL COMMUNITY SERVICES	88.60						
	ACCT# 27476-00								
1	09/15/24	1199 MISSION IRRIG MTR 27476-0	88.60			30 63000	384		10205
10782	50072S	481 SAN MIGUEL COMMUNITY SERVICES	28.62						
	Acct#27475-00								
1	09/15/24	1765 BONITA 27475A-00	28.62			40 64000	384		10205
10783	50072S	481 SAN MIGUEL COMMUNITY SERVICES	41.55						
	Acct#27475-00								
1	09/15/24	1765 BONITA 27475-00	41.55			40 64000	384		10205
10784	50072S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
	01004-00								
1	09/15/24	1150 MISSION ST SMFD 1004B-00	2.00			20 62000	384		10205

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10785 20547-00	50072S	481 SAN MIGUEL COMMUNITY SERVICES	219.36						
1	09/15/24	1203 MISSION IRIG MTR 20547-0	219.36			30 63000	384		10205
10786 01004-00	50072S	481 SAN MIGUEL COMMUNITY SERVICES	126.03						
1	09/15/24	1150 MISSION ST SMFD 1004-00	126.03			20 62000	384		10205
10787	50072S	481 SAN MIGUEL COMMUNITY SERVICES	39.05						
1	09/15/24	942 SOKA WAY 20840-00	39.05			40 64000	384		10205
		Total for Vendor:	545.21						
10754 ACCT# 318691 090124 090124	50058S	238 SAN MIGUEL GARBAGE	122.46						
1	09/01/24	AUG 2024	61.23			40 64000	383		10205
2	09/01/24	AUG 2024	61.23			50 65000	383		10205
		Total for Vendor:	122.46						
10747 2024662 2024638	50059S	13 SCHMITZ PLUMBING INC	2,626.77						
1	09/05/24	BACKFLOW CLEAN, REPR &RE-TEST	653.74			40 64000	351		10205
2	09/05/24	BACKFLOW CLEAN, REPR &RE-TEST	1,973.03			20 62000	352		10205
		Total for Vendor:	2,626.77						
10769 MARTINES OIT I MARTINES OIT 1	50062S	460 STATE WATER RESOURCES CONTROL	95.00						
1	09/13/24	MARTINES OIT I	95.00			40 64000	715		10205
		Total for Vendor:	95.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10775	50073S	43 STERICYCLE, INC	76.05						
1	09/18/24	SHRED CONTAINER	3.80			30 63000	305		10205
8008414265									
2	09/18/24	SHRED CONTAINER	34.23			40 64000	305		10205
8008414265									
3	09/18/24	SHRED CONTAINER	34.22			50 65000	305		10205
8008414265									
4	09/18/24	SHRED CONTAINER	3.80			60 66000	305		10205
8008414265									
		Total for Vendor:	76.05						
10776	50074S	280 TEMPLETON UNIFORMS, LLC	10.19						
MINCITAR									
1	09/17/24	TAG- CHAIDEZ	10.19			20 62000	495		10205
9325									
		Total for Vendor:	10.19						
10756	50060S	282 THE BLUEPRINTER	151.74						
1	08/31/24	BLOOD DR/APPLICATION BANNER	151.74			20 62000	395		10205
24-1040									
		Total for Vendor:	151.74						
10801	-98879E	301 US BANK	494.66						
TP STATEMENT DATE 9/22/24									
1	09/01/24	RINGCENTRAL SEP PHONE	98.45			20 62000	310		10205
TP SEP 24									
2	09/01/24	RINGCENTRAL SEP PHONE	9.84			30 63000	310		10205
TP SEP 24									
3	09/01/24	RINGCENTRAL SEP PHONE	104.99			40 64000	310		10205
TP SEP 24									
4	09/01/24	RINGCENTRAL SEP PHONE	104.98			50 65000	310		10205
TP SEP 24									
5	09/01/24	RINGCENTRAL SEP PHONE	9.84			60 66000	310		10205
TP SEP 24									
6	08/30/24	CHECKS FOR LESS	49.97			20 62000	410		10205
TP SEP 24									

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	08/30/24	CHECKS FOR LESS	4.99			30 63000	410		10205
TP SEP 24									
8	08/30/24	CHECKS FOR LESS	53.30			40 64000	410		10205
TP SEP 24									
9	08/30/24	CHECKS FOR LESS	53.31			50 65000	410		10205
TP SEP 24									
10	08/30/24	CHECKS FOR LESS	4.99			60 66000	410		10205
TP SEP 24									
10802	-98878E	301 US BANK	4,223.55						
		KD STATEMENT DATE 9/22/2024							
1	08/23/24	KATOM REST. ICE MACHINE	2,051.47			40 64000	305		10205
KD SEP 24									
2	08/23/24	KATOM REST. ICE MACHINE	2,051.48			50 65000	305		10205
KD SEP 24									
3	09/19/24	LOWES TAPE	15.20			40 64000	305		10205
KD SEP 24									
4	09/19/24	LOWES TAPE	15.20			50 65000	305		10205
KD SEP 24									
5	09/19/24	LOWES SHOVELS,WRENCH	45.10			40 64000	490		10205
KD SEP 24									
6	09/19/24	LOWES SHOVELS,WRENCH	45.10			50 65000	490		10205
KD SEP 24									
10803	-98877E	301 US BANK	994.58						
		SY STATEMENT DATE 98/22/24							
1	09/13/24	APPLE ICLOUD	2.99			20 62000	465		10205
SY SEP 24									
2	09/13/24	AMAZON	229.40			20 62000	305		10205
SY SEP 24									
3	08/21/24	TSUPPLY RO SYSTEM	79.34			20 62000	305		10205
SY SEP 24									
4	08/22/24	TAKKEN- YOUNG	205.53			20 62000	495		10205
SY SEP 24									
5	08/22/24	CITY OF SLO PARKING	2.00			20 62000	305		10205
SY SEP 24									
6	08/28/24	49ER COMMUNICATIONS	131.86			20 62000	305		10205
SY SEP 24									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	09/12/24	TSUPPLY DEF	38.64			20 62000	305		10205
	SY SEP 24								
8	09/11/24	PATRIOTIC BRANDS- FLAGS	179.87			20 62000	305		10205
	SY SEP 24								
9	09/10/24	LOWES SPECIALTY BAT	124.95			20 62000	450		10205
	SY SEP 24								
		Total for Vendor:	5,712.79						
10755	50061S	327 VALLI INFORMATION SYSTEMS	153.15						
	AUG BILLING								
1		AUG Web Posting, Postage	0.00			40 64000	374		10205
2		AUG JULY Web Posting, Postage	0.00			50 65000	374		10205
3		AUG Printing	0.00			40 64000	374		10205
4		AUG Printing	0.00			50 65000	374		10205
5	08/31/24	AUG OTC/Online Monthly Maint	37.50*			40 64000	334		10205
96372									
6	08/31/24	AUG OTC/Online Monthly Maint	37.50*			50 65000	334		10205
96372									
7		Printed insert	0.00			20 62000	395		10205
10	08/31/24	AUG IVR SERVICE FEE/ALERT	39.07			40 64000	374		10205
96372									
11	08/31/24	AUG IVR SERVICE FEE/ALERT	39.08			50 65000	374		10205
96372									
		Total for Vendor:	153.15						
10779	-98881E	511 VERIZON	424.48						
	TABLETS: UTILITIES x4								
	CELL PHONE: TMP, MS, TP, KD, DP								
	7/09/24 - 8/08/24								
1	09/08/24	AUG UTILITIES CELL PHONES X4	17.14			30 63000	465		10205
9973370521									
2	09/08/24	AUG UTILITIES CELL PHONES X4	154.09			40 64000	465		10205
9973370521									
3	09/08/24	AUG UTILITIES CELL PHONES X4	154.09			50 65000	465		10205
9973370521									
4	09/08/24	AUG UTILITIES CELL PHONES X4	17.14			60 66000	465		10205
9973370521									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6	09/08/24	AUG T PARENT CELL PHONE	2.60			30 63000	465		10205
9973370521									
7	09/08/24	AUG T PARENT CELL PHONE	23.40			40 64000	465		10205
9973370521									
8	09/08/24	AUG T PARENT CELL PHONE	23.42			50 65000	465		10205
9973370521									
9	09/08/24	AUG T PARENT CELL PHONE	2.60			60 66000	465		10205
9973370521									
10	09/08/24	AUG 4GB DATA PLAN	1.50			30 63000	465		10205
9973370521									
11	09/08/24	AUG 4GB DATA PLAN	13.50			40 64000	465		10205
9973370521									
12	09/08/24	AUG 4GB DATA PLAN	13.50			50 65000	465		10205
9973370521									
13	09/08/24	AUG 4GB DATA PLAN	1.50			60 66000	465		10205
9973370521									
Total for Vendor:			424.48						
10770	50075S	732 WALLACE GROUP	53,504.00						
PROJ#	0406-0031-00								
1	09/23/24	WWTF ENGINEERING 2022-43	53,504.00			40 64000	587	20001	10205
63132									
Total for Vendor:			53,504.00						
10800	50076S	317 WESTERN JANITOR SUPPLY INC	263.18						
1	09/13/24	CLEANING SUPPLIES	165.68			20 62000	305		10205
216556									
3	09/13/24	CLEANING SUPPLIES	48.75			40 64000	305		10205
216556									
4	09/13/24	CLEANING SUPPLIES	48.75			50 65000	305		10205
216556									
Total for Vendor:			263.18						
10746	-98890E	612 WEX BANK	777.32						
FUEL BILL CLOSING DATE: 09/07/24									
1	09/07/24	FUEL 8600 AUG	276.19			20 62000	485		10205
99604048									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2 99604048	09/07/24 FUEL 8601 AUG		0.00			20 62000	485		10205
3 99604048	09/07/24 FUEL 8668 AUG		0.00			20 62000	485		10205
4 99604048	09/07/24 FUEL OES		0.00*			20 62000	307		10205
5 99604048	09/07/24 FUEL U8632 AUG		102.21			40 64000	485		10205
8 99604048	09/07/24 FUEL U8632 AUG		102.21			50 65000	485		10205
9 99604048	09/07/24 FUEL U8634 AUG		0.00			40 64000	485		10205
10 99604048	09/07/24 FUEL U8634 AUG		0.00			50 65000	485		10205
11 99604048	09/07/24 FUEL U8636 AUG		153.75			50 65000	485		10205
12 99604048	09/07/24 FUEL U8636 AUG		153.76			40 64000	485		10205
13 99604048	09/07/24 REBATE ADJUSTMENT		-3.78			20 62000	485		10205
14 99604048	09/07/24 REBATE ADJUSTMENT		-3.51			40 64000	485		10205
15 99604048	09/07/24 REBATE ADJUSTMENT		-3.51			50 65000	485		10205
	Total for Vendor:		777.32						
10797	50077S 473 WHITE BRENNER LLP FOR LEGAL SERVICES AUG 2024		4,463.60						
1	AUG SOLID WASTE LEGAL		0.00			60 66000	327		10205
2	SOLID WASTE LEGAL SB1383		0.00			60 66000	327		10205
3	09/12/24 AUG WATER LEGAL		554.40			40 64000	327		10205
50768	SEP								
4	09/12/24 AUG WATER LEGAL		523.60			50 65000	327		10205
50768	SEP								
5	AUG STEINBECK V SLO		0.00			50 65000	332		10205
6	09/12/24 AUG FIRE LEGAL		18.50			20 62000	327		10205
50771	SEP								

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	09/12/24 AUG SEWER LEGAL		369.60			40 64000	327		10205
50772	SEP								
8	AUG SMEA LEGAL		0.00			40 64000	331		10205
9	AUG SMEA LEGAL		0.00			50 65000	331		10205
10	09/12/24 AUG HR LEGAL		45.88			20 62000	333		10205
50769	SEP								
11	09/12/24 AUG HR LEGAL		0.93			30 63000	333		10205
50769	SEP								
12	09/12/24 AUG HR LEGAL		13.30			40 64000	333		10205
50769	SEP								
13	09/12/24 AUG HR LEGAL		13.14			50 65000	333		10205
50769	SEP								
14	09/12/24 AUG HR LEGAL		0.74			60 66000	333		10205
50769	SEP								
15	09/12/24 AUG GENERAL LEGAL - ADMIN		556.60			20 62000	327		10205
50767	SEP								
16	09/12/24 AUG GENERAL LEGAL - ADMIN		54.13			30 63000	327		10205
50767	SEP								
17	09/12/24 AUG GENERAL LEGAL - ADMIN		834.90			40 64000	327		10205
50767	SEP								
18	09/12/24 AUG GENERAL LEGAL - ADMIN		1,120.08			50 65000	327		10205
50767	SEP								
19	09/12/24 AUG GENERAL LEGAL - ADMIN		43.30			60 66000	327		10205
50767	SEP								
20	AUG PUBLIC RECORDS REQ		0.00			20 62000	327		10205
21	AUG PUBLIC RECORDS REQ		0.00			30 63000	327		10205
22	09/12/24 AUG PUBLIC RECORDS REQ		157.25			40 64000	327		10205
50770	SEP								
23	09/12/24 AUG PUBLIC RECORDS REQ		157.25			50 65000	327		10205
50770	SEP								
24	AUG PUBLIC RECORDS REQ		0.00			60 66000	327		10205
Total for Vendor:			4,463.60						
# of Claims			65	Total:	227,286.60	# of Vendors	26		
Total Electronic Claims					141,927.04				
Total Non-Electronic Claims					85359.56				

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10205 OPERATING CASH - 5 STAR	6,545.14
10461 COMMUNITY BANK OF SANTA MARIA	107,055.00
30 STREET LIGHTING DEPARTMENT	
10205 OPERATING CASH - 5 STAR	2,094.38
40 WASTEWATER DEPARTMENT	
10205 OPERATING CASH - 5 STAR	86,225.28
50 WATER DEPARTMENT	
10205 OPERATING CASH - 5 STAR	24,983.08
60 SOLID WASTE DEPARTMENT	
10205 OPERATING CASH - 5 STAR	383.72
Total:	227,286.60

SAN MIGUEL CSD Investment Portfolio Report - MONTHLY

9/30/2024



	SECURITY	TYPE	PRICE	COUPON	AMOUNT	YIELDS AVG YIELD	ANNUAL CASH FLOW	MATURITY DATE	FDIC CERT #	SETTLE DATE	MARKET VALUE AS OF REPORT	PORTFOLIO %
Fire - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	4.43%	\$ 2,514.58	4.44%	\$ 116.43				\$ 2,514.58	0.1%
	Insured Bank MMKT	CASH	\$ 1.00	0.45%	\$ -	0.45%	\$ -				\$ -	0.0%
	Fed. Home Loan Bank	AGCY	\$ 100.00	5.02%	\$ 100,000.00	5.02%	\$ 5,020.00	3/13/2026	N/A	4/12/2024	\$ 100,124.00	5.1%
	total: \$ 102,638.58											
Lighting - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	4.47%	\$ 38,155.02	4.43%	\$ 1,766.58				\$ 38,155.02	2.0%
	Insured Bank MMKT	CASH	\$ 1.00	0.45%	\$ -	0.45%	\$ -				\$ -	0.0%
	JP Morgan Chase NA	CD	\$ 100.00	5.25%	\$ 138,000.00	5.25%	\$ 7,245.00	8/15/2028	628	8/15/2023	\$ 138,289.80	7.1%
	BMW Bank NA	CD	\$ 100.00	4.60%	\$ 200,000.00	4.60%	\$ 9,200.00	3/10/2028	35141	3/10/2028	\$ 205,818.00	10.3%
	total: \$ 382,262.82											
Lighting - Reserve	Fidelity Govt MMKT	CASH	\$ 1.00	5.01%	\$ 11,656.04	5.01%	\$ 539.67				\$ 11,656.04	0.6%
	Insured Bank MMKT	CASH	\$ 1.00	0.45%	\$ -	0.45%	\$ -				\$ -	0.0%
	Morgan Stanley Bank NA	CD	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	32992	3/10/2028	\$ 150,817.50	7.7%
	total: \$ 162,473.54											
Wastewater- LT Mnt	Fidelity Govt MMKT	CASH	\$ 1.00	4.63%	\$ 213.24	4.63%	\$ 9.87				\$ 213.24	0.0%
	Insured Bank MMKT	CASH	\$ 1.00	0.00%	\$ -	0.45%	\$ -				\$ -	0.0%
	People's Bank	cCD	\$ 100.00	4.55%	\$ 100,000.00	4.55%	\$ 4,550.00	9/20/2029		9/20/2024	\$ 100,140.00	5.1%
	FNMA	AGCY	\$ 99.55	4.375%	\$ 205,000.00	4.48%	\$ 8,968.75	8/6/2029	N/A	8/6/2024	\$ 204,661.75	10.5%
	Fannie Mae	AGCY	\$ 99.56	5.00%	\$ 200,000.00	5.10%	\$ 10,000.00	4/17/2029	N/A	4/17/2024	\$ 200,698.00	10.3%
	Fed. Home Loan Bank	AGCY	\$ 100.47	4.75%	\$ 310,000.00	4.64%	\$ 14,725.00	2/6/2029	N/A	2/9/2024	\$ 312,495.50	15.9%
	total: \$ 818,208.49											
Wastewater - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	4.63%	\$ 22,716.80	5.01%	\$ 1,051.79				\$ 22,716.80	1.2%
	Insured Bank MMKT	CASH	\$ 1.00	0.45%	\$ 1,103.83	0.45%	\$ 4.97				\$ 1,103.83	0.1%
	BMO HARRIS BANK NA	CD	\$ 100.00	5.00%	\$ 200,000.00	5.00%	\$ 10,000.00	5/18/2028	16571	5/18/2023	\$ 200,308.00	10.3%
	MEDALLION BANK	CD	\$ 100.00	5.00%	\$ 103,000.00	5.00%	\$ 5,150.00	5/24/2028	57449	3/8/2023	\$ 103,093.73	5.3%
	total: \$ 327,222.36											
Water - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	5.01%	\$ 11,656.04	5.01%	\$ 583.97				\$ 11,656.04	0.6%
	Insured Bank MMKT	CASH	\$ 1.00	0.45%	\$ -	0.45%	\$ -				\$ -	0.0%
	Morgan Stanley Private Bk	CD	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	34221	3/10/2023	\$ 150,792.00	7.7%
	total: \$ 162,448.04											
Total & Average:					\$ 1,944,015.55	4.83%	\$ 94,082.03				\$ 1,955,253.83	100%

Disclosure

Registered Representative Securities offered through Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Investment Advisor Representative Cambridge Investment Research Advisors, Inc., a Registered Investment

SMCSD STATEMENTS OF INFORMATION:

As of this report date the District is in compliance with the SMCSD Investment Policy.

As of this report date the District has the ability to meet it's expenditure requirements through:

March 30, 2025

Kelly Dodds, General Manager SMCSD

Michelle Hido, Financial Officer SMCSD

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.2

SUBJECT: Review and approve changes to the Board Handbook by RESOLUTION 2024-45.
(approve by 3/5 Vote)

SUGGESTED ACTION: Review and approve RESOLUTION 2024-45 adopting changes to the Board Handbook.

DISCUSSION:

The Board Handbook is the document which guides the actions of the Board. Over the life of this document, it has been modified to include, and remove, legal and board directed requirements to provide a basis for how the Board conducts themselves, as well as their interaction with the public.

At the August Board meeting the Board asked that a new subsection be added that outlines an officials disciplinary procedure, as well as adding page numbers to the agenda:

1. Chapter 9 (C)(a)(iv) was added to include the starting page of each item on the agenda. *(Starting on Page 34 of Board Handbook, due to Table of Contents)*
2. Chapter 12 (K) was added to include 'Officials Disciplinary Procedure' as shown in the provided redline copy of the Board Handbook. *(Starting on Page 50 of Board Handbook, due to Table of Contents)*

The Board should review the Handbook and provide any additional comments to staff. If there are no additional inclusions, then the Board should approve the revised handbook.

FISCAL IMPACT:

Staff and legal time to make revisions and prepare a draft handbook copy for the Board.

PREPARED BY: Christina Pritchard

RESOLUTION NO. 2024-45

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT REVISING THE SAN MIGUEL
COMMUNITY SERVICES DISTRICT BOARD MEMBERS’ HANDBOOK**

WHEREAS, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”) and most recently revised again on March 23,2023; and

WHEREAS, the Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters; and

WHEREAS, the Board desires to make revisions throughout the Board Handbook to include agenda page numbers and disciplinary procedures, in addition to other formatting and grammatical errors.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, revised the San Miguel Community Services District Board Members’ Handbook, attached hereto and incorporated as Exhibit A.

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

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

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

San Miguel
Community
Services District



Board Members'
Handbook

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PART I: ADMINISTRATIVE GUIDELINES

Chapter 1: Introduction & Overview

A. Purpose of San Miguel Community Services District Board Member's Handbook

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board Members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board Members and other elected or appointed officials, and other related matters. The Handbook supersedes any other Handbooks which govern the Board, Committees, or Advisory Groups.

The Board of Directors (Board) is elected by the people of San Miguel and as such is the voice for the People who receive services from the District. The Board is committed to acting in the best interest of the people it serves.

B. Overview of Basic Documents

This Handbook is a summary of the important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

1. California Government Code

The California Government Code is a compilation of legal codes enacted by the California State Legislature which collectively form the general statutory law of California. The Government Codes contain many requirements for the operation of local government and administration of public meetings throughout the state such as open meeting laws, also known as the Brown Act, which ensures public awareness of local body decisions which affect the community they live in. The District is a "Special District" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.¹

2. Ordinances

An ordinance prescribes a permanent rule of conduct subject to the jurisdiction of the District and remains in effect until the ordinance is repealed. The Board

shall act by ordinance or resolution. All ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action is unanimous. All ordinances adopted by the Board shall be numbered consecutively, starting anew at the beginning of each fiscal year.

3. Annual Budget

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

4. Emergency Operations Plan

The District maintains an emergency plan entitled "Emergency Operations Plan", which describes actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

C. Orientation of New District Officials

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for Members to tour facilities and meet with key Staff. At any time, if there are facilities or programs about which Board Members would like more information, arrangements will be made to increase awareness of these operations.

Basic Definitions:

1. Chair/Presiding Officer is the individual authorized by law or District Policy to oversee, direct and preside over the public meeting of the Board or any other District Committee.
2. District Official is any elected or appointed Member of the Board or District Committee established by resolution or Board policy.
3. Board of Directors is the legislative body of five (5) members who govern each district by establishing policies for the operation of the District. Each Board Member serves a term of four (4) years or until his or her successor qualifies and takes office.²

Chapter 2: Board—General Powers and Responsibilities

A. Board Authority

The Board is the unit of authority within the District. Board Members have no individual authority. As individuals, Board Members may not commit the District to any policy, act, or expenditure. Board Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District Staff Members.

B. Board Functions

Each Board Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board Members shall take office at noon on the first Friday in December following their election.³ The Board approves the budget and determines the public services to be provided, as well as the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

Each Board Member shall not hold an incompatible office. Service on a municipal advisory council or area planning commission shall not be considered an incompatible office.⁴ Each Board Member shall hold office and discharge his or her duties with loyalty. Each Board Member shall attend all regular and special meetings of the Board, unless there is good cause.

No person shall be a candidate for the Board of Directors unless he or she is a voter of the District. All Members of the Board shall exercise their independent judgement on behalf of the interests of the entire District. A Member of the Board shall not be a compensated employee of the District.⁵

Board President and Vice-President Functions:

1. President

The President is to preside at all Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President

is also recognized as the official head of the District for all ceremonial purposes. The Board shall select the President annually in December.

2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

C. Attendance Requirements

Each Board Member shall attend all Meetings of the Board unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.

An excused absence may include:

- a. Illness of the Member, illness or death of a Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.
- h. Employment scheduling conflict

A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.⁶

1. Remote Attendance

Any Board Member who needs to remotely attend a public meeting must notify the Board at the earliest opportunity, up to and including the start of a regular meeting, of their need to participate remotely, including a general description of the circumstances necessitating remote attendance. The general description does not require the Board Member to disclose any medical diagnosis or disability, or any personal medical information.

Each member of the Board may only remotely attend a meeting for just cause twice in one calendar year. There is no restriction on the number of times remote attendance may be utilized for emergency circumstances; however, remote participation may not exceed more than three (3) consecutive months or twenty percent (20%) of the regular meetings for the District within a calendar year.

When remote attendance is requested pursuant to emergency circumstances, the Board must take action to approve the request at the earliest opportunity. If the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made, the Board may take such action at the beginning of the meeting. Additionally, the remotely attending Board Member must publicly disclose at the meeting, before any action is taken, whether any other individuals who are 18 years of age or older are present in the room at the remote location and the general nature of the member's relationship to such individuals.⁷

2. Required Sign-In Sheets

In order to receive his or her monthly stipend, Board Members will be required to sign in on two (2) separate occasions at each Board Meeting.

The sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board Meeting. The sign-in sheet will then be circulated during the "Board Comments" agenda item of the Board Meeting.

D. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager

The General Manager is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for implementation of policies established by the Board and supervision of district employees, facilities, and finances.⁸

2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

E. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District maintains an "Emergency Operations Plan" by and which the role of Board Members and District Staff is identified.

F. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

Chapter 3: Board Administrative Support

A. Requests for Research or Information

Board Members may request information or research from the General Manager on a given topic. All Board Member requests for research or information should only be directed to the General Manager and not directly to a District Staff Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

B. Inappropriate Actions

The Board has delegated to the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board Member. The General Manager will discuss with the Board Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

Chapter 4: Board Member Finances

A. Board Member Compensation

Pursuant to Government Code section 61047, Board Members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board Members may waive their stipends as provided by state law⁹; however, they may not elect to assign their salary to any person or entity, including a charitable organization.

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

The following types of authorized functions are eligible for compensation:

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

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

1. For the relevant Board Meeting, if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board Meeting, or fails to attend the entire Board Meeting without a Board-approved excused absence.
2. No Board Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
 - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
 - c. If the District declares bankruptcy; or
 - d. Existing departmental Staff are laid off due to budget problems.
3. Fails to complete the Statement of Economic Interest (Form 700).
 4. Fails to complete the required training within sixty (60) days of appointment. Compensation will be withheld until training is completed.
 5. Two (2) unexcused absences will result in a forfeiture of the Board Member's stipend for the remainder of the fiscal year.

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

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

B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board Members, and mileage reimbursement, which are made for District business.¹⁰ Expenses for Board Members shall be approved in advance by the Board. Donations to organizations are not eligible, nor are meals, for individuals other than Board Members.

C. Expenditure Guidelines

Any expense must be related to District affairs.¹¹ Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional

circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

Chapter 5: Board Member Communications

A. Overview

Perhaps the most fundamental role of a Board Member is communication; communication with the public to assess community options and needs, and communication with Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when Members are expressing personal views and not those of the Board, the public should be so advised. When responding to constituent requests or concerns, Board Members should respond to the individuals in a positive manner and route their questions to the General Manager.

B. Speaking “for the District”

When Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual Member.

C. Correspondence to Board Members

1. Written correspondence to the Board from staff will be through secure District Email.
2. Board packets will be provided to the Board through District email. Paper copies of Board packets and other information will not be provided unless an exception is granted by the Board President or General Manager.

D. Correspondence from Board Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of the Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:

- a. Board Members shall not write or send letters on District stationary or letterhead without Board approval.
- b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board Member.
- c. Board Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

E. Confidential Issues

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any member of the public, including the press. Violations are subject to civil action as discussed in Chapter 9: Open Meetings—Penalties and Applicability.

F. Local Ballot Measures

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual Members may take on ballot measures under California law.

G. State Legislation, Propositions

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

H. Proclamations

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g., Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board Members do

not issue proclamations but may request that the President issue a proclamation.

Chapter 6: District Officials—Conflicts & Liability

A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Elected officials' home addresses or telephone numbers are not to be posted or provided without written permission of the official.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before said official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

B. Political Reform Act

The Political Reform Act prohibits public officials (including elected officials such as District Board Members) from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a Board Member has a conflict of interest, the Member must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the Board Member must leave the area where the discussion is taking place.

A Board Member has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally on one (1) or more of the economic interests of the public official or a member of the public official’s immediate family.”¹²

Economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more within one (1) year of the decision, and gifts of Five Hundred and Twenty Dollars (\$520¹³) or more provided to or received within one (1) year of the decision.¹⁴

Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.¹⁵ If a Board Member has a pro rata share interest in real property, in which the Board Member or immediate family Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.¹⁶

Board Members are also prohibited from knowingly accepting, soliciting, or directing a contribution of more than Two Hundred Fifty Dollars (\$250) from any party (or their agent) while a proceeding involving a license, permit or entitlement is pending before the district and for twelve (12) months following the date a final decision is rendered. If a Board Member accepts more than \$250 prior to rendering a decision, they shall disclose that on the record of the proceeding and recuse themselves from participating in the decision-making. However, if the Board Member returns the contribution within thirty (30) days from the time the Member knew or reasonably should have known of the contributions, the Member shall be permitted to participate in the proceedings.¹⁷

Determining whether a Board Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest.

A Board Member who believes they may have a conflict of interest must take the following steps:¹⁸

- 1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

2. Recuse yourself from both the discussion and the vote on the matter.

Recusal applies to all proceedings related to the matter.

3. Leave the room until the matter has been completed.

The matter is considered complete when there is no further discussion, vote, or any other action.¹⁹

Exceptions: if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

C. Government Code Section 1090

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official's personal attorney.

There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

D. Conflict of Interest Forms

Annual disclosure statements are required of all Board Members and senior Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

E. Ex Parte Communications

All Board Members may have "ex parte" communications—meaning communications outside the meeting forum. However, such communications should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This

guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board Members' obligations under California State law.

F. Liability

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high-profile services (e.g., fire, utilities), risk cannot be eliminated.

The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District, they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, sexual assault, or fraud.

G. AB 1234 Training

California State law requires any compensated member of a legislative body to receive two (2) hours of ethics training in general ethics principles and ethics law within twelve (12) months of their first date of service and then every two (2) years thereafter.²⁰

H. AB 1661 Training

California State law requires local agency officials to receive two (2) hours of sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.²¹

I. Tracking Board Member Training

Board Member(s) who fail to complete the required training within the specified timeframe will be placed on each subsequent regular Board Member agenda to discuss which Board Member(s) is out of compliance and upcoming opportunities to bring them into compliance. Additionally, the Board Member(s) will forfeit his/her stipend consistent with the rules set forth in Chapter 4(A)(a).

Chapter 7: District Officials—Interaction with Staff and Officials

A. Overview

Board policy is implemented through District Staff. Therefore, it is critical that the relationship between the Board and Staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and Staff, it is important that roles are clearly recognized.

B. Board-Manager Relationship

1. Employment Relationship Between the Board and the General Manager

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District Staff being directed, intentionally or unintentionally, by one (1) or more Members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

2. Evaluation

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

3. Open Communication

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board Members to provide information on various issues before the Board.

4. Staff Roles

The Board recognizes the primary functions of Staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing Staff directly, but should instead submit any requests to the General Manager or District Counsel. Further, any

comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual Members of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District Staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board Member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to Staff through the direction of the full Board.

C. General Manager Code of Ethics

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

D. Board-District Counsel Relationship

1. District Counsel

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

2. District Counsel Legal Responsibilities

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and
- d. To keep the Board and Staff apprised of court rulings and legislation affecting the legal interest of the District.

3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board Members but the Board as a whole.

E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board Members must agree that an individual Board Member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board Member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

F. Access to Information and Communications Flow

1. Objectives

It is the responsibility of Staff to ensure Board Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board Members must avoid intrusion into those areas that are the responsibility of the Staff. Individual Board Members shall not intervene in Staff decision-making, the development of Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect Staff from undue influence and pressure from individual Board Members and to allow Staff to execute priorities given by the General Manager on behalf of the Board as a whole, without fear of reprisal.

2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct Staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual Members of the Board shall not make direct attempts to pressure or influence Staff decisions, recommendations, workloads, schedules, and department priorities. If a Board Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of Staff, that Member must prevail upon the Board to do so as a matter of Board policy. Board Members also have a responsibility of information flow. It is critical that they make extensive use of Staff reports, Committee reports, and committee minutes. Board Members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from Staff, via the General Manager, if necessary.

3. Access to Information

Individual Board Members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of Staff and shall receive the full cooperation and candor of Staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board Members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g., Staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to Members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board Members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

G. Dissemination of Information

In cases where a Staff response to an individual Board Member request involves written materials which may be of interest to other Board Members, the General Manager will provide copies of the material to all other Board Members. In making this judgment, the General Manager will consider whether the

information is significant, new, otherwise not available to the Board, or of interest to the Board.

H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of Staff in any level of political involvement through campaigns, fundraisers, or other means.

1. Staff Members

By working for the District, Staff Members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

2. Management Staff

The General Manager strongly discourages any involvement in local campaigns, even while on personal time. Such involvement erodes the tenet that Staff are to provide an equal level of service to all Members of the Board.

3. General Employees

These employees have no restrictions while off the job; however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by Staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board Member asking Staff to sign petitions or similar items can create an awkward situation.

I. General Conduct Expectations

Board Members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board Members, the public, and District Staff while in Board Meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board Members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board Members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board Meetings and community Meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board Members will be provided District e-mail addresses. Board Members shall not use his or her personal e-mail address for District-related matters.

Chapter 8: Leaving Office

A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.²² A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.²³ Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

1. Appointing a New Member

If the Board wishes to appoint a new Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.²⁴ Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.²⁵

2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.²⁶ The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.²⁷

3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.²⁸ If the County Board of Supervisors calls for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.²⁹

B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.³⁰ However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

Chapter 9: Open Meetings—Brown Act

A. Policy

1. Introduction

The Board shall hold a regular meeting at least once every three (3) months in compliance with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").³¹

2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

a. Penalties.

The law provides for misdemeanor penalties for Members of a body who violate the Brown Act.³² Violations are also subject to civil action.³³

b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

B. Meetings

1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board Members attend.³⁴ Social functions do not fall under the Brown Act unless District business is discussed.

2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any Member of the Board or District Staff contact more than two (2) Board Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

C. Procedure

The following procedure shall be followed:

a. Posting the Agenda

Agendas for regular Meetings must be made available seventy-two (72) hours in advance of the Meeting in the District's office and must include the following:

- i. Time and location of the Meeting.
- ii. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.
- iii. Public comments section. A section providing an opportunity for Members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)
- iii.iv. Identification of the starting page number for supporting documentation provided in the complete agenda for each and every agenda item.

b. Agenda Items

Requests for items to appear on the Board's regular meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

Requests for items to appear on a future meeting agenda, made during a Board meeting, shall be made during Board comment and be supported by at least two (2) members of the Board.

D. **Actions**

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

E. **Ex Parte Communication**

Board Members who have ex parte communications with a party that appears before them at the Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

Chapter 10: Board Meetings

A. Board Meetings

1. Regular Meetings

Regular Meetings of the Board shall be held the fourth Thursday of each month, whereby the regular Meeting will commence at 7:00 p.m., with closed session to follow the regular meeting. Meetings will be held at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.³⁵

b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the Meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.³⁶

c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

2. Special Meetings & Emergency Meetings

Special Meetings and Emergency Meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.³⁷

Notice for a Special Meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board Members. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the Special Meeting in a location that is freely accessible to members of the public. Written notice to all Board Members can be waived if the majority of the Board declares an emergency situation which requires the District to act immediately to preserve public peace, health, and safety over the District.³⁸

3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.³⁹

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.⁴⁰

a. Time Limit

Closed session will be held following the regular or special meeting agenda; closed session items are to be agendaized and the order for their consideration is specified in the agenda. A special meeting may be held for the purpose of discussing closed session items as long as all items are agendaized and all noticing requirements are met.

5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

6. Quorum⁴¹

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board Members attend. Less than a majority may adjourn from time to time and compel attendance of absent Members in the manner and under the penalties prescribed by resolution. If all Board Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board Member at least three (3) hours before the adjourned meeting.

7. Chair⁴²

The President shall preside over all Board Meetings. The President shall have the authority to preserve order at all Board Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to

interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.⁴³

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board Members present may choose another Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

8. Attendance by the Public

Except as specifically provided by law for closed sessions,⁴⁴ all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.⁴⁵

9. Action Minutes

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.⁴⁶

10. Recordings of Meetings

Audio/ Video recordings of proceedings shall be made and shall be maintained by the General Manager, or his or her designee for a term defined by law or District policy.⁴⁷

B. Policy Decision-Making Process

1. Ad-Hoc Committees

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as-needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

2. Town Hall or Community Meetings

Such meetings may be held by an individual Board Member and are not considered official governmental committees or Board Meetings. Town hall or community meetings do not require formation or appointment by the President or Board. The Board Member shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Board Members may participate in the discussion at a town hall or community meeting.

Chapter 11: Order of Business

A. General Order

The business of the Board at its Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a meeting consistent with applicable law.

1. CALL TO ORDER (approximately 6:00 p.m.)

2. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

3. APPROVAL OF AGENDA

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar.

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT (NON-AGENDA ITEMS)

6. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

7. STAFF REPORTS/COMMITTEE REPORTS

1. San Luis Obispo County
2. Camp Roberts – Army National Guard
3. Community Service Organizations
4. General Manager
5. District General Counsel
6. Director Utilities
7. Fire Chief

8. AGENDA

a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board Member or Staff Member prior to the time the Board considers the motion to adopt. A member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board Member or Staff will be considered at the beginning of the "Staff/Committee Reports" section of the agenda. A Board Member may vote "no" on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

9. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

10. BOARD COMMENTS

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

11. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. Matters discussed in closed sessions are considered confidential and include:
 - i. Meeting the local agency's designated representatives regarding salaries or compensation paid for in the form of fringe benefits for represented and unrepresented employees⁴⁸
 - ii. License/permit determination
 - iii. Conference with real property negotiators
 - iv. Existing/anticipated litigation
 - v. Liability claims
 - vi. Security threat to public service or facilities
 - vii. Public employee appointment
 - viii. Public employment
 - ix. Public employee performance evaluations
 - x. Public employee discipline, dismissal or release

- xi. Conference with labor negotiators
- xii. Case review/planning
- xiii. Trade secrets
- xiv. Hearings
- xv. Charge or complaint involving information protected by Federal law
- xvi. Conference with joint powers agency
- xvii. California State audits⁴⁹

The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

12. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.⁵⁰

D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the Staff time and research necessary to prepare the item for Board consideration.

E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on the District business, District operations, District projects, and other items of general interest.⁵¹

F. Public Hearings

1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

a. The Staff Presents its Report

After the President/Chair announces the item as it appears on the agenda, District Staff will give a presentation to the Board and the public on the Staff report prepared for the matter.

b. Initial Questions to Staff by the Board

Prior to opening up a public hearing on a matter, Board Members may ask questions of Staff, or third-party consultants, regarding the Staff report and the item.

c. President/Chair Opens the Public Hearing:

i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: “Addressing the Board.”
4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence. Materials shall be submitted to the General Manager for distribution to the board, and for the record.
5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair but may be appealed to the full Board.
 - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - b. The public input portion of the public hearing is closed.

d. Questions and Discussion from the Board

Board Members should not express their opinions on an item prior to the close of the public hearing, as the Board Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with Staff, or those Members of the public testifying to an opinion, until after all testimony has been received.

Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as “I would like the minutes to show that I am opposed to this action for the following reasons...”

e. Board Decision Occurs

Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter,

pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair, General Manager, or Board Clerk will announce the final decision of the Board.

2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

5. Ex Parte Contacts

Should a Board Member, and one (1) or more members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing.

6. Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e., amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Board Clerk.

7. A resolution may be sponsored by two (2) Directors for consideration by the remainder of the Board. Sponsored Directors will present a written presentation explaining the proposed resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date, so that it may be placed in the agenda packet for the upcoming Board meeting, for direction and consideration from the Board as a whole and for Public Comment. Once direction is given by consensus of the Board, the Directors shall present the written resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date so that it may be placed in the agenda packet for the upcoming Board meeting.

8. Voting & Publishing Requirements for Resolutions and Ordinances

a. Voting

All resolutions require a recorded majority vote of the total Membership of the Board.⁵² Resolutions shall be signed by the President, attested by the General Manager and to form by Legal Counsel.

b. Publishing

Ordinances take effect thirty (30) days after their final passage unless they meet an exception.⁵³ Within fifteen (15) days after its passage, the Board clerk shall cause each ordinance to be published at least once with the names of the Board Members voting for and against the ordinance, in a publication circulated in the District. Cost of publication shall not exceed the customary rate charged for private legal notices.⁵⁴

Chapter 12: Guidelines of Conduct

A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

E. Limit Deliberation to Item at Hand

Board Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

F. Length of Board Comments

Board Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board Member has been speaking for an excessive time period. Comments from Board Members are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

G. Limitations of Debate

Board Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board Members may speak a second time after the close of Public Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

H. Obtaining the Floor

Any Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

I. Motions

Motions may be made by any Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board Members. Any Members of the Board, other than the person offering the motion, may second the motion.

1. Procedure for Motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board Members may be allowed to explain their vote.

a. Process to Make and Second a Motion.

Board Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

2. Precedence of Motions

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

a. Motion to Adjourn the Meeting (not debatable)

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board Member who is speaking.
- III. While a vote is being taken. A motion to adjourn “to another time” shall be debatable only as to the time which the meeting is adjourned.

b. Motion to Fix Hour of Adjournment

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.⁵⁵

The Board may take action on an item not appearing on the agenda if the item was posted on the agenda for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item and the prior meeting was continued to the meeting at which action is being taken.⁵⁶

c. Motion to Table

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be “taken from the table” at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.⁵⁷

J. Voting Procedures

Any Board Member present at a meeting when a question comes up for a vote should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions and approval of regular meeting agendas. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote. Any Director may call for clarification of a voice vote.

1. Abstention

An abstention does not count as a vote for or against a matter. If a Board Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those Members present and voting." If a Board Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's

consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.⁵⁸

2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

K. OFFICIALS' DISCIPLINARY PROCEDURE

1. Purpose

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government.

2. Responsibility to Intervene

The chairs of committees, the Board President, and all Board and committee members have the additional responsibility to intervene when actions of Directors appear to be in violation of District policies or local, state, or federal laws.

3. Grounds for Disciplinary Action

The failure of a Director to comply with the provisions of this policy or District policies constitute grounds for disciplinary action against that Director. Any

Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this policy, District policies, or state, federal or local law.

4. Disciplinary Actions

The Board may impose the following disciplinary actions on a Director found to have violated the District policies, depending upon the severity or frequency of the violation:

A. Admonishment. An admonishment is appropriate for allegations of a violation of law or District policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.

B. Reprimand. A reprimand is appropriate when the Board of Directors finds that a Director has committed misconduct but determines that the misconduct does not rise to the level of requiring censure.

C. Censure. A censure is a formal resolution to reprimand an individual for misconduct and is a disciplinary action.

5. Notice

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

6. Participation of Director Who is Subject to Disciplinary Action

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaing the hearing and adopting a Resolution of Censure.

7. Opportunity to be Heard

At the disciplinary action hearing, the accused Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if they so choose. The hearing may be continued from time to time at the discretion of the Board.

8. Resolution of Censure

If, at the close of the disciplinary action hearing, the Board finds that the Director's conduct does not comply with the District's standards, the Board may direct staff to prepare a Resolution of Censure which may include the imposition of sanctions against the Director as a majority of the Board deems appropriate. Such sanctions may include, but are not limited to, removal from a committee, restrictions on District-related travel privileges, and exclusion from certain closed session discussions. At the next Board meeting, the Board may consider and adopt the Resolution of Censure including any sanctions imposed by the Board.

9. Alternative Discipline

If the Board finds that a Director has violated District Policies, but the violation does not rise to the level requiring formal censure, the Board may impose an admonishment or reprimand.

10. No Basis for Challenging a Board Decision

A violation of this Policy shall not be considered a basis for challenging the validity of a Board decision.

11. Conflicts

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

K.L. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.⁵⁹

L.M. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer to govern the conduct of Board Meetings, as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

Chapter 13: Addressing the Board

A. Oral Presentations by Members of the Public

The rules governing oral presentations by members of the public at Board Meetings are as follows:

1. When called upon, the person is requested to come to the podium, sign in on the speakers sign-in sheet, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
2. All remarks should be addressed to the Board as a whole, not to an individual Board Member.
3. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

B. Public Comment for Items NOT on the Agenda

Public Comment is the period set aside at Board Meetings for members of the public to address the Board on items of District business other than scheduled agenda items.⁶⁰

1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extends such time.

2. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

3. Response to Public Comment

The Board, at its discretion, may direct Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board Meeting, or permit a Board Member to address the individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

C. Agenda Item Oral Presentation

Any member of the public wishing to address the Board orally on District business matters appearing on the Board Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments are detailed below.

D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board Meeting.

1. Comment Cards

Comment cards may be used by members of the public in attendance at the Meeting who do not wish to, or cannot verbally, address the Board during a Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

2. Repetitious Comments Prohibited

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

E. Speaker Time Limits for an Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

F. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Board Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

G. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board Members shall fully participate in public meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board Members and the General

Manager shall stay focused, stay on topic, and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

To preserve the integrity of Board meetings, no person shall engage in disruptive behavior of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs, heckling, whistling, yelling, and other similar demonstrations;
2. Physical harassment such as impeding or blocking movement, grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment; and
3. Use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct.

If these rules are violated, the President or Presiding Officer may take the following action:

1. Warn the individual prior to removal that the behavior is disrupting and failure to cease the behavior will result in their immediate removal. Behavior which a reasonable person would receive to be an actual threat of harm or use of force may result in the immediate removal of the individual without a prior warning.
2. If the behavior persists, the President or Presiding Chair may stop the meeting and contact the Sheriff's department and order the disrupting party to sit quietly and observe the remainder of the meeting without additional input or participation.
3. If the disruptive behavior continues further, the President or Presiding Chair may request the Sheriff's department remove the individual from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said Meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.⁶¹

Appendix A
ICMA Code of Ethics

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information, or by misuse of public time is dishonest.

Appendix B
Referenced Code Citations

- ¹ Gov. Code, § 61000 *et seq.*
- ² Gov. Code, § 61040 (a)
- ³ Gov. Code, § 61042 (a)
- ⁴ Gov. Code, § 61040
- ⁵ *Ibid.*
- ⁶ Gov. Code, § 1770, subd. (g).
- ⁷ Assembly Bill 2449
- ⁸ Gov. Code, § 61051.
- ⁹ Gov. Code, § 61047.
- ¹⁰ Gov. Code, § 53232.2
- ¹¹ *Ibid.*
- ¹² Gov. Code, § 87103.
- ¹³ Gift limits are updated every odd year by the Fair Political Practices Commission. This amount is effective January 1, 2021 - December 31, 2022. Please check with District Counsel to confirm the current gift limit.
- ¹⁴ *Ibid.*
- ¹⁵ Gov. Code, § 82033.
- ¹⁶ *Ibid.*
- ¹⁷ Gov. Code, § 84308.
- ¹⁸ Gov. Code, § 87105.
- ¹⁹ Gov. Code, § 87105, subds. (a)(1)-(3).
- ²⁰ Gov. Code, § 53235.1 (b)
- ²¹ Gov. Code, § 53237.1.
- ²² Gov. Code, § 1780, subd. (b).
- ²³ Gov. Code, § 1780, subd. (c).
- ²⁴ Gov. Code, § 1780, subd. (d)(1).
- ²⁵ *Ibid.*
- ²⁶ Gov. Code, § 1780, subd. (e)(1).
- ²⁷ Gov. Code, § 1780, subd. (g)(2).
- ²⁸ Gov. Code, § 1780, subd. (f)(1).
- ²⁹ Gov. Code, § 1780, subd. (f)(2).
- ³⁰ Gov. Code, § 87406.3.
- ³¹ Gov. Code, § 61044.
- ³² Gov. Code, § 54959.
- ³³ Gov. Code, § 54960.
- ³⁴ Gov. Code, § 61045.
- ³⁵ Gov. Code, § 54954, subd. (b).
- ³⁶ Gov. Code, § 54954, subd. (e).
- ³⁷ Gov. Code, § 54956
- ³⁸ Gov. Code, § 54956.5
- ³⁹ Gov. Code, § 54955
- ⁴⁰ Gov. Code, § 54954.5.
- ⁴¹ Gov. Code, § 61045.
- ⁴² Gov. Code, § 61043
- ⁴³ Gov. Code, § 61043, subd. (b).
- ⁴⁴ Gov. Code, § 54954.5.
- ⁴⁵ Gov. Code, § 54953.
- ⁴⁶ Gov. Code, § 61045.
- ⁴⁷ Gov. Code, § 54953.5. Gov. Code, § 6250 *et seq.*

⁴⁸ Gov. Code, § 54957.6

⁴⁹ Gov. Code, § 54954.5

⁵⁰ Gov. Code, § 54954.

⁵¹ *Ibid.*

⁵² Gov. Code, § 61045, subd. (c).

⁵³ Gov. Code, § 36937

⁵⁴ Gov. Code, § 36933

⁵⁵ Gov. Code, § 54955.

⁵⁶ Gov. Code, § 54954.2 (b)(3)

⁵⁷ Gov. Code, § 36934

⁵⁸ Gov. Code, § 87100 *et seq.*

⁵⁹ *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

⁶⁰ Gov. Code, § 54954.3.

⁶¹ Gov. Code, § 54957.9.; Senate Bill 1100

San Miguel
Community
Services District



Board Members'
Handbook

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PART I: ADMINISTRATIVE GUIDELINES

Chapter 1: Introduction & Overview

A. Purpose of San Miguel Community Services District Board Member's Handbook

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board Members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board Members and other elected or appointed officials, and other related matters. The Handbook supersedes any other Handbooks which govern the Board, Committees, or Advisory Groups.

The Board of Directors (Board) is elected by the people of San Miguel and as such is the voice for the People who receive services from the District. The Board is committed to acting in the best interest of the people it serves.

B. Overview of Basic Documents

This Handbook is a summary of the important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

1. California Government Code

The California Government Code is a compilation of legal codes enacted by the California State Legislature which collectively form the general statutory law of California. The Government Codes contain many requirements for the operation of local government and administration of public meetings throughout the state such as open meeting laws, also known as the Brown Act, which ensures public awareness of local body decisions which affect the community they live in. The District is a "Special District" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.¹

2. Ordinances

An ordinance prescribes a permanent rule of conduct subject to the jurisdiction of the District and remains in effect until the ordinance is repealed. The Board

shall act by ordinance or resolution. All ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action is unanimous. All ordinances adopted by the Board shall be numbered consecutively, starting anew at the beginning of each fiscal year.

3. Annual Budget

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

4. Emergency Operations Plan

The District maintains an emergency plan entitled "Emergency Operations Plan", which describes actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

C. Orientation of New District Officials

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for Members to tour facilities and meet with key Staff. At any time, if there are facilities or programs about which Board Members would like more information, arrangements will be made to increase awareness of these operations.

Basic Definitions:

1. Chair/Presiding Officer is the individual authorized by law or District Policy to oversee, direct and preside over the public meeting of the Board or any other District Committee.
2. District Official is any elected or appointed Member of the Board or District Committee established by resolution or Board policy.
3. Board of Directors is the legislative body of five (5) members who govern each district by establishing policies for the operation of the District. Each Board Member serves a term of four (4) years or until his or her successor qualifies and takes office.²

Chapter 2: Board—General Powers and Responsibilities

A. Board Authority

The Board is the unit of authority within the District. Board Members have no individual authority. As individuals, Board Members may not commit the District to any policy, act, or expenditure. Board Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District Staff Members.

B. Board Functions

Each Board Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board Members shall take office at noon on the first Friday in December following their election.³ The Board approves the budget and determines the public services to be provided, as well as the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

Each Board Member shall not hold an incompatible office. Service on a municipal advisory council or area planning commission shall not be considered an incompatible office.⁴ Each Board Member shall hold office and discharge his or her duties with loyalty. Each Board Member shall attend all regular and special meetings of the Board, unless there is good cause.

No person shall be a candidate for the Board of Directors unless he or she is a voter of the District. All Members of the Board shall exercise their independent judgement on behalf of the interests of the entire District. A Member of the Board shall not be a compensated employee of the District.⁵

Board President and Vice-President Functions:

1. President

The President is to preside at all Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President

is also recognized as the official head of the District for all ceremonial purposes. The Board shall select the President annually in December.

2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

C. Attendance Requirements

Each Board Member shall attend all Meetings of the Board unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.

An excused absence may include:

- a. Illness of the Member, illness or death of a Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.
- h. Employment scheduling conflict

A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.⁶

1. Remote Attendance

Any Board Member who needs to remotely attend a public meeting must notify the Board at the earliest opportunity, up to and including the start of a regular meeting, of their need to participate remotely, including a general description of the circumstances necessitating remote attendance. The general description does not require the Board Member to disclose any medical diagnosis or disability, or any personal medical information.

Each member of the Board may only remotely attend a meeting for just cause twice in one calendar year. There is no restriction on the number of times remote attendance may be utilized for emergency circumstances; however, remote participation may not exceed more than three (3) consecutive months or twenty percent (20%) of the regular meetings for the District within a calendar year.

When remote attendance is requested pursuant to emergency circumstances, the Board must take action to approve the request at the earliest opportunity. If the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made, the Board may take such action at the beginning of the meeting. Additionally, the remotely attending Board Member must publicly disclose at the meeting, before any action is taken, whether any other individuals who are 18 years of age or older are present in the room at the remote location and the general nature of the member's relationship to such individuals.⁷

2. Required Sign-In Sheets

In order to receive his or her monthly stipend, Board Members will be required to sign in on two (2) separate occasions at each Board Meeting.

The sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board Meeting. The sign-in sheet will then be circulated during the "Board Comments" agenda item of the Board Meeting.

D. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager

The General Manager is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for implementation of policies established by the Board and supervision of district employees, facilities, and finances.⁸

2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

E. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District maintains an "Emergency Operations Plan" by and which the role of Board Members and District Staff is identified.

F. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

Chapter 3: Board Administrative Support

A. Requests for Research or Information

Board Members may request information or research from the General Manager on a given topic. All Board Member requests for research or information should only be directed to the General Manager and not directly to a District Staff Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

B. Inappropriate Actions

The Board has delegated to the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board Member. The General Manager will discuss with the Board Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

Chapter 4: Board Member Finances

A. Board Member Compensation

Pursuant to Government Code section 61047, Board Members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board Members may waive their stipends as provided by state law⁹; however, they may not elect to assign their salary to any person or entity, including a charitable organization.

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

The following types of authorized functions are eligible for compensation:

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

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

1. For the relevant Board Meeting, if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board Meeting, or fails to attend the entire Board Meeting without a Board-approved excused absence.
2. No Board Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
 - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
 - c. If the District declares bankruptcy; or
 - d. Existing departmental Staff are laid off due to budget problems.
3. Fails to complete the Statement of Economic Interest (Form 700).
 4. Fails to complete the required training within sixty (60) days of appointment. Compensation will be withheld until training is completed.
 5. Two (2) unexcused absences will result in a forfeiture of the Board Member's stipend for the remainder of the fiscal year.

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

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

B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board Members, and mileage reimbursement, which are made for District business.¹⁰ Expenses for Board Members shall be approved in advance by the Board. Donations to organizations are not eligible, nor are meals, for individuals other than Board Members.

C. Expenditure Guidelines

Any expense must be related to District affairs.¹¹ Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional

circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

Chapter 5: Board Member Communications

A. Overview

Perhaps the most fundamental role of a Board Member is communication; communication with the public to assess community options and needs, and communication with Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when Members are expressing personal views and not those of the Board, the public should be so advised. When responding to constituent requests or concerns, Board Members should respond to the individuals in a positive manner and route their questions to the General Manager.

B. Speaking “for the District”

When Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual Member.

C. Correspondence to Board Members

1. Written correspondence to the Board from staff will be through secure District Email.
2. Board packets will be provided to the Board through District email. Paper copies of Board packets and other information will not be provided unless an exception is granted by the Board President or General Manager.

D. Correspondence from Board Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of the Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:

- a. Board Members shall not write or send letters on District stationary or letterhead without Board approval.
- b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board Member.
- c. Board Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

E. Confidential Issues

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any member of the public, including the press. Violations are subject to civil action as discussed in Chapter 9: Open Meetings—Penalties and Applicability.

F. Local Ballot Measures

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual Members may take on ballot measures under California law.

G. State Legislation, Propositions

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

H. Proclamations

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g., Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board Members do

not issue proclamations but may request that the President issue a proclamation.

Chapter 6: District Officials—Conflicts & Liability

A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Elected officials' home addresses or telephone numbers are not to be posted or provided without written permission of the official.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before said official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

B. Political Reform Act

The Political Reform Act prohibits public officials (including elected officials such as District Board Members) from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a Board Member has a conflict of interest, the Member must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the Board Member must leave the area where the discussion is taking place.

A Board Member has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally on one (1) or more of the economic interests of the public official or a member of the public official’s immediate family.”¹²

Economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more within one (1) year of the decision, and gifts of Five Hundred and Twenty Dollars (\$520¹³) or more provided to or received within one (1) year of the decision.¹⁴

Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.¹⁵ If a Board Member has a pro rata share interest in real property, in which the Board Member or immediate family Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.¹⁶

Board Members are also prohibited from knowingly accepting, soliciting, or directing a contribution of more than Two Hundred Fifty Dollars (\$250) from any party (or their agent) while a proceeding involving a license, permit or entitlement is pending before the district and for twelve (12) months following the date a final decision is rendered. If a Board Member accepts more than \$250 prior to rendering a decision, they shall disclose that on the record of the proceeding and recuse themselves from participating in the decision-making. However, if the Board Member returns the contribution within thirty (30) days from the time the Member knew or reasonably should have known of the contributions, the Member shall be permitted to participate in the proceedings.¹⁷

Determining whether a Board Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest.

A Board Member who believes they may have a conflict of interest must take the following steps:¹⁸

- 1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

2. Recuse yourself from both the discussion and the vote on the matter.

Recusal applies to all proceedings related to the matter.

3. Leave the room until the matter has been completed.

The matter is considered complete when there is no further discussion, vote, or any other action.¹⁹

Exceptions: if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

C. Government Code Section 1090

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official's personal attorney.

There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

D. Conflict of Interest Forms

Annual disclosure statements are required of all Board Members and senior Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

E. Ex Parte Communications

All Board Members may have "ex parte" communications—meaning communications outside the meeting forum. However, such communications should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This

guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board Members' obligations under California State law.

F. Liability

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high-profile services (e.g., fire, utilities), risk cannot be eliminated.

The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District, they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, sexual assault, or fraud.

G. AB 1234 Training

California State law requires any compensated member of a legislative body to receive two (2) hours of ethics training in general ethics principles and ethics law within twelve (12) months of their first date of service and then every two (2) years thereafter.²⁰

H. AB 1661 Training

California State law requires local agency officials to receive two (2) hours of sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.²¹

I. Tracking Board Member Training

Board Member(s) who fail to complete the required training within the specified timeframe will be placed on each subsequent regular Board Member agenda to discuss which Board Member(s) is out of compliance and upcoming opportunities to bring them into compliance. Additionally, the Board Member(s) will forfeit his/her stipend consistent with the rules set forth in Chapter 4(A)(a).

Chapter 7: District Officials—Interaction with Staff and Officials

A. Overview

Board policy is implemented through District Staff. Therefore, it is critical that the relationship between the Board and Staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and Staff, it is important that roles are clearly recognized.

B. Board-Manager Relationship

1. Employment Relationship Between the Board and the General Manager

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District Staff being directed, intentionally or unintentionally, by one (1) or more Members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

2. Evaluation

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

3. Open Communication

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board Members to provide information on various issues before the Board.

4. Staff Roles

The Board recognizes the primary functions of Staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing Staff directly, but should instead submit any requests to the General Manager or District Counsel. Further, any

comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual Members of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District Staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board Member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to Staff through the direction of the full Board.

C. General Manager Code of Ethics

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

D. Board-District Counsel Relationship

1. District Counsel

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

2. District Counsel Legal Responsibilities

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and
- d. To keep the Board and Staff apprised of court rulings and legislation affecting the legal interest of the District.

3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board Members but the Board as a whole.

E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board Members must agree that an individual Board Member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board Member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

F. Access to Information and Communications Flow

1. Objectives

It is the responsibility of Staff to ensure Board Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board Members must avoid intrusion into those areas that are the responsibility of the Staff. Individual Board Members shall not intervene in Staff decision-making, the development of Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect Staff from undue influence and pressure from individual Board Members and to allow Staff to execute priorities given by the General Manager on behalf of the Board as a whole, without fear of reprisal.

2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct Staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual Members of the Board shall not make direct attempts to pressure or influence Staff decisions, recommendations, workloads, schedules, and department priorities. If a Board Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of Staff, that Member must prevail upon the Board to do so as a matter of Board policy. Board Members also have a responsibility of information flow. It is critical that they make extensive use of Staff reports, Committee reports, and committee minutes. Board Members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from Staff, via the General Manager, if necessary.

3. Access to Information

Individual Board Members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of Staff and shall receive the full cooperation and candor of Staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board Members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g., Staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to Members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board Members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

G. Dissemination of Information

In cases where a Staff response to an individual Board Member request involves written materials which may be of interest to other Board Members, the General Manager will provide copies of the material to all other Board Members. In making this judgment, the General Manager will consider whether the

information is significant, new, otherwise not available to the Board, or of interest to the Board.

H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of Staff in any level of political involvement through campaigns, fundraisers, or other means.

1. Staff Members

By working for the District, Staff Members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

2. Management Staff

The General Manager strongly discourages any involvement in local campaigns, even while on personal time. Such involvement erodes the tenet that Staff are to provide an equal level of service to all Members of the Board.

3. General Employees

These employees have no restrictions while off the job; however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by Staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board Member asking Staff to sign petitions or similar items can create an awkward situation.

I. General Conduct Expectations

Board Members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board Members, the public, and District Staff while in Board Meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board Members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board Members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board Meetings and community Meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board Members will be provided District e-mail addresses. Board Members shall not use his or her personal e-mail address for District-related matters.

Chapter 8: Leaving Office

A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.²² A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.²³ Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

1. Appointing a New Member

If the Board wishes to appoint a new Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.²⁴ Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.²⁵

2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.²⁶ The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.²⁷

3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.²⁸ If the County Board of Supervisors calls for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.²⁹

B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.³⁰ However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

Chapter 9: Open Meetings—Brown Act

A. Policy

1. Introduction

The Board shall hold a regular meeting at least once every three (3) months in compliance with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").³¹

2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

a. Penalties.

The law provides for misdemeanor penalties for Members of a body who violate the Brown Act.³² Violations are also subject to civil action.³³

b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

B. Meetings

1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board Members attend.³⁴ Social functions do not fall under the Brown Act unless District business is discussed.

2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any Member of the Board or District Staff contact more than two (2) Board Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

C. Procedure

The following procedure shall be followed:

a. Posting the Agenda

Agendas for regular Meetings must be made available seventy-two (72) hours in advance of the Meeting in the District's office and must include the following:

- i. Time and location of the Meeting.
- ii. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.
- iii. Public comments section. A section providing an opportunity for Members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)
- iv. Identification of the starting page number for supporting documentation provided in the complete agenda for each and every agenda item.

b. Agenda Items

Requests for items to appear on the Board's regular meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

Requests for items to appear on a future meeting agenda, made during a Board meeting, shall be made during Board comment and be supported by at least two (2) members of the Board.

D. Actions

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

E. Ex Parte Communication

Board Members who have ex parte communications with a party that appears before them at the Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

Chapter 10: Board Meetings

A. Board Meetings

1. Regular Meetings

Regular Meetings of the Board shall be held the fourth Thursday of each month, whereby the regular Meeting will commence at 7:00 p.m., with closed session to follow the regular meeting. Meetings will be held at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.³⁵

b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the Meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.³⁶

c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

2. Special Meetings & Emergency Meetings

Special Meetings and Emergency Meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.³⁷

Notice for a Special Meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board Members. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the Special Meeting in a location that is freely accessible to members of the public. Written notice to all Board Members can be waived if the majority of the Board declares an emergency situation which requires the District to act immediately to preserve public peace, health, and safety over the District.³⁸

3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.³⁹

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.⁴⁰

a. Time Limit

Closed session will be held following the regular or special meeting agenda; closed session items are to be agendaized and the order for their consideration is specified in the agenda. A special meeting may be held for the purpose of discussing closed session items as long as all items are agendaized and all noticing requirements are met.

5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

6. Quorum⁴¹

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board Members attend. Less than a majority may adjourn from time to time and compel attendance of absent Members in the manner and under the penalties prescribed by resolution. If all Board Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board Member at least three (3) hours before the adjourned meeting.

7. Chair⁴²

The President shall preside over all Board Meetings. The President shall have the authority to preserve order at all Board Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to

interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.⁴³

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board Members present may choose another Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

8. Attendance by the Public

Except as specifically provided by law for closed sessions,⁴⁴ all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.⁴⁵

9. Action Minutes

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.⁴⁶

10. Recordings of Meetings

Audio/ Video recordings of proceedings shall be made and shall be maintained by the General Manager, or his or her designee for a term defined by law or District policy.⁴⁷

B. Policy Decision-Making Process

1. Ad-Hoc Committees

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as-needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

2. Town Hall or Community Meetings

Such meetings may be held by an individual Board Member and are not considered official governmental committees or Board Meetings. Town hall or community meetings do not require formation or appointment by the President or Board. The Board Member shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Board Members may participate in the discussion at a town hall or community meeting.

Chapter 11: Order of Business

A. General Order

The business of the Board at its Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a meeting consistent with applicable law.

1. CALL TO ORDER (approximately 6:00 p.m.)

2. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

3. APPROVAL OF AGENDA

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar.

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT (NON-AGENDA ITEMS)

6. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

7. STAFF REPORTS/COMMITTEE REPORTS

1. San Luis Obispo County
2. Camp Roberts – Army National Guard
3. Community Service Organizations
4. General Manager
5. District General Counsel
6. Director Utilities
7. Fire Chief

8. AGENDA

a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board Member or Staff Member prior to the time the Board considers the motion to adopt. A member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board Member or Staff will be considered at the beginning of the "Staff/Committee Reports" section of the agenda. A Board Member may vote "no" on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

9. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

10. BOARD COMMENTS

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

11. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. Matters discussed in closed sessions are considered confidential and include:
 - i. Meeting the local agency's designated representatives regarding salaries or compensation paid for in the form of fringe benefits for represented and unrepresented employees⁴⁸
 - ii. License/permit determination
 - iii. Conference with real property negotiators
 - iv. Existing/anticipated litigation
 - v. Liability claims
 - vi. Security threat to public service or facilities
 - vii. Public employee appointment
 - viii. Public employment
 - ix. Public employee performance evaluations
 - x. Public employee discipline, dismissal or release

- xi. Conference with labor negotiators
- xii. Case review/planning
- xiii. Trade secrets
- xiv. Hearings
- xv. Charge or complaint involving information protected by Federal law
- xvi. Conference with joint powers agency
- xvii. California State audits⁴⁹

The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

12. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.⁵⁰

D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the Staff time and research necessary to prepare the item for Board consideration.

E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on the District business, District operations, District projects, and other items of general interest.⁵¹

F. Public Hearings

1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

a. The Staff Presents its Report

After the President/Chair announces the item as it appears on the agenda, District Staff will give a presentation to the Board and the public on the Staff report prepared for the matter.

b. Initial Questions to Staff by the Board

Prior to opening up a public hearing on a matter, Board Members may ask questions of Staff, or third-party consultants, regarding the Staff report and the item.

c. President/Chair Opens the Public Hearing:

i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: “Addressing the Board.”
4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence. Materials shall be submitted to the General Manager for distribution to the board, and for the record.
5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair but may be appealed to the full Board.
 - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - b. The public input portion of the public hearing is closed.

d. Questions and Discussion from the Board

Board Members should not express their opinions on an item prior to the close of the public hearing, as the Board Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with Staff, or those Members of the public testifying to an opinion, until after all testimony has been received.

Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as “I would like the minutes to show that I am opposed to this action for the following reasons...”

e. Board Decision Occurs

Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter,

pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair, General Manager, or Board Clerk will announce the final decision of the Board.

2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

5. Ex Parte Contacts

Should a Board Member, and one (1) or more members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing.

6. Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e., amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Board Clerk.

7. A resolution may be sponsored by two (2) Directors for consideration by the remainder of the Board. Sponsored Directors will present a written presentation explaining the proposed resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date, so that it may be placed in the agenda packet for the upcoming Board meeting, for direction and consideration from the Board as a whole and for Public Comment. Once direction is given by consensus of the Board, the Directors shall present the written resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date so that it may be placed in the agenda packet for the upcoming Board meeting.

8. Voting & Publishing Requirements for Resolutions and Ordinances

a. Voting

All resolutions require a recorded majority vote of the total Membership of the Board.⁵² Resolutions shall be signed by the President, attested by the General Manager and to form by Legal Counsel.

b. Publishing

Ordinances take effect thirty (30) days after their final passage unless they meet an exception.⁵³ Within fifteen (15) days after its passage, the Board clerk shall cause each ordinance to be published at least once with the names of the Board Members voting for and against the ordinance, in a publication circulated in the District. Cost of publication shall not exceed the customary rate charged for private legal notices.⁵⁴

Chapter 12: Guidelines of Conduct

A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

E. Limit Deliberation to Item at Hand

Board Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

F. Length of Board Comments

Board Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board Member has been speaking for an excessive time period. Comments from Board Members are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

G. Limitations of Debate

Board Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board Members may speak a second time after the close of Public Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

H. Obtaining the Floor

Any Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

I. Motions

Motions may be made by any Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board Members. Any Members of the Board, other than the person offering the motion, may second the motion.

1. Procedure for Motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board Members may be allowed to explain their vote.

a. Process to Make and Second a Motion.

Board Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

2. Precedence of Motions

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

a. Motion to Adjourn the Meeting (not debatable)

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board Member who is speaking.
- III. While a vote is being taken. A motion to adjourn “to another time” shall be debatable only as to the time which the meeting is adjourned.

b. Motion to Fix Hour of Adjournment

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.⁵⁵

The Board may take action on an item not appearing on the agenda if the item was posted on the agenda for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item and the prior meeting was continued to the meeting at which action is being taken.⁵⁶

c. Motion to Table

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be “taken from the table” at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.⁵⁷

J. Voting Procedures

Any Board Member present at a meeting when a question comes up for a vote should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions and approval of regular meeting agendas. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote. Any Director may call for clarification of a voice vote.

1. Abstention

An abstention does not count as a vote for or against a matter. If a Board Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those Members present and voting." If a Board Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's

consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.⁵⁸

2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

K. OFFICIALS' DISCIPLINARY PROCEDURE

1. Purpose

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government.

2. Responsibility to Intervene

The chairs of committees, the Board President, and all Board and committee members have the additional responsibility to intervene when actions of Directors appear to be in violation of District policies or local, state, or federal laws.

3. Grounds for Disciplinary Action

The failure of a Director to comply with the provisions of this policy or District policies constitute grounds for disciplinary action against that Director. Any

Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this policy, District policies, or state, federal or local law.

4. Disciplinary Actions

The Board may impose the following disciplinary actions on a Director found to have violated the District policies, depending upon the severity or frequency of the violation:

A. Admonishment. An admonishment is appropriate for allegations of a violation of law or District policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.

B. Reprimand. A reprimand is appropriate when the Board of Directors finds that a Director has committed misconduct but determines that the misconduct does not rise to the level of requiring censure.

C. Censure. A censure is a formal resolution to reprimand an individual for misconduct and is a disciplinary action.

5. Notice

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

6. Participation of Director Who is Subject to Disciplinary Action

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaizing the hearing and adopting a Resolution of Censure.

7. Opportunity to be Heard

At the disciplinary action hearing, the accused Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if they so choose. The hearing may be continued from time to time at the discretion of the Board.

8. Resolution of Censure

If, at the close of the disciplinary action hearing, the Board finds that the Director's conduct does not comply with the District's standards, the Board may direct staff to prepare a Resolution of Censure which may include the imposition of sanctions against the Director as a majority of the Board deems appropriate. Such sanctions may include, but are not limited to, removal from a committee, restrictions on District-related travel privileges, and exclusion from certain closed session discussions. At the next Board meeting, the Board may consider and adopt the Resolution of Censure including any sanctions imposed by the Board.

9. Alternative Discipline

If the Board finds that a Director has violated District Policies, but the violation does not rise to the level requiring formal censure, the Board may impose an admonishment or reprimand.

10. No Basis for Challenging a Board Decision

A violation of this Policy shall not be considered a basis for challenging the validity of a Board decision.

11. Conflicts

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

L. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.⁵⁹

M. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer to govern the conduct of Board Meetings, as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

Chapter 13: Addressing the Board

A. Oral Presentations by Members of the Public

The rules governing oral presentations by members of the public at Board Meetings are as follows:

1. When called upon, the person is requested to come to the podium, sign in on the speakers sign-in sheet, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
2. All remarks should be addressed to the Board as a whole, not to an individual Board Member.
3. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

B. Public Comment for Items NOT on the Agenda

Public Comment is the period set aside at Board Meetings for members of the public to address the Board on items of District business other than scheduled agenda items.⁶⁰

1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extends such time.

2. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

3. Response to Public Comment

The Board, at its discretion, may direct Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board Meeting, or permit a Board Member to address the individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

C. Agenda Item Oral Presentation

Any member of the public wishing to address the Board orally on District business matters appearing on the Board Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments are detailed below.

D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board Meeting.

1. Comment Cards

Comment cards may be used by members of the public in attendance at the Meeting who do not wish to, or cannot verbally, address the Board during a Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

2. Repetitious Comments Prohibited

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

E. Speaker Time Limits for an Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

F. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Board Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

G. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board Members shall fully participate in public meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board Members and the General

Manager shall stay focused, stay on topic, and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

To preserve the integrity of Board meetings, no person shall engage in disruptive behavior of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs, heckling, whistling, yelling, and other similar demonstrations;
2. Physical harassment such as impeding or blocking movement, grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment; and
3. Use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct.

If these rules are violated, the President or Presiding Officer may take the following action:

1. Warn the individual prior to removal that the behavior is disrupting and failure to cease the behavior will result in their immediate removal. Behavior which a reasonable person would receive to be an actual threat of harm or use of force may result in the immediate removal of the individual without a prior warning.
2. If the behavior persists, the President or Presiding Chair may stop the meeting and contact the Sheriff's department and order the disrupting party to sit quietly and observe the remainder of the meeting without additional input or participation.
3. If the disruptive behavior continues further, the President or Presiding Chair may request the Sheriff's department remove the individual from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said Meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.⁶¹

Appendix A
ICMA Code of Ethics

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information, or by misuse of public time is dishonest.

Appendix B
Referenced Code Citations

- ¹ Gov. Code, § 61000 *et seq.*
- ² Gov. Code, § 61040 (a)
- ³ Gov. Code, § 61042 (a)
- ⁴ Gov. Code, § 61040
- ⁵ *Ibid.*
- ⁶ Gov. Code, § 1770, subd. (g).
- ⁷ Assembly Bill 2449
- ⁸ Gov. Code, § 61051.
- ⁹ Gov. Code, § 61047.
- ¹⁰ Gov. Code, § 53232.2
- ¹¹ *Ibid.*
- ¹² Gov. Code, § 87103.
- ¹³ Gift limits are updated every odd year by the Fair Political Practices Commission. This amount is effective January 1, 2021 - December 31, 2022. Please check with District Counsel to confirm the current gift limit.
- ¹⁴ *Ibid.*
- ¹⁵ Gov. Code, § 82033.
- ¹⁶ *Ibid.*
- ¹⁷ Gov. Code, § 84308.
- ¹⁸ Gov. Code, § 87105.
- ¹⁹ Gov. Code, § 87105, subds. (a)(1)-(3).
- ²⁰ Gov. Code, § 53235.1 (b)
- ²¹ Gov. Code, § 53237.1.
- ²² Gov. Code, § 1780, subd. (b).
- ²³ Gov. Code, § 1780, subd. (c).
- ²⁴ Gov. Code, § 1780, subd. (d)(1).
- ²⁵ *Ibid.*
- ²⁶ Gov. Code, § 1780, subd. (e)(1).
- ²⁷ Gov. Code, § 1780, subd. (g)(2).
- ²⁸ Gov. Code, § 1780, subd. (f)(1).
- ²⁹ Gov. Code, § 1780, subd. (f)(2).
- ³⁰ Gov. Code, § 87406.3.
- ³¹ Gov. Code, § 61044.
- ³² Gov. Code, § 54959.
- ³³ Gov. Code, § 54960.
- ³⁴ Gov. Code, § 61045.
- ³⁵ Gov. Code, § 54954, subd. (b).
- ³⁶ Gov. Code, § 54954, subd. (e).
- ³⁷ Gov. Code, § 54956
- ³⁸ Gov. Code, § 54956.5
- ³⁹ Gov. Code, § 54955
- ⁴⁰ Gov. Code, § 54954.5.
- ⁴¹ Gov. Code, § 61045.
- ⁴² Gov. Code, § 61043
- ⁴³ Gov. Code, § 61043, subd. (b).
- ⁴⁴ Gov. Code, § 54954.5.
- ⁴⁵ Gov. Code, § 54953.
- ⁴⁶ Gov. Code, § 61045.
- ⁴⁷ Gov. Code, § 54953.5. Gov. Code, § 6250 *et seq.*

- ⁴⁸ Gov. Code, § 54957.6
⁴⁹ Gov. Code, § 54954.5
⁵⁰ Gov. Code, § 54954.
⁵¹ *Ibid.*
⁵² Gov. Code, § 61045, subd. (c).
⁵³ Gov. Code, § 36937
⁵⁴ Gov. Code, § 36933
⁵⁵ Gov. Code, § 54955.
⁵⁶ Gov. Code, § 54954.2 (b)(3)
⁵⁷ Gov. Code, § 36934
⁵⁸ Gov. Code, § 87100 *et seq.*
⁵⁹ *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.
⁶⁰ Gov. Code, § 54954.3.
⁶¹ Gov. Code, § 54957.9.; Senate Bill 1100

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.3

SUBJECT: 2024 California Special Districts Association (CSDA) Bylaw revision vote. (by Board consensus)

SUGGESTED ACTION: Review proposed CSDA Bylaw changes and, by Board consensus, authorize the Board Clerk to vote electronically "yes" or "no" on behalf of the District.

DISCUSSION:

San Miguel Community Services District is a member of the California Special Districts Association (CSDA) the District uses CSDA for training, certifications, and advocacy at the State level.

The last CSDA bylaws updates were made in 2021 with the primary changes being Rights of Regular Membership, Retiree Membership, use of "member", Procedure for Termination of Membership, Annual Report, and dual directorships with CSDA's Alliance partner, Special District Risk Management Authority (SDRMA).

Following receipt of feedback and suggestions over the last few years from members, CSDA has conducted a review of the CSDA Bylaws making the necessary updates as well as additions or improvements. There are numerous verbiage and grammar updates as well as more significant proposed updates that include:

- Clarification that Retired Members as non-voting members
- Clarification related to termination of membership
- New Section under Article III, Section 2: Early Assumption of Office
- New Section under Article III, Section 2: Change in Regular Voting Member Affiliation
- Update noticing, balloting and election timeframes to allow some additional flexibility in the Board election process
- New Section under Article III, Section 7: A CSDA director shall be disqualified from serving on the CSDA Board if they are no longer a board member or managerial employee of a Regular Member district in the Network they were elected or appointed from
- Committee structure: amend to allow that Committee Vice-Chairs, with the exception of the CSDA Finance Corporation Committee, may be individuals from Regular Members districts in good standing

The Board, through consensus, should authorize the Board Clerk to vote electronically, "yes" or "no", on behalf of the District by the November 20th deadline. Alternatively, if consensus can not be reached on a "yes" or "no" vote then the District will not vote.

FISCAL IMPACT:

There is no additional cost to the District to vote in this CSDA election.

PREPARED BY: Tamara Parent



BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

Revised July 1, 2016

Revised November 15, 2021

Revised XXXXX XX, 2024

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (hereinafter referred to as “CSDA”), CSDA will provide outreach, advocacy, professional development, information, and other various services to member districts. CSDA will interact and collaborate, where appropriate, with the associations and groups that support or oppose its membership’s interests. The control and governance of CSDA shall be the responsibility of CSDA’s Board of Directors (the “Board of Directors”).

Section 2. CSDA Networks:

The state of California shall be divided ~~along county boundaries~~ into six voting networks, using county boundaries to shape the respective networks. The areas of the networks are determined by the Board of Directors of CSDA. A map of the six (6) networks of CSDA is attached as Exhibit A.

Section 3. Principal Office:

The principal business office of CSDA is located at 1112 I Street, Suite 200, Sacramento, California 95814. The Board of Directors shall have authority to change the principal office from one location to another.

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body comprised entirely of elected members, or which members are appointed to fixed terms; or
2. The following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control or water conservation districts; (g) sanitation agencies.

Regular voting members shall not include any state, cities, counties, school districts, community college districts, local agency formation commissions (LAFCOs), dependent districts, or joint powers authorities (JPAs) except as may be specifically referenced above.

Rights of Regular Membership: Regular voting members have voting privileges and may [have a member of the Board of Directors or a managerial employee](#) hold a seats on the Board of Directors. All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation’s assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

B. Associate Non-Voting Members:

Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members:

Business Affiliate members shall be those businesses or organizations that provide [products or](#) services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

D. Retired Non-Voting Member (Individual Membership):

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors or any CSDA committees.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant’s interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board [at the next regularly scheduled Board meeting](#). Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board ~~member~~[Member](#) or managerial employee of the regular voting member.

B. Voting Authorization:

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

C. Non-Voting Members:

CSDA may refer to Associate Members, [Retired Members](#) and Business Affiliate Members or other persons or entities associated with it, as “members”, even though those persons or entities are not voting Regular Members as set forth in Article II Section I A ~~hereof~~. No such reference as “members” shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member, [Retired Member](#) or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the [CSDA Annual CSDA Conference](#) at such time and place as determined by the Board of [Directors or Staff](#). Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members [if such a vote is required](#).

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive

Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

C. Notice of Meetings:

~~Whenever members are permitted~~In any case that members are requested to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be ~~given sent~~ to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, through which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or ~~network website~~ community that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to ~~each~~ each member which has ~~provided to CSDA an unrevoked~~ not revoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

D. Electronic Meetings:

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by ~~electronic video screen communication~~ use of web-based video communication software by and between such members and CSDA. Any eligible member participating in a meeting

electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by use of web-based video communication software ~~electronic video screen communication~~ by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

E. Majority Vote:

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 ~~registered voters~~ regular voting members; and (2) the number of votes approving the action or proposal equals or exceeds a majority (i.e., 50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. Return of Ballots:

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic

communication from regular voting members after the specified date shall be invalid and shall not be counted.

H. Number of Votes Required for Approval of Action on Written Ballot:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of ~~approvals~~ votes in favor of the action equals or exceeds the number of votes that would be required for approval at a meeting of members, (i.e. 50% plus one) of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

~~A member shall not be in good standing, and membership may be terminated,~~ On occurrence of any of the following events, a member shall no longer be in good standing, and membership may be terminated:

- A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).
- B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies, or has engaged in conduct materially and seriously prejudicial to ~~this~~ CSDA's purposes and interests.

Section 8. Procedure for Termination of Membership:

If grounds exist for terminating the membership of a member under Section 7 ~~hereof~~ these bylaws, the following procedures shall be followed:

- A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice ~~shall~~ may be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.
- B. The member shall be ~~given an opportunity to be heard~~ provided an opportunity to contest the termination, either orally or in writing, at least 5 days before the effective date of the proposed termination of _____ membership. ~~The A hearing meeting~~ shall be held in a time and manner determined by the Chief Executive Officer, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.

- C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from three different regular voting members in each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered three-year terms.

Section 2 Term of Office:

Directors elected from each of the six networks shall hold staggered three-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall automatically terminate three years thereafter unless a newly elected or appointed Director is completing the remaining balance of an incomplete term due to a vacancy in a respective Director seat.

Early Assumption of Office.: In such cases, if there is a candidate-elect who has won the election and is willing to assume office early to fill a vacant seat, the Board of Directors may allow the candidate-elect to assume office prior to the regular January 1 start date.

Conditions: The candidate-elect assuming office early shall meet all eligibility requirements for Board membership.

Ratification: The early assumption of office by the candidate-elect shall be subject to ratification by the Board of Directors at its next regularly scheduled meeting following the completion of the election.

Change in Regular Voting Member Affiliation.: Any Director that is a board member or managerial employee of a member district and subsequently transitions to a board member or managerial employee position at another regular voting member district in the same Network, shall retain their seat and term.

Conditions: In order to retain voting rights on the CSDA Board of Directors, the Director shall provide a resolution or minute action from their new district within two months of the change affirming the individual Directors continued service on the CSDA Board of Directors.

Section 3. Nomination of Directors:

Nomination of Directors seeking to serve on the Board shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The CSDA director nominee shall be a member of the board of directors of the district or a managerial employee as defined by that district's board of directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's

Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be transmitted by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections for the Board of Directors. The Committee may enforce any regulation to facilitate the conduct of said elections. Directors shall be voted upon and elected by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with [CSDA](#) staff, the networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least ~~420~~100 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via authorized third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class

mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or ~~first-class~~first-class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each respective Board position subject to election. ~~as would be required for an election of a nominee at a meeting of the members.~~

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least ~~45~~30 days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or their designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. Election documents will be retained as outlined in CSDA's Board approved records retention policy.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating their seat on the Board of Directors, an individual who meets the qualifications as specified in [these Article III Section 3 of these Bylaws](#) may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same Network:

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall be prepared; listing all nominees for that network accepted and approved by CSDA and distributed to each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Outside of Nomination Period

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C. Vacancy During Nomination Period:

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network

in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B ~~hereof~~of these bylaws.

Section 7. Director Disqualification:

- A. A director shall be ~~come~~ disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:
1. A director's district is no longer a member of CSDA;
 - ~~2.~~ 3. A director is no longer a board member or an employee of a member district;
 - ~~2-3.~~ 3. A director is no longer a board member or an managerial employee of a regular member district in the Network they were elected or appointed from;
 - ~~3-4.~~ 4. A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
 - ~~4-5.~~ 5. A director's resignation from CSDA.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

Annual Report: The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

Section 9. No Dual Directorships:

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. Directors may participate and have voting privileges remotely from other states and countries.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, and update the plans, policies and activities related to the business interests of CSDA. Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors [on an annual basis](#) shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA’s publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors may be called for any purpose at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the ~~directors,~~ ~~or directors or~~ sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Board of Directors Meeting Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, use of web-based video communication software ~~video screen communication~~ or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 9. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA or on official CSDA electronic file server(s).

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each officer shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair. Committee chairs shall be a member of the Board of Directors, except for the CSDA Finance Corporation Committee. Committee Vice-Chairs may be individuals from Regular Member districts in good standing upon appointment by the CSDA Board President and ratification by the CSDA Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept maintained and each committee shall present a report to the Board of Directors at each regularly scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, [use of web-based video communication software](#)~~web conference~~ or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA: the President, Vice President, Secretary, Treasurer and the Immediate Past President of CSDA. If the Immediate Past President is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served previously as President, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as ex officio members of the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but rather has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda and advocacy priorities. The Legislative Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any “proceeding”, as that term is used in the Section 5238(a) of the California Corporations Code.

“Expenses”, as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer’s, director’s, employee’s, or agent’s status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members: local organizations and businesses, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include as members: local organizations/businesses and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually or upon request by the President or CEO.

No partnership or joint venture shall be established between CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

Section 5. Legislative Program Participation:

Affiliate chapters may function as a forum regarding federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

B. Mail or Electronic Ballot:

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.



California Special Districts Association
DISTRICT NETWORKS



Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.4

SUBJECT: Mission Gardens Lift Station Flood Mitigation contract award by RESOLUTION 2024-47 (approve by 3/5 vote)

SUGGESTED ACTION: Review and approve resolution 2024-47 authorizing the General Manager to execute a contract with Wallace Group in an amount not to exceed \$99,755.

DISCUSSION:

The District operates Mission Gardens lift station on Soka Way. Heavy storms in January 2023 flooded this location, which is adjacent to the Salinas River, damaging the lift station. The lift station has been repaired but has not been flood-proofed to prevent damage from future flood events.

Although the District received FEMA funding to repair the lift station damage, FEMA did not provide funding to protect the site from similar or greater flood events. The District is working with California Rural Water Association (CRWA) to apply for USDA funding to determine, design and install flood-proofing measures to protect the site.

A Request for Proposals (RFP) was circulated on August 23, 2024, to retain a consultant to analyze different flood-proofing alternatives for the lift station and perform hydraulic modeling of the Salinas River and environs to estimate key flood parameters, such as scour velocity and depth. The alternatives analysis may include, but is not limited to, relocating the lift station to a higher elevation or construction of flood walls around the site perimeter.

The selected firm will complete an alternatives analysis, hydraulic modeling and prepared a Preliminary Engineering Report. Once complete this work will provide the basis for the final design, environmental review and ultimately construction.

The end goal is to be able to utilize available USDA grant funding to complete the final design, environmental documentation, and ultimately for construction of a flood proofing measure that will protect the lift station for the foreseeable future.

Two firms attended the pre-bid site meeting, subsequently those two firms decided to work together on the proposal under the lead of the Wallace Group. Wallace Group provided the only proposal, with a total cost of \$99,755.00. They are proposing to have the required work completed by February 7th 2025.

The recommendation is that the Board approve the proposal and authorize the General Manager to execute a contract with Wallace Group.

FISCAL IMPACT:

Tract 2710 the 'Mission Gardens' homes are currently assessed a surcharge to pay for the operation and maintenance of the lift station of which they are the sole users. These fees will be used to pay for the proposed costs associated with this project.

Future construction funding may be through USDA grant funds, which are being applied for.

RESOLUTION NO. 2024-47

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER TO EXECUTE A CONTRACT WITH WALLACE GROUP FOR THE MISSION
GARDENS LIFT STATION FLOOD PROOFING PLANNING AND DESIGN**

WHEREAS, The San Miguel Community Services District operates the Mission Gardens Lift Station (Tract 2710), which in January 2023 experienced significant flooding which flooded the lift station and damaged the controls of the lift station; and

WHEREAS, The District has a responsibility to ensure that critical facilities continue to operate during storm events and the District also has the responsibility to mitigate or eliminate known sewer spill risks when feasible; and

WHEREAS, The District circulated an Request For Proposal for the Mission Gardens Lift Station Flood Proofing planning and design on August 22, 2024 for which the District received one proposal from Wallace Group which was deemed complete and responsive; and

NOW THEREFORE, BE IT RESOLVED, the San Miguel Community Services District Board of Directors (“Board”) does hereby resolve, determine, and order as follows:

1. The Board authorizes the General Manager to execute a contract with Wallace Group in a form approved by Legal Counsel in an amount not to exceed \$99,755.
2. The Board authorizes a FY 2024-25 Budget adjustment as follows:
 - Increase to expense object; Fund 40-349 in the amount of \$99,755
 - Transfer Wastewater Capital reserves in an amount equal to the amount expended up to \$99,755 to Wastewater Operating Cash at the completion of the project.

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

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

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel



REQUEST FOR QUALIFICATIONS/ PROPOSALS

SAN MIGUEL COMMUNITY SERVICES DISTRICT LIFT STATION FLOODPROOFING PLANNING AND DESIGN

Issue Date:
August 23th, 2024

Proposal Due Date and Time:
Friday, September 27th, 2024 12:00 pm (Pacific time)

Mailing Address:
PO BOX 180
San Miguel CA 93451

Delivery Address:
1765 Bonita Place
San Miguel CA 93451

Contact:
Kelly Dodds, General Manager Kelly.dodds@sanmiguelcsd.org
phone: 805-467-3388 / fax: 805-467-9212

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN**

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SAN MIGUEL COMMUNITY SERVICES DISTRICT
LIFT STATION FLOODPROOFING PLANNING AND DESIGN**

The San Miguel Community Services District (District) has prepared this Request for Qualifications/Proposals (RFQ/P) for engineering services for an alternatives analysis, design, and CEQA support for the floodproofing of the District's sanitary sewer lift station, in the community of San Miguel, San Luis Obispo County, California.

Proposal Due Date: September 27, 2024, 12 p.m. local time. Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Proposal Delivery Location: 1765 Bonita Place, San Miguel, CA 93451 or via USPS at PO Box 180, San Miguel, CA 93451. To safeguard against pre-mature opening, all proposals shall be in sealed envelopes/containers, with a label containing proposal title, proposer's name, and proposal due date and time.

Number of Copies of Proposal to be Provided: 2 hard copies, one thumb drive. The thumb drive shall include a complete copy of the Proposal, EXCLUDING PROPOSED FEES.

Contact: Kelly Dodds, General Manager, San Miguel Community Services District, kelly.dodds@sanmiguelcsd.org, (805) 467-3388 for details and information regarding this RFQ/P and proposal requirements. Firms must notify Kelly Dodds via email of their intent to propose in order to receive any addenda or response to questions.

BACKGROUND

San Miguel is an unincorporated community in San Luis Obispo County, with approximately 2,820 residents. San Miguel is located approximately 7 miles north of the City of Paso Robles. The San Miguel Community Services District was formed in 2000 combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District, and San Miguel Lighting Districts. The District currently provides fire services, street lighting and landscaping, wastewater collection and treatment, potable water production and distribution, and solid waste services. The District is Governed by a Board of five Directors and has a General Manager, Director of Utilities, six admin and Utilities Personnel, a Fire Chief, Assistant Fire Chief and up to 20 paid on-call firefighters. The majority of operating funds for the District come from user fees and property tax.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

The District operates one sanitary sewer lift station, which is along the eastern side of Soka Way between Chick Lane and Wimer Way, in San Miguel, CA. The location of the lift station is shown in Attachment A. Heavy storms in January 2023 flooded this location, which is adjacent to the Salinas River, damaging the lift station. The lift station has been repaired but has not been floodproofed to prevent damage from future flood events.

The District requests that different floodproofing alternatives be analyzed for the lift station. As part of this effort, it is expected that the selected firm perform hydraulic modeling of the Salinas River and environs to estimate key flood parameters, such as scour velocity and depth. The alternatives analysis may include, but is not limited to, relocating the lift station to a higher elevation or construction of flood walls around the site permitter. The selected firm will then prepare design documents and provide CEQA documentation for the recommended floodproofing alternative. It is anticipated that a Mitigated Negative Declaration will be required, following the Initial Study. The goal of the project is to have bid-ready construction documents and permitting complete to continue with construction of the recommended alternative.

The District is seeking to fund construction of the chosen floodproofing improvements through the US Department of Agriculture's (USDA) Rural Development Program. Requirements of this program will dictate many aspects of this project, including aspects of documents submitted during the alternatives analysis and design phase, and should be considered in the project scope. Coordination with USDA throughout the project will be required to ensure compliance.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

INQUIRIES DURING PROPOSAL PERIOD

Consultants must direct all inquiries to the District in writing, via email to the General Manager, Kelly Dodds kelly.dodds@sanmiguelcsd.org. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than Monday September 16th, 2024 (close of business) in order to receive responses from the District.** Inquiries received after this deadline may not be responded to.

MANDATORY ON-SITE PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on Wednesday September 11, 2024 at 11:00 AM. This meeting will be held at the lift station, located at 942 Soka Way, San Miguel, CA. The District may reject proposals from firms which did not attend this meeting.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFQ/P, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFQ/P. Consultants shall acknowledge receipt of addenda in the proposal cover letter.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

PROPOSAL REQUIREMENTS

Submit One Proposal. Prime consultants shall be limited to only one proposal/project team for the Project. Subconsultants, however, may be included in multiple proposals with various prime consultants.

Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District and returned un-opened to the Proposer. The District reserves the right to accept or reject any or all proposals. Proposals may be withdrawn by a signed written request submitted to the District at any time prior to 5 p.m. of the due date of the proposal.

Project Manager. The Project Manager shall be the same person named as Project Manager in the Proposal and shall be dedicated to this Project as appropriate to execute the project in a timely and effective manner. Should the designated Project Manager not be able to fulfill this commitment during the course of the Project, the Consultant shall notify the District within 10 working days of proposed personnel change and shall submit the qualifications of the new proposed Project Manager, subject to approval by the District.

Agreement. Consultants shall review the District's Standard Agreement, liability, and insurance requirements, included as **Attachment A** to this RFQ/P. Each individual firm submitting a proposal shall meet all the terms and conditions contained in the Agreement, and/or shall submit proposed exceptions to the Agreement in the Consultant's proposal. The District is willing to negotiate such requirements with candidates; however, the Proposer shall bear in mind that should a funding agency used by the District require specific terms and conditions not included in District's Agreement, Consultant shall abide by all funding agency requirements without exception. This Agreement and RFQ/P is for engineering analysis and design services and CEQA support services.

Agreement Execution. The selected consultant shall execute the written contract included in Attachment A, with the District within 10 working days after notice of award has been granted by the District. Failure to accept and execute said Agreement will cancel the notice of award, and the District will continue negotiations with the next highest ranked firm.

Proof of Insurance. The District will require the individual or engineering firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The contract will contain provisions requiring the selected firm to indemnify the District and provide that the District Engineer is an independent contractor serving at the will of the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of notice. Consultant shall provide proof of insurance in the form, coverages, and amounts

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

specified in the Agreement within 7 working days following notice of contract award. Such insurance proof shall be a pre-condition of contract execution.

General Conditions.

- Preference will be given to Firms with offices within 120 miles of the District, Proposer shall indicate where the office that would service this contract is located.
- The District shall not be liable for any pre-contractual expenses incurred by any proposer, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments, additions or alternates shall be accepted after the submission date and time.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary in the proposal should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

PROPOSAL FORMAT

General. Proposals shall be prepared in accordance with the format specified in this section. Proposals that do not follow this format will be subject to rejection by the District. Provide proposals in the following format:

- **Provide your proposed fees in a separate sealed envelope, clearly marked with the proposer’s company name and address, and labeled “Proposed Fees for SMCSD Lift Station Floodproofing Planning and Design”. Prime consultant fees shall be broken down by manhours per task, in accordance with the labor classifications and rates specified, and per Section 4 of the Proposal.**
- **Letter of Transmittal.** Provide a brief transmittal letter (2 pages maximum) transmitting the proposal to the District.
- **Table of Contents.**
- **Section 1. Project Understanding and Approach.** Provide your team’s understanding and approach to the overall project. Discuss issues and concerns and express your ideas and methodology on how best to approach and execute the project. Include your approach to project management, teamwork, communications, quality assurance/control, and cost and schedule controls.
- **Section 2. Project Team/Qualifications.** Provide an organization chart showing design team, organization/lines of communication, and team member qualifications germane to this project. Clearly state your proposed Project Manager and corresponding planning and design qualifications. The proposed Project Manager must be a California-licensed Professional Engineer. Include all subconsultants as part of the proposed team and describe your past working relationships with each subconsultant. Full resumes shall be placed in Appendix A. Team member references shall be included in Appendix B. Provide a minimum of three references, two of which must be for the proposed Project Manager. State the contact/agency name, brief title/description of project, contact telephone number.
- **Section 3. Relevant Project Experience.** Provide your team’s relevant project experience as it relates to the nature of this project, including the experience of proposed subconsultants. Include projects of similar nature, magnitude, and complexity to this project. Provide the year(s) the Work was performed and identify key team members and their roles on the project. Projects listed should be specifically relevant to key aspects of the Project.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

- **Section 4. Scope of Services.** Provide a detailed scope of services for the project. Embellish on the scope outline in this RFP. Include a subsection in this Section 4 specifically to present any exceptions to the Agreement for Services.

- **Section 5. Conflicts of Interest.** Firms submitting a proposal in response to this RFP must disclose any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

- **Section 6. Project Schedule.** Provide a detailed project schedule, in graphic format, along with written explanation of assumptions, or specific details, issues or concerns regarding the proposed schedule. Show graphically and clearly indicate all schedule components, including mandatory compliance schedules, those schedule items for District and agency review, and other items as deemed necessary. Include in the schedule all anticipated time allotments for agency reviews, public participation, and other schedule provisions. Clearly state all assumptions and basis for the proposed schedule. The proposal and project award schedule follows:

Item	Date
RFP/Q Issued	8/23/2024
Pre-Proposal Meeting	9/11/2024, 11am local time
Submit Questions By	9/16/2024, 5pm local time
Responses to Questions Posted By	9/20/2024, 5pm local time
Proposal Due	9/27/2024, 12 pm local time
District Review of Proposals	9/30/2024 through 10/11/2024
Interviews (if desired by the District)	TBD
District Recommendation of Selected Firm/Staff Report	10/24/2024
Consultant Notice of Contract Award/Begin Contract Negotiations	10/25/2024

- Appendix A. Team Member Resumes

- Appendix B. References

- Appendix C. Billing Rates

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

- **Fee Estimate. IN A SEPARATE SEALED ENVELOPE**, provide a fee estimate, broken down by personnel, hours, and task, demonstrating your understanding of the scope of work and level of effort required to accomplish all tasks. Provide proposed consultant fees, using the same hourly rates proposed in Consultant’s billing rate schedule. Provide the standard billing rate sheets for the prime consultant and each subconsultant and include such billing rate sheets in Appendix C. **DO NOT PROVIDE THIS FEE ESTIMATE AS PART OF THE PROPOSAL, AND DO NOT PROVIDE PROPOSED FEES ON THE THUMB DRIVE. THE PROPOSED FEES SHALL BE SEALED IN A SEPARATE ENVELOPE, CLEARLY MARKED SUCH, AND ENCLOSED WITHIN THE ENVELOPE FOR THE HARD COPIES OF THE PROPOSALS.**

Proposal Length. The District has no required proposal length; however, the District requests Proposers to be concise and to only include information germane to the Proposal.

Other Requirements. The hard copies of proposals shall be bound. **Minimum font size for text shall be 11 point, except for headers, footers, footnotes, etc.**

PROPOSAL RANKING CRITERIA

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative “point” values are as follows:

- Project Understanding and Approach, 35 points
- Team qualifications, 30 points
- Project Schedule, 15 points
- Responsiveness to RFP, 15 points
- Local Presence, 5 points

All proposals will be ranked on these criteria, and a short-list of a maximum of three firms will be chosen. If interviews are warranted, the District will select the interview times at random, and will notify each team as to their respective time slots for interviews. The interviews will consist of a half-hour presentation by the project team, followed by a one-hour question and answer period. The top candidates may be interviewed, and the top firm selected based on the outcome of the respective proposals and interviews. The top-ranked firm will then enter contractual and fee negotiations with the District, and should the District and top-ranked firm not satisfactorily negotiate the agreement, the second-ranked firm will enter negotiations, and so forth.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

OVERVIEW OF SCOPE OF SERVICES

Consultants shall prepare a scope of services to provide engineering services for the lift station floodproofing alternatives analysis. The chosen consultant shall negotiate a scope and fee for the design and CEQA support of the recommended alternative following completion of the alternatives analysis. The scope of services shall include services for the following:

1. **Progress Meetings and Coordination.** The Consultants project manager and project engineer shall attend a project kick-off meeting and progress meetings during the course of the project. The Consultant shall meet and coordinate with USDA as needed to ensure that all necessary work is performed in conformance with USDA's funding requirements. The Consultant shall provide project oversight and coordination as necessary for successful completion of the contract engineering services.
2. **Research and Data Collection.** Consultant shall collect, review, and analyze all available and pertinent plans, reports, records, and other documentation regarding the project as necessary to successfully complete the engineering services for the project. This task shall include obtaining the current hydraulic model for the appropriate reach of the Salinas River from the County of San Luis Obispo or from FEMA.
3. **Hydraulic Modeling.** Consultant shall update the existing hydraulic model as needed and use it to estimate pertinent hydraulic parameters at the existing lift station location and other relevant locations during flood events. This work will both inform and be informed by the alternatives analysis.
4. **Alternatives Analysis.** Consultant shall develop a list of alternatives for floodproofing the lift station with the District. Alternatives shall consider new technology or improvements at the existing lift station (e.g., flood walls (different technology options), flood proofing, or raising equipment) and relocating the lift station to higher elevation. Consultant can assume up to five (5) alternatives for scoping. For each alternative, the Consultant shall develop a site schematic, preliminary costs including contingency, design criteria, layout, and describe the efficacy of floodproofing, operation and maintenance, constructability, environmental and permitting, geotechnical, right-of-way/easements, and scheduling constraints.

Develop a scoring and ranking matrix to allow each of the alternatives to be evaluated relative to the other alternatives. Utilize the results of the scoring and

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

ranking matrix to identify a recommended alternative for SMCSD consideration. Identify any additional work that would be required to move forward with the recommended alternative.

Document the alternatives analysis and recommendations in a technical memorandum.

5. **Project Engineering Report.** Consultant shall develop an Admin Draft preliminary engineering report (PER) which details the alternatives analysis, including hydraulic modeling which will have been performed. The PER shall adhere to the requirements of the USDA Rural Development Program. The Consultant shall prepare a Draft Report based on comments from the District for submission to USDA. Consultant shall develop the Final PER based comments received from USDA and direction from the District.

SUMMARY OF DELIVERABLES:

1. Draft Alternatives Analysis Technical Memorandum
2. Final Alternatives Analysis Technical Memorandum
3. Admin Draft Preliminary Engineering Report
4. Draft Preliminary Engineering Report
5. Final Preliminary Engineering Report

FUTURE WORK

It is expected that the consultant will provide design and CEQA support services for the recommended alternative following the work above. The Consultants should not include a fee estimate for the following tasks at this time. The selected consultant and District will negotiate the scope and fee for the following tasks once the recommended alternative is selected. No obligation or commitment to the future work is being made. The District may select a different Consultant (or none at all) to perform these services, if the District determines it is in the District's best interest to do so.

Future work is expected to included:

1. **Design.** The District will provide guidance to the Consultant to proceed with design of the recommended alternative after a scope and fee is negotiated. Consultant shall prepare and submit to the District bid-ready construction documents, including draft plans, technical specifications and opinion of probable costs at the 30%, 60%, 90%, and 100% design level. A preliminary design report should also be included with the 30% draft design submittal. The 90% design plans will be reviewed and need to be approved by USDA for the project funding.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN

Bid-ready construction documents shall be stamped and signed by a civil engineer who is licensed in the State of California.

2. **CEQA Support.** Consultant shall determine what CEQA-related documentation is required for the construction of the recommended project. It is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) will be required. Consultant shall prepare a Draft IS/MND for District Review. Consultant shall prepare a Public Draft IS/MND incorporating comments provided by the District and other forms required the public review period. The District will upload the Public Draft IS/MND to the State Clearinghouse for the public review period. After the public review period, Consultant shall respond to public comments and develop the Final IS/MND and Mitigation Monitoring and Response Plan (MMRP) for a Public Hearing and Board Adoption.
3. **Engineering Services During Construction.** The Consultant will remain eligible to propose on Engineering Services During Construction (e.g., submittal review, milestone inspections, responses to requests for information) and should include brief qualifications for these services with this proposal.
4. **Construction Administration and Observation.** The Consultant will remain eligible to propose on Construction Administration and Observation services (e.g., resident project representative, daily observation, submittal management). Qualifications are not requested for this work at this time, and Construction Administration and Observation services may be excluded at a future date. Nothing herein shall obligate the District to select the Consultant for Construction Administration and Observation services, or any other future service.

ANTICIPATED FUTURE WORK DELIVERABLES:

1. 30% Draft Design Submittal, including Preliminary Design Report
2. 60% Draft Design Submittal
3. 90% Draft Design Submittal
4. 100% Final Design Submittal
5. Draft CEQA Documentation
6. Public Draft CEQA Documentation
7. Final CEQA Documentation

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN**

ATTACHMENT A – LOCATION MAP



SMCSD Lift Station

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD LIFT STATION FLOODPROOFING PLANNING AND DESIGN**

ATTACHMENT B – SMCSD STANDARD AGREEMENT

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services

September 27, 2024

Kelly Dodds
General Manager
San Miguel Community Services District
1765 Bonita Place
San Miguel, CA 93451



RE: Request for Qualifications for Lift Station Flood Proofing Planning & Design

Dear Kelly Dodds,

The record rains of two consecutive winters challenged infrastructure up and down the State and demonstrated the need to shore up vulnerable points and ensure secure access to utilities. Wallace Group is here to support this effort. This project pairs our expertise in hydraulic modeling and floodplain management, with our expertise in lift station rehabilitation and design.

Our team applies our decades of experience and client-centric approach to each project. With in-house expertise in mechanical engineering, water resources, civil and transportation engineering, construction management, landscape architecture, planning, and surveying we have a multi-disciplinary approach. Forty years of experience working on public projects and two decades of partnership with the San Miguel Community Services District, has solidified for us the need for responsiveness, creativity, and collaboration, keeping top of mind the responsibility that comes with a critical infrastructure project. As we have demonstrated on recent projects, our team has the experience, expertise, and dedication to get the job done. This project will require a balance between creativity and technical experience to provide the District with a reliable solution to the problem. The team of consultants we have formed for this project can bring that balance into a formal design.

As Principal, I, Bryan Childress may legally execute contracts on behalf of Wallace Group. We are looking forward to furthering our partnership with the District and yourself and are eager to get started on this project.

Thank you for the opportunity,

WALLACE GROUP, a California Corporation
Bryan Childress, PE, ME
C 88775, M 37934
Principal
805-544-4011
bryanc@wallacegroup.us

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

REQUEST FOR QUALIFICATIONS/PROPOSALS

LIFT STATION FLOODPROOFING PLANNING & DESIGN



SEPTEMBER 27th, 2024

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SAN MIGUEL COMMUNITY SERVICES DISTRICT

LIFT STATION FLOOD PROOFING PLANNING & DESIGN

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PROJECT UNDERSTANDING & APPROACH

Project Understanding

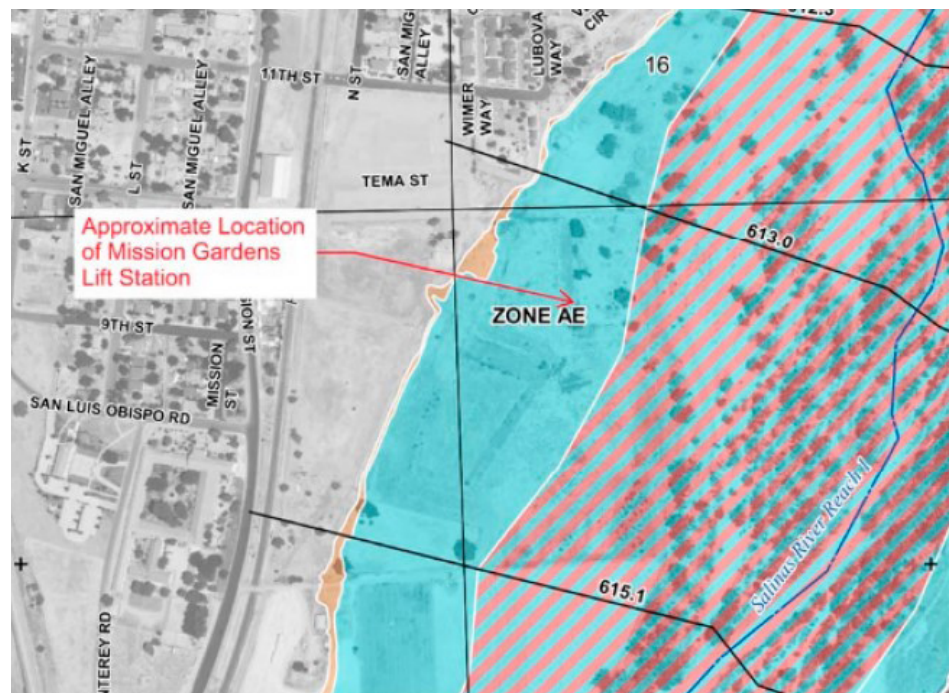
San Miguel Community Services District (CSD) owns and operates one sanitary sewer lift station that serves approximately 60 residences along the eastern side of Soka Way between Chick Lane and Wilmer Way. The lift station was built in 2018 as part of the residential development and was deeded by the developer to the CSD. Heavy storms in January 2023 caused the Salinas River to rise into the lift station vicinity, flooding the lift station and causing damage. The flood waters reached partially up the driveways of the homes across Soka Way from the lift station, and flooded the lift station wet well and control panel cabinet.

Currently, the lift station wet well grade ring sits approximately 18 inches above the finished floor slab elevation. The control panel, including meter section, sits atop the equipment slab. The emergency backup generator was installed on an elevated frame several years ago by the CSD and sits approximately equal to the same elevation as the top of the wet well. The CSD plans to raise the control panel as well, but coordination with PG&E to temporarily cut power to the meter section while the panel is elevated has slowed progress on this modification.

The District is requesting that the chosen consulting team analyze various alternatives for the lift station in an effort to prevent future flooding and damage. It is expected that this effort will include hydraulic modeling of the Salinas River and surrounding area to estimate floodplain depth at the lift station location and understand the hydraulics in order to provide options for improvements or relocation.

The team must also have a firm understanding of the structural requirements and environmental permitting implications of the various alternatives studied.

The District will be soliciting funds for the chosen alternative through the US Department of Agriculture's Rural Development Program. This funding mechanism will include certain requirements for the flood study and reporting documentation to remain eligible for funding.



Project Approach

Wallace Group will be partnering with several consulting firms to assemble the right team for this project, referred to as the Project Team hereafter. Avila and Associates will be providing hydraulic modeling of the Salinas River and the effects of the various alternatives on base flood elevation. Ashley and Vance will be advising on structural design of flood walls, retaining walls, and other structural engineering related items pertaining to the alternatives proposed. SWCA will be reviewing the potential environmental permits required and the CEQA implications of the various alternatives studies and recommended. The team Wallace Group has put together is the best in each of their respective specialties, providing the District with a reliable alternatives analysis by which a sound decision can be made for future improvements.

Wallace Group will begin the project by reviewing available documentation pertaining to the lift station construction. The District Engineer has provided the residential development construction drawings that indicate proposed finished floor of the lift station, lift station site layout, as well as sanitary sewer collection system alignments in the development.

Avila and Associates will be performing hydraulic modeling of the Salinas River in the area of the lift station. A cursory review of the development plans and the proposed FEMA FIRM for the lift station area indicates that the lift station is approximately 4-5 ft submerged in the 100yr flood. This requires conversion of the NGVD29 vertical datum used by the developer to the NAVD88 vertical datum FEMA uses for floodplain modeling. Avila and Associates will also review lesser storms to understand floodplain elevations for 25 and 50yr storms and how those elevations relate to the homes in the development that contribute to the sewer shed for the lift station and the lift station itself.

The intent of the team is to present a suite of options based on design storm such that the District can make an informed decision based on risk and costs.

Ashley and Vance will be supporting the project team with preliminary structural narratives for the alternatives studied. This includes flood walls and gates, retaining walls, and the potential raising of the lift station wet well and surrounding equipment pad above flood elevation.

SWCA will review the environmental impacts of the proposed alternatives to support the necessary CEQA processes and any potential environmental agency permits required. These would include the potential expansion of the site if the site were to be raised above flood elevation as well as a potential relocation of the lift station to another area within the development at a higher elevation to avoid flood risk.



PROJECT TEAM & QUALIFICATIONS

Clients praise Wallace Group’s innovative, high-quality, and responsive service. Over the last forty years, our San Luis Obispo-based firm has burgeoned into a versatile engineering entity, excelling in Water Resources, Civil and Mechanical Engineering, Survey, Transportation, Landscape Architecture, Public Works Administration, and Construction Management. This comprehensive suite of services empowers us to efficiently assist clients from concept through construction, all under one roof. Just a short drive away in San Luis Obispo, our headquarters is staffed by multi-disciplinary team eager to assist and apply our specialized expertise for the benefit of San Miguel Community Services District.

Our active participation and previous work with the San Miguel Community Services District over the past two decades has given us an excellent foundation for the Lift Station Flood Proofing Planning & Design project. Our Mechanical Engineering and Water Resources teams are well versed on how to be a valued partner for the District, and welcome the opportunity to leverage our experience and skill sets in support of this work.



PROJECT TEAM

Bryan Childress, PE, ME
Principal, Director of Mechanical Engineering
Principal in Charge

Bryan’s diverse engineering background includes roles in technical sales, engineering design, project and personnel management, and technical support.



Bryan’s career started with a role as a sales engineer, designing and selling complex automation components and systems to a variety of industries. He transitioned into the water treatment industry with Zenon Environmental Corporation, later acquired by GE Water & Process Technologies, where he supported the commissioning and operation of over 150 municipal and industrial ultrafiltration water and wastewater treatment plants. Building on that experience, he took an engineering management role with a growing water treatment equipment manufacturer and expanded the company’s product offerings into new markets and applications before joining Wallace Group. Bryan manages design projects in water, wastewater, reclaimed water, and stormwater areas. Bryan’s unique professional licensing as both a Registered Mechanical Engineer and Registered Civil Engineer in the state of California allows him to be the engineer in responsible charge of a variety of project types.

Valerie Huff, PE
Senior Civil Engineer
Hydraulic Modeling Technical Lead

Valerie’s experience includes analysis and design of a wide range of public agency projects. She has prepared drainage and infrastructure master plans, performed hydrology and hydraulic studies, as well as design and preparation of water, sewer, grading, storm drainage, low impact development (LID), and roadway plans and specifications. She has extensive experience with hydraulic modeling, utility design, technical specification development, construction management, design reports, and cost estimates. Valerie has served on several technical advisory committees, provided stormwater training to various municipalities, and is considered a leader in the area of stormwater quality.



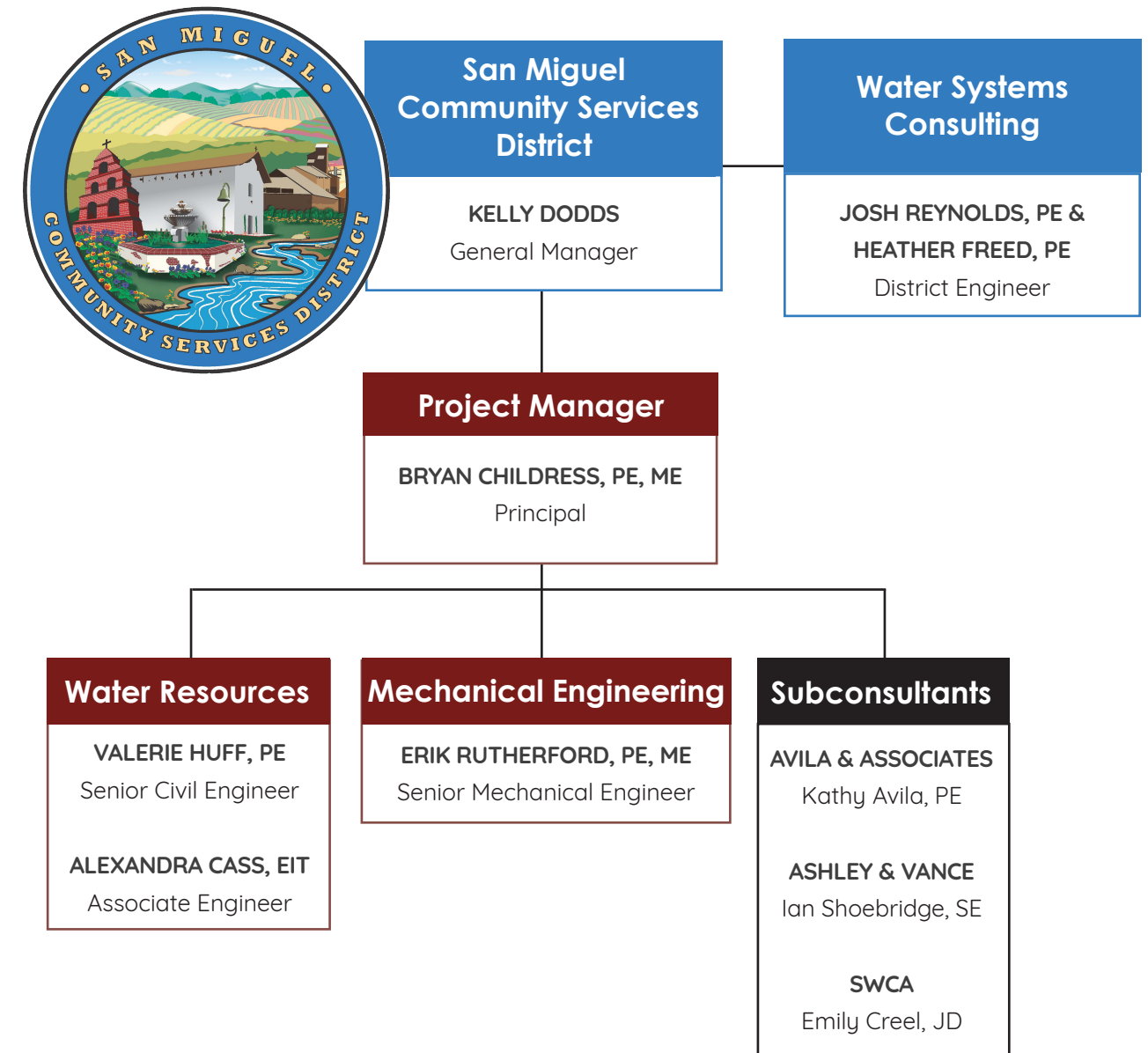
Erik Rutherford, PE, ME
Senior Mechanical Engineer
Lift Station Design Technical Lead

Erik has broad experience with infrastructure and energy-related projects from both a design and project management perspective. After leaving Wallace Group to pursue a master's degree in mechanical engineering, with a focus on energy and sustainability, he returned to his career at Wallace Group working primarily with Clients in the oil and gas and utilities industries, further reinforcing his knowledge and skills within conventional energy and infrastructure. Erik then moved to the renewable energy sector, where he has leveraged his experience and interest in sustainability for the benefit of his Clients. Erik is a technical leader in lift station rehabilitation, upgrades, and new site design.



Alexandra Cass, EIT
Associate Engineer II
Project Engineer

Alexandra has experience writing technical project reports and state and federal grant applications. She has prepared ESRI Arcmap figures of water, wastewater, and stormwater systems. Alex has also drafted stormwater system components in Civil 3D based on as-built and survey data for hydrologic and hydraulic models.



Our project team looks forward to leveraging our collective skills to benefit the Lift Station Floodproofing Planning and Design project.

PROJECT SUBCONSULTANTS

The Wallace Group team on occasion, partners with a small group of trusted subconsultants to provide additional expertise, and ensure a smooth execution. Below are three subconsultants we have chosen to partner with for this Lift Station Floodproofing project.

These subconsultants are each experts in their area and widely regarded throughout the region. This team will bring the full picture into focus when evaluating alternatives for the District. We have decades of experience with each firm, and look forward to applying our collective experience and skill for the benefit of this project.

AVILA AND ASSOCIATES

Avila and Associates Consulting Engineers, Inc. established in 2001, has over 20 years' experience in providing environmental and water resource engineering services to public agencies at the Federal, State and local level. We have extensive experience in a wide range of engineering and environmental service areas including but not limited to:

- Hydrology
- Hydraulic Analysis and Design
- Abutment and Rock Slope Protection
- Regulatory Reporting, Field Surveys, and Presentations
- Scour Monitoring Systems and Strategies
- Railway Bridges
- Gravel Mining Impacts
- Environmental Compliance and Monitoring
- Environmental Plans and Studies
- Environmental Compliance Monitoring During Construction
- Quality Assurance/Quality Control

Avila and Associates Consulting Engineers, Inc. provide quality hydrology and hydraulic analysis and design services for water and flood control districts and Highway Bridge Program (HBP) design firms. Prior to founding Avila and Associates, Catherine Avila was the Branch Chief for Structure Hydraulics for the California Department of Transportation (Caltrans), where she was responsible for over 15,000 bridges throughout California. During her tenure, she was in charge of several key programs for the State, including development and implementation of the state-wide bridge scour mitigation program. She co-authored the California Bank and Shore Rock Slope Protection Design Manual, a guidance document that was replaced by HEC-23.



Avila and Associates has completed over 140 Location Hydraulic Study (LHS)/Summary of Floodplain Encroachment Reports (SFER) all over California including 10 in San Luis Obispo County. Our team has completed both 1D and 2D modeling - depending upon the complexity of the project hydraulics - to determine the impact of the proposed project on the floodplain. We pride ourselves on getting LHS/SFERs through Caltrans with minimal to no comments.

Avila and Associates Consulting Engineers, Inc. strives to provide engineering and environmental services that exceed our client's expectations and that reflect our dedication to delivering sensible and sustainable solutions wherever possible. Not only have we provided over 300 hydraulic analyses, our principals are part of an international network of hydraulic experts and actively engaged in the National Cooperative Highway Research Program for the last twenty years. With our extensive hydrology experience, analysis and mitigation of hydraulic impacts on infrastructure throughout California, Avila and Associates is uniquely positioned to provide hydraulic services for private, county and governmental projects.

Catherine Avila, PE Principal Modeling

Catherine Avila is a principal who began Avila and Associates Consulting Engineers, Inc. in 2000 and who has over 38 years of public and private sector experience in many areas including hydrologic and hydraulic modeling (HEC-RAS, HEC-HMS), environmental assessments, and structure hydraulics. Prior to starting Avila and Associates, Ms. Avila was a Branch Chief for Structure Hydraulics for the California Department of Transportation (Caltrans) where she was in responsible charge of several key programs including the State of California's Structure Hydraulics Local Assistance Training Program, infrastructure database management, and development and implementation of the state bridge scour mitigation program. Her California Bank and Shore Rock Slope Protection Design Manual was replaced by the State of California for Federal publications.



ASHLEY & VANCE

Since 2005, Ashley & Vance Engineering (AV) has focused on serving the best interests of our clients by utilizing our experience in the engineering and construction



industries to turn creative concepts into constructible realities. We develop project teams that have earned a reputation for delivering practical, cost-effective engineering designs, on time and on budget. Shaped by the individual experiences of our principal engineers, our design philosophy delivers a thoughtful, real world approach to construction. Our firm offers technical expertise in civil and structural engineering, from entitlements to construction documents. Our experience includes production housing, multifamily and RCFE projects, hotels, wineries, resorts, public works, infrastructure, industrial, education, OSHPD, DSA, and aerospace projects.

Ian Shoebridge, SE
Structural Principal Engineer
Structural Engineer

Ian joined us in this location on the structural design team just after receiving his M.S. in Civil Engineering from Cal Poly, San Luis Obispo. With a relentlessly analytical approach, Ian is often tasked with AV’s most difficult and challenging projects. Over the years, Ian’s designs have incorporated wood, concrete, masonry, and steel framing systems as well as retrofits of unreinforced masonry—and, in some cases, all on the



same project. Ian has worked on a variety of projects including custom residential homes, seismic retrofits, and commercial structures. Ian enjoys the challenges posed by unique projects and skillfully works through them to reach practical and cost-effective solutions. This results-orientated approach has allowed him to work through some of the largest commercial projects in the San Luis Obispo downtown corridor including Garden Street Terraces and the retail portion of Chinatown.

SWCA

Founded on a commitment to sound science and creative solutions, SWCA Environmental Consultants is a leader in environmental and management consulting services. With a mission to be the best workplace and industry leader in sustainability, we combine scientific expertise and in-depth knowledge of the industries we serve to tackle global environmental challenges.



Our diverse team of experts collaborates across disciplines to deliver comprehensive solutions in environmental planning and permitting, cultural resource management, biological and ecological services, water resources management, air quality planning, and sustainability consulting. Since 1981, SWCA has helped clients navigate the environmental compliance process and become more sustainable. As a 100% employee-owned company, all 1,600+ employees across 43 offices are invested in our collective success, driving excellence in every project we undertake.

With a global presence, we’re able to rapidly pool resources and respond to our clients’ needs.

Emily Creel, JD
Environmental Law Consultant and Environmental Planner
Environmental

Ms. Creel is a project manager and environmental planner in SWCA’s San Luis Obispo office. She obtained her JD in 2005 and has been practicing in the field of environmental, property and land use law in California for more than seven years. She has a specialized background in environmental law and policy, water law, nuisance law, and land use controls.



Ms. Creel is well-versed in state and federal environmental laws and regulations, the administrative process, local county and municipal codes, and California Coastal Commission reg municipal codes, and California Coastal Commission regulations. She is proficient in analyzing statutory interpretations and researching the formulation and referencing authority of reliable legal precedence through common law court decisions. Six years of litigation and consulting experience have given Ms. Creel a working knowledge of on-going changes in environmental law and policy. Her varied experience has given her the ability to handle complex environmental and legal issues.



The City of Hollister retained Wallace Group to evaluate, recommend and design necessary upgrades to two sanitary sewer lift stations. The improvements to both lift stations stemmed from wastewater collection system master plan recommendations made by Wallace Group as part of overall evaluation of the City’s four lift stations. The airport LS collects sewage from the airport area, and discharges directly to the GLP Lift Station, before sewage is pumped into the gravity sewer system.

Identified deficiencies to both lift stations included the need for backup/redundant emergency storage during power outages or lift station failures, permanent backup power (generator), pump capacity evaluation and pump upsizing/replacement, rehabilitation or replacement of pump discharge piping, and other improvements.

In 2017, Wallace Group prepared a detailed technical evaluation to address the identified deficiencies in both lift stations, and also to anticipate future development sanitary flows in and around the airport area. The evaluation included a focused review of emergency storage response times during lift station outages, pumping capacities at each lift station, and in-line sewer flow monitoring results to confirm inflow peaking factors for the purposes of refining pump selection/design. The technical evaluation also included reviewing the potential to send airport LS flows directly downstream (thus bypassing GLP LS) to minimize pump upgrades to the GLP LS. This hydraulic evaluation concluded that the existing pump regime should remain intact.



Wallace Group designed improvement plans and specifications for both lift stations in 2018; however, the City elected to construct only the GLP LS improvements at that time. The design improvements included the following:

- Abandoning the existing wetwell (which was located in a public roadway), and converting the old wetwell into emergency raw sewage storage;
- Constructing a new larger wetwell, large enough to accommodate tri-plex pump set up for future build-out flows; transferring existing sewage pumps to new wetwell (pump upgrades deferred to 2024). Future planned lift station capacity is 1,750 gpm.
- New permanent standby generator and electrical service to accommodate future power loads.
- Providing odor control system (Biotowers).

The above improvements were completed in 2018.

- In 2023/2024, Wallace Group revised the Airport LS design package (that was originally prepared in 2018), plus added one additional design item to the GLP LS (replacement of old wetwell lid due to structural concerns). This package includes the following:

- **Airport LS:**
 - Upsized submersible pumps, and new wetwell to accommodate future tri-plex lift station for future lift station capacity of 1,300 gpm. Tie in existing odor control system (Bioxide injection) to the new wetwell.
 - Convert existing wetwell into emergency storage. It was confirmed that additional underground emergency storage tanks were not warranted, due to plans for new emergency standby power, coupled with converting old wetwell to emergency storage, and some holding capacity in the existing collection system.
 - Upgraded power service, and new emergency standby generator.
- **GLP LS:**
 - Replace the old failing wetwell lid with new wetwell lid.
 - Replace existing submersible pumps with two new up-sized submersible pumps (the third tri-plex pump will be added in the future when needed).

The Airport and GLP LS plans are expected to receive bids by the end of calendar year 2024.



REFERENCE

William Via
City of Hollister
831 636 4340
william.via@hollister.ca.gov

WALLACE GROUP STAFF

Bryan Childress, PE, Project Engineer
Alexandra Cass, EIT, Design Engineer

DATES

2018-Current



CITY OF SAN LUIS OBISPO
2022-2023 STORM RESPONSE

The winter storms in 2022-2023 resulted in significant damage to waterways throughout the City of San Luis Obispo. The damage at several sites included concrete walkways being undermined, drop structures displaced, and significant erosion at creek banks. Since 2023, Wallace Group has been supporting the City under an on-call contract to address the restoration of three damaged locations, in San Luis Obispo Creek and Prefumo Creek.

Scope for the project sites varies based on the damage done, but the work provided by Wallace Group has included survey mapping, hydraulic modeling, rock slope protection (RSP) sizing, creek diversion sizing, scour analysis, fish passage design calculations, hydraulic reports, and full PS&E packages.

Wallace Group has also prepared materials for submittal to FEMA, including concept designs, concept cost estimates, and alternatives analyses.

Wallace Group is working with Rincon Consultants to prepare applications for regulatory permits for the creek restoration, ranging from emergency permit notifications to standard permit applications and CEQA compliance.

Wallace Group is also working with Ashley & Vance to develop structural engineering plans and details for an elevated concrete walkway supported by a concrete wall and gravel infill for a section of the creek near the Mission Plaza pedestrian area.



REFERENCE
Wyatt Banker-Hix
City of SLO
805 295 1609
wbanker@slocity.org

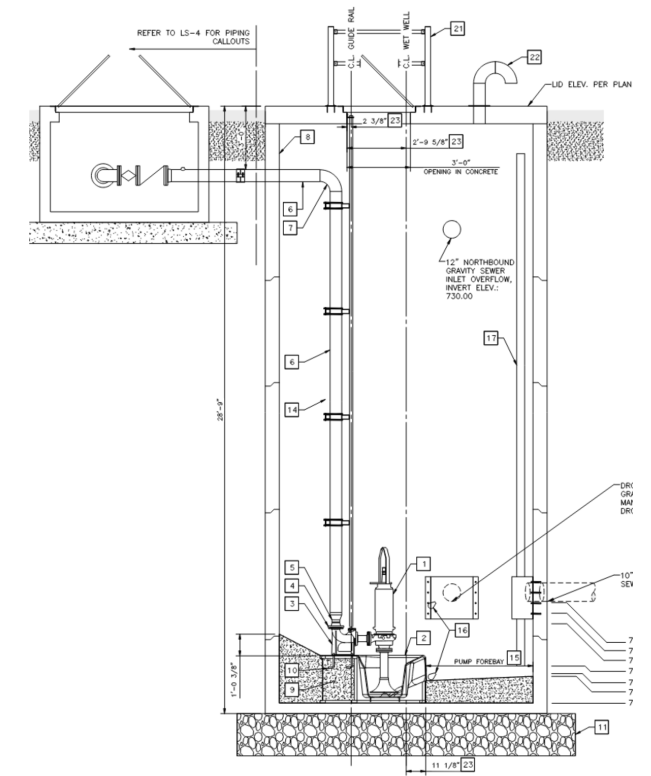
WALLACE GROUP STAFF
Valerie Huff, PE, Project Manager
Alexandra Cass, EIT, Design Engineer

DATES
2023-Current

LIFT STATION EXPERIENCE

In addition to other relevant projects, members of this Project Team have also completed multiple lift station projects including, but not limited to, those listed below. We look forward to applying this experience to the lift station floodproofing planning and design project.

- Sunnyside Lift Station, KB Homes for City of Hollister
- Lemoore NAS B63 Lift Station, FRM for Lemoore NAS
- Booker Lift Station, Wathen Castanos for Marina Coast Water District
- Columbus Parkway Pump Station, TriPointe Homes for Vallejo Flood and Wastewater District
- New Airport Road Lift Station, City of Paso Robles
- Avila Beach WWTP Lift Station Improvements, Avila Beach CSD
- Safari Park Lift Station Replacement, San Diego Zoo Safari Park
- Fiero Lane Lift Station, East Airport Park Association
- Avila Ranch Lift Station, Wathen Castanos Homes for City of San Luis Obispo
- Lift Station 3 Upgrade, City of Morro Bay



SCOPE OF SERVICES

Scope of Work

Task 1: Progress Meetings and Coordination

This task shall include overall management of the project; team coordination; coordination with the District, District Engineer, subconsultants, and other stakeholders; regular progress meetings; and workshops. It is assumed that Phase 1 duration is approximately 3 months total based on the preliminary schedule developed by Wallace Group, attached.

Wallace Group will perform internal management of the project, schedule, and budget, partner with the project team members, and attend meetings. Wallace Group will act as prime consultant and the single point of contact for the District and District Engineer. Wallace Group will maintain a Project Decision and Action Item log for tracking of all decisions and actions and will update this at each progress meeting and distribute it to the team.

Scope includes preparation for and participation in meetings with District and District Engineer and subconsultants.

Task 2: Research and Data Collection

Wallace Group and the Project Team will collect and review pertinent plans, reports, records and other documentation related to the project to properly inform the subsequent steps of the analysis.

Avila and Associates will obtain the current hydraulic modeling data of the Salinas River from the County of San Luis Obispo and/or FEMA. Avila and Associates has previously conducted this work for the Machado WWTF project that Wallace Group is also involved in and has a firm grasp on the approach that FEMA used for the modeling and the requirements for permitting improvements in the floodplain. It is not anticipated that a C-LOMR or LOMR will be required as the lift station is not located within the regulated floodway.

SWCA will prepare an environmental constraints assessment, which will briefly consider relevant topics identified in Appendix G of the California Environmental Quality Act (CEQA) State CEQA Guidelines. The evaluation of topics will be concise yet will be discussed in sufficient detail to assess the need for further studies, analyses, or permits that may be required for each alternative proposed in the study area. Results will be summarized in a memo. Our analysis will be based primarily on a review of existing documentation and databases to determine whether there are any known special requirements or regulations that could affect the project in the study area.

Task 3: Hydraulic Modeling

Avila and Associates will review and update the existing FEMA hydraulic model to estimate the flood elevations for the 25, 50, and 100yr floods to inform the alternatives analysis. Avila and Associates are in possession of the effective FEMA HEC-RAS model which was obtained previously from San Luis Obispo County for their work on the Machado WWTF project. We will review all available background material for the project including as-built plans for the lift station by others. Avila will run HEC-RAS models of the existing conditions and proposed alternatives to ensure that base flood elevation increases are understood and their effects on permitting pathway were considered. Wallace Group's inhouse team of hydrology specialists will perform quality control of the Avila and Associates modeling to ensure accuracy and reliability of the results. Wallace Group's internal team is working on multiple large analyses at this time and partnering with Avila and Associates will ensure that the project schedule is short and efficient. Avila and Associates will complete a Preliminary and Final Hydraulic Report documenting the hydraulic results for the existing conditions, and three preliminary alternatives.

Task 4: Alternatives Analysis

Wallace Group and the Project Team will develop and evaluate alternatives for improving flood reliability of the lift station. Currently, the Project Team has tentatively discussed three alternatives, with the intention to add alternatives once the Research and Data Collection task has been completed. The three different alternatives discussed by the proposed Project Team to date are outlined below:

Alternative 1 – Floodwalls and barrier

Evaluate the feasibility and cost to add flood walls to surround the lift station to protect from the 100yr flood, which upon preliminary review of documentation would be 4 to 5ft tall walls. An automatic flood barrier would be used at the entry point of the lift station. This would likely require a sump pump within the lift station site to remove direct precipitation and any flood water the bypasses the walls and barrier.

Alternative 2 – Elevate site above flood plain elevation

Evaluate the feasibility and cost of building retaining walls around the lift station and adding segments to the existing wet well to raise the lift station 4-6 feet to result in the pad elevation being above the 100yr flood elevation. The interior of the site would be filled with engineered fill and a new equipment pad would be constructed on the elevated surface to reinstall the backup emergency generator and electrical control panel. An earthen ramp would be graded to provide access from the North. The perimeter security fencing would be reconstructed atop the new walls and slab. Access to the lift station in the 100yr flood will need to be studied based on elevations of the roads leading to the site.

Alternative 3 – Relocation of lift station

Evaluate the feasibility and cost of relocating the lift station to a different location, above the 100yr floodplain elevation. This will require analysis of the sanitary sewer collection system of the residential subdivision feeding the lift station and contemplating the operability of a potentially deep lift station. This alternative would also require research of property rights and access easements.

CONFLICTS OF INTEREST

The Project Team will develop a schematic site plan for each of the alternatives and develop preliminary capital and operational cost estimates. Costs will include design, construction, and contingency. Each alternative will be analyzed for operability and access, maintenance requirements, efficacy of floodproofing, constructability, environmental permitting requirements, geotechnical risk, and scheduling constraints.

The Project Team will develop a scoring and ranking matrix to compare each of the alternatives to the others. This method will result in a recommended alternative for District consideration. The results of the alternatives analysis will be documented in a technical memorandum.

Task 5: Project Engineering Report

The Project Team will develop an administrative draft of a preliminary engineering report (PER) to detail the alternatives analysis and the hydraulic modeling done to support the analysis. The PER will adhere to the USDA Rural Development Program requirements for the report to support the funding request for the project. The Project Team will then integrate District comments into a Draft PER for submission to the USDA. The Project Team will develop a Final PER based on comments received from USDA and direction from the District.

Project Deliverables

1. Draft Alternatives Analysis Technical Memorandum
2. Final Alternatives Analysis Technical Memorandum
3. Admin Draft Preliminary Engineering Report
4. Draft Preliminary Engineering Report
5. Final Preliminary Engineering Report

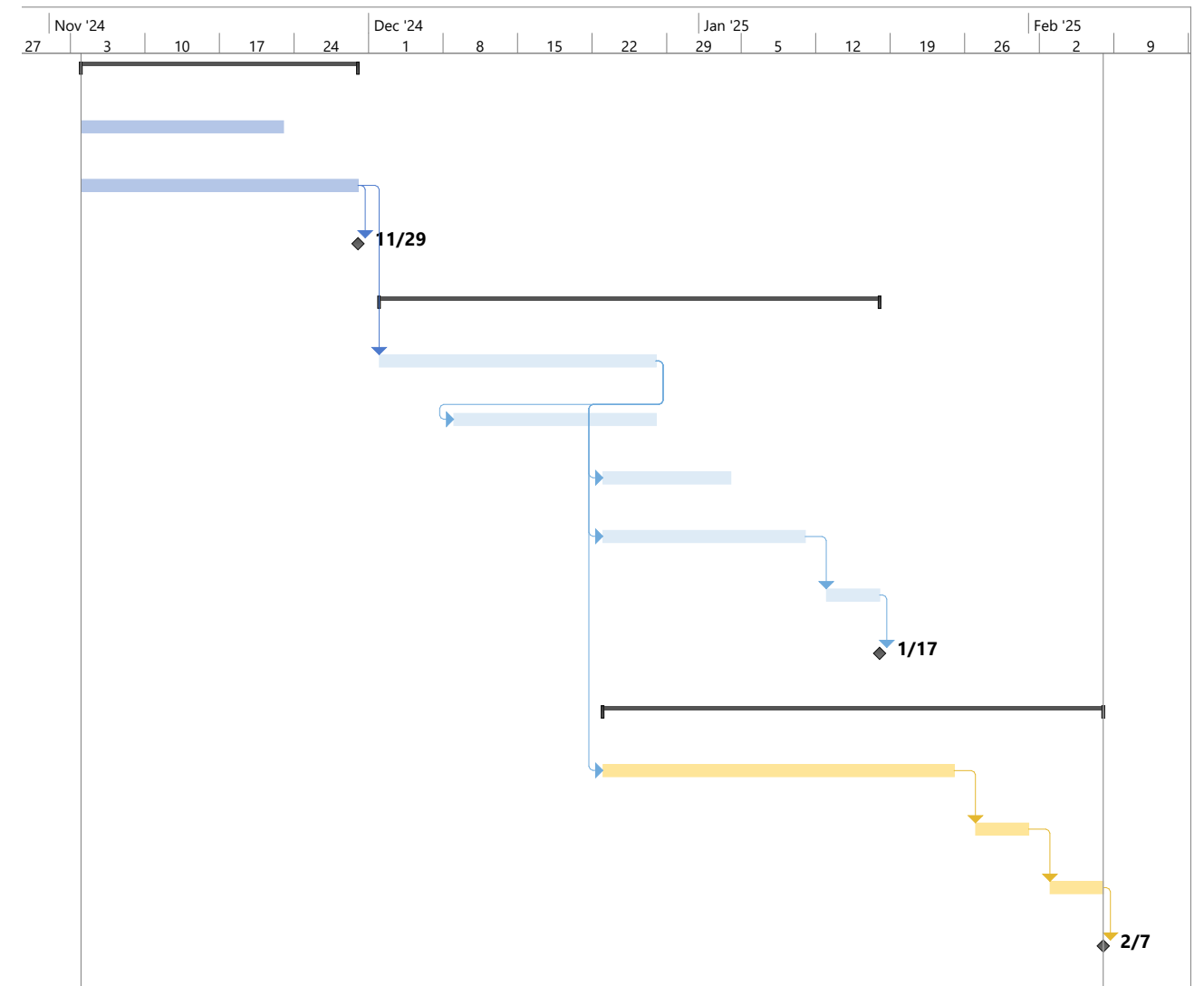
Assumptions and Exclusions

1. Survey is not included in scope. Readily available LIDAR topography will be used for schematic design. Assumed that detailed topography of the project site, including the channel detail below water level, is available for use.
2. As-built plans for lift station will be used to determine pad and grade ring elevation relative to flood elevations.
3. Electrical engineering is not included in scope and fee, general estimates of electrical cost will be used for alternatives analysis matrix.
4. The existing FEMA ID HEC-RAS model will be used for the modeling efforts.
5. The discharges determined by FEMA are sufficient for this analysis. Determining the peak discharges is not included in this scope of work.
6. As-built plans will be provided by others.
7. No Conditional Letter of Map Revision (CLOMR), Letter of Map Revision (LOMR), or formal No-Rise analysis will be completed as part of this scope of work. If a no rise, CLOMR, or LOMR are required, a separate task order will be required and will be performed during the design phase.
8. Sanitary sewer collection system modeling is not included in the relation alternative. Review of the collection system atlas/as-built plans will be used for relocation alternative. Surge analysis of the existing and relocated sewer forcemain not included, this work would be performed in the design phase.
9. Schematic drawings produced for alternatives analysis are for review only, not to be used for construction.

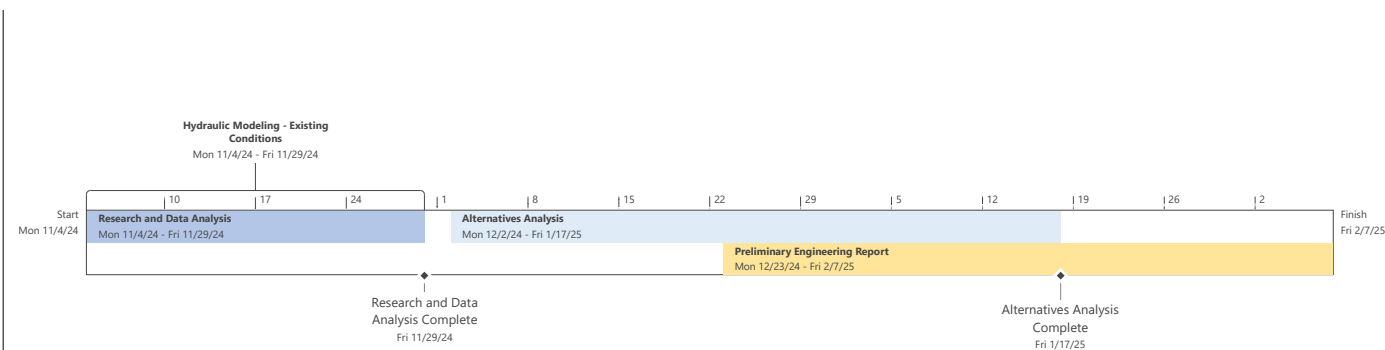
Wallace Group has no conflicts of interest on this proposed project.

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	Research and Data Analysis	20 days	Mon 11/4/24	Fri 11/29/24	
2	Background Documentation Review	15 days	Mon 11/4/24	Fri 11/22/24	
3	Hydraulic Modeling - Existing Conditions	20 days	Mon 11/4/24	Fri 11/29/24	
4	Research and Data Analysis Complete	0 days	Fri 11/29/24	Fri 11/29/24	3
5	Alternatives Analysis	35 days	Mon 12/2/24	Fri 1/17/25	
6	Alternative Designs	20 days	Mon 12/2/24	Fri 12/27/24	3
7	Structural Narratives	15 days	Mon 12/9/24	Fri 12/27/24	6FS-15 days
8	Hydraulic Modeling - Proposed Conditions	10 days	Mon 12/23/24	Fri 1/3/25	6FS-5 days
9	Scoring and Ranking	15 days	Mon 12/23/24	Fri 1/10/25	6FS-5 days
10	Technical Memorandum	5 days	Mon 1/13/25	Fri 1/17/25	9
11	Alternatives Analysis Complete	0 days	Fri 1/17/25	Fri 1/17/25	10
12	Preliminary Engineering Report	35 days	Mon 12/23/24	Fri 2/7/25	
13	Draft PER	25 days	Mon 12/23/24	Fri 1/24/25	6FS-5 days
14	PER Comments	5 days	Mon 1/27/25	Fri 1/31/25	13
15	Final PER	5 days	Mon 2/3/25	Fri 2/7/25	14
16	Preliminary Engineering Report Complete	0 days	Fri 2/7/25	Fri 2/7/25	15



PROJECT TIMELINE



APPENDIX

APPENDIX A- RESUMES

Bryan's diverse engineering background includes roles in technical sales, engineering design, project and personnel management, and technical support. Bryan's career started with a role as a sales engineer, designing and selling complex automation components and systems to a variety of industries. He transitioned into the water treatment industry with Zenon Environmental Corporation, later acquired by GE Water & Process Technologies, where he supported the commissioning and operation of over 150 municipal and industrial ultrafiltration water and wastewater treatment plants. Building on that experience, he took an engineering management role with a growing water treatment equipment manufacturer and expanded the company's product offerings into new markets and applications before joining Wallace Group. Bryan manages design projects in the water, wastewater, reclaimed water, and stormwater areas. Bryan's unique professional licensing as both a Registered Mechanical Engineer and Registered Civil Engineer in the state of California allows him to be the engineer in responsible charge of a variety of project types.



REPRESENTATIVE PROJECTS

Machado WW Treatment Facility Improvements, San Miguel, CA
As Project Manager and Engineer-of-Record, Bryan led the design of an extensive upgrade and expansion to the municipal wastewater treatment facility. Growth within the City, new effluent discharge requirements from the RWQCB, as well as age of the existing treatment facility prompted a full replacement of the plant. Improvements include a new influent lift station, including Hidrostral pumps and Prerostal prerotation basins, headworks, 0.50 MGD packaged membrane bioreactor system, closed reactor UV disinfection system, solids dewatering system, influent equalization pond and pump station, and effluent storage pond and recycled water pump station. The project also includes a new operations headquarters facility for San Miguel Community Services District. Design includes phasing to allow the existing plant to remain operational during construction.

Cal Poly Water Reclamation Facility and Water Infrastructure Improvements Project, San Luis Obispo, CA

As Project Manager and Engineer-of-Record, Bryan is leading a collaborative design build project in partnership with campus and contractor team members. The Water Reclamation Facility project includes design of a new 0.50mgd packaged membrane bioreactor system intended to provide recycled water demand to the campus agricultural crops to provide water use offsets for future housing demands. The system includes a new lift station, 6,000LF forcemain, 65AF recycled water storage reservoir, treatment facility, and recycled water pump station tying into over 7 miles of existing irrigation pipe network.

The Water Infrastructure Improvements Project includes replacement and expansion of a 2.4 million gallon concrete storage reservoir, a new potable water booster pump station and building, various transmission and distribution main piping improvements,

EDUCATION

B.S., Mechanical Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Mechanical Engineer, Number 037934

California Registered Civil Engineer, Number C88775

PATENT

Co-inventor, Patent US 8,540,457 B2



and controls upgrades.

Somis Ranch Wastewater Treatment Plant

As Project Manager and Engineer-of-Record, designed a decentralized wastewater treatment system for a 1,400 unit apartment complex located outside of municipal sewer reach. The design included a new lift station, headworks, influent equalization storage, 0.10mgd packaged membrane bioreactor system, closed reactor UV disinfection, effluent equalization storage, lined recycled water storage reservoir, and new electrical service and emergency backup generator. Scope of work also included all Regional Board and Division of Drinking Water permitting. Water Quality Objectives at the site location were lower than potable water supply quality, leading to creative disposal strategy of recycled water irrigation to nearby avocado orchards during the irrigation season, and disposal into the Calleguas Salinity Management Pipeline during the winter season.

Justin Winery WWTP3

Worked with Justin Winery facility engineers to design a custom 0.06mgd industrial process wastewater treatment system. Justin Winery expanded their campus by constructing an additional three production buildings, which required the relocation and expansion of their winery process wastewater treatment system. The expanded system includes lift stations, headworks, influent and effluent equalization tanks, membrane bioreactor, and solids dewatering press. Design included structural design of overhead piping racks and supports and custom tanks and supports.

Treana Winery WW Treatment System Design, Paso Robles, CA

Project Engineer responsible for high strength wastewater treatment design, including technology review and selection, sequencing batch reactor treatment system, lift station, equalization tanks and appurtenances specifications, system and tank equipment pad design, utility plans, design of subsurface irrigation for disposal via evapotranspiration, coordination with Surveyor, Contractors, Client, RWQCB, City of Paso Robles; agency approvals including City of Paso Robles and Central Coast Regional Water Quality Control Board.

Harmony Town Title 22 Recycled Water System, Harmony, CA

Project Engineer responsible for the design and permitting of a Title 22 Disinfected Secondary-2.2 recycled water system under the Regional Water Quality Control Board and CA State Water Board Division of Drinking Water; complex site constraints required a creative approach to domestic WW treatment for the town expansion project; design includes customized sequencing batch reactor and chlorine contact chamber followed by subsurface irrigation of turf parking for effluent disposal; responsible for design strategy, permitting through SLO County and Regional Water Quality Control Board, sanitary sewer design including collection system, grease interceptor, lift station and treatment system, composite utility plan including gas, sewer, fire protection, potable water and electrical utilities, potable water system expansion including pump house, anchored storage tanks and appurtenances.



Valerie is a senior civil engineer at Wallace Group and has a broad range of general civil engineering experience, including public works and private development projects. She specializes in water quality requirements as well as the analysis and design of water, sewer, and storm drainage and flood control systems. Her project background includes street improvement plans, grading plans, and utility design. She has extensive experience with hydraulic modeling, hydraulic and hydrologic analysis; technical specification development; construction management; and design reports and cost estimates.



REPRESENTATIVE PROJECTS

Post-Construction Stormwater Guidebook San Luis Obispo County, CA

Wallace Group is currently supporting the County of San Luis Obispo to develop a new Post-Construction Stormwater Guidebook, for compliance with the Central Coast Regional Water Quality Control Board's Post-Construction Requirements. The Guidebook will be a reference for the development community, to communicate the County's expectations for post-construction stormwater management. Wallace Groups services include technical reviews, preparation of example calculations and example Stormwater Control Plans, and preparation of supporting calculations for low impact development design guidance. Valerie also provided public training webinars to support implementation of the guidebook.

Stormwater Plan Checking Services, Various Public Agencies

Valerie has provided plan checking services for compliance with flood control and post-construction requirements for multiple public agencies along the Central Coast, including Santa Barbara County, City of Hollister, City of Seaside, and City of Paso Robles. Valerie routinely reviews grading and drainage plans, drainage reports, stormwater control plans, and stormwater operations and maintenance plans.

Stormwater Development Standards Training, City of Salinas

The City of Salinas recently renewed their Phase I MS4 permit with the Central Coast RWQCB. As a part of the renewal the City's permit now incorporates the Central Coast RWQCB's Post-Construction Requirements (Resolution No. R3-2012-0025), which replaced the City's prior post-construction requirements. The City revised their Stormwater Development Standards to reflect these new permit conditions, and is in need of training City staff for plan checking and compliance with the Post-Construction Requirements. The City retained Wallace Group to provide two training sessions to City Staff. Valerie will be providing this training for the City, scheduled for October 2021.

EDUCATION

MS, Engineering, Specialization in Water Engineering, California Polytechnic State University, San Luis Obispo, CA

BS, BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer, Number 72426

Qualified SWPPP Developer/Practitioner (QSD/P)

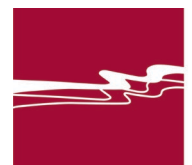
AFFILIATION

American Society of Civil Engineers (ASCE): Past-President 2012-2013, San Luis Obispo Branch

County-Wide San Luis Obispo Hydromodification Technical Advisory Committee (HTAC)

Central Coast Regional Water Quality Control Board Joint Effort Review Team (JERT)

Lecturer, BioResource and Agricultural Engineering Department, Cal Poly San Luis Obispo



Campus Sanitary Sewer Master Plan, University of California Santa Cruz, Santa Cruz, CA

Prepared an InfoSWMM based GIS compatible hydraulic model, including over 6 miles of gravity sewer piping and 9 sewer lift stations and corresponding force mains. Reviewed and recommended updates to the Campus design standards related to sewer construction. Developed a capital improvement program to address maintenance hotspots and provide capacity for existing and buildout flow conditions.

Sanitary Sewer Collection System Master Plan, Hollister, CA

Prepared a detailed assessment of the City's 4 sewer lift stations and corresponding force mains, including pump and force main hydraulics, wet well capacity and emergency response time, and capacity for future development. Developed a capital improvement program for the lift stations to cover both existing and future conditions. Wallace Group prepared a comprehensive hydraulic model of the sewer collection system and the Master Plan report document.

Sanitary Sewer Collection System Master Plan, Seaside County Sanitation District, Seaside, CA

Prepared an InfoSWMM based GIS compatible hydraulic model, including over 14 miles of gravity sewer piping and four sewer lift stations and corresponding force mains. Developed a capital improvement program based on the hydraulic model results and review of the District's existing operations and maintenance program. Wallace Group prepared the Master Plan report document and coordinated a corresponding detailed rate study to identify funding for the recommended projects.

Infrastructure Renewal Project, University of California Santa Barbara, Goleta, CA

Prepared a SewerCAD based system-wide sewer model, including over 4.5 miles of gravity sewer trunkline and multiple lift stations. Utilized proposed and projected dormitory and facility construction to determine future sewer flow conditions for entire UCSB campus. Assisted with campus-wide field survey to map the existing sewer system with survey-grade coordinates and catalogue manhole inverts and physical conditions. Identified and reviewed design of required capital improvements for the existing sewer system to service campus build-out conditions.

Sewer System Master Plan and GIS Compatible Sewer System Model, Laguna County Sanitation District, Santa Barbara County, CA

Prepared a SewerGEMS based GIS compatible system-wide sewer model in support of the District's Sewer System Master Plan, including over 100 miles of piping, a lift station and force main, and multiple siphons. Coordinated collection and preparation of survey-grade GIS data covering over 95% of the District's existing collection system.

AWARDS

2013 Outstanding Younger Civil Engineer, ASCE Los Angeles Section

PRESENTATIONS

Post-Construction Compliance and Lessons Learned. Monterey Stormwater Education Alliance.

Pervious Concrete, Pavement, and Asphalt. Calming the Storm, Santa Cruz Resource Conservation District.

Stormwater Compliance and Cost Control. APWA Monterey Bay.

Infiltration Based Stormwater Control Measures. APWA Central Coast.

LID Construction Workshop. Central Coast Low Impact Development Initiative (LIDI).

TRAINING

Bioretention Design, Central Coast Low Impact Development Initiative (LIDI)

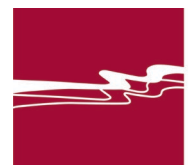
Low Impact Development (LID) Workshops, UC Davis Cooperative Extension & Central Coast Low Impact Development Initiative (LIDI)

Recycled Water Treatment and Distribution, CCWUC

Spatial Hydrologic Modeling with GSSHA and WMS, Aquaveo

HydroModification and Stormwater Management, ASCE

Survey and Engineering GIS Summit, ESRI



Erik has broad experience with infrastructure and energy-related projects from both a design and project management perspective. After leaving Wallace Group to pursue a master's degree in mechanical engineering, with a focus on energy and sustainability, he returned to his career at Wallace Group working primarily with Clients in the oil and gas and utilities industries, further reinforcing his knowledge and skills within conventional energy and infrastructure. Erik then moved to the renewable energy sector, where he has leveraged his experience and interest in sustainability for the benefit of his Clients.



REPRESENTATIVE PROJECTS

Sewer Lift Stations, Various Clients, Various Locations in CA

In a variety of roles from Design Engineer to Engineer of Record, Erik has supported the design and implementation of several sewer lift stations. Most often these were custom designed, submersible pump lift stations consisting of a wet well, valve vault, electrical gear, and site improvements, though in some cases Erik has supported the design and implementation of packaged systems. Each project had its unique challenges ranging from physical space constraints, to extended equipment lead times and temporary operation contingencies. Lift station design and implementation services typically include preliminary engineering, detailed design, as well as continued support through construction.

Sunnyside Estates Sewer Lift Station, KB Homes, City of Hollister, CA

Engineer of record/design engineer for a new 250-gpm submersible sewage lift station. The lift station includes features such as a permanent standby generator, submersible pumps with guide rail and quick-connections to connect pumps to discharge piping and simplify lifting/removal of pumps, permanent odor control provisions, emergency bypass connections, lined wetwell, and raw sewage storage to assist with response time to O&M staff. The lift station design was completed in 2019, and is presently under construction.

Columbus Parkway Pump Station, Waterstone Development, Vallejo, CA

New 260 gpm submersible sewage lift station permanent standby generator and MCC located within a new lift station building.

Airport and GLP Lift Station Upgrade, City of Hollister, CA

Design Engineer for retrofit and upgrade to two sewage lift stations in the City of Hollister. The Airport Lift Station is an 800-gpm pumping station, and the GLP Lift Station is rated at over 1,000 gpm. Both stations were in need of wetwell lining and coating, and replacement of discharge piping and slide rails that were in poor condition. Design of both lift stations also included specifying permanent standby generators, odor control systems, additional storage to enhance response time to prevent sewage spills. The GLP Lift Station included design of an entirely new lift station, and the existing pumps will be relocated to the new wetwell and valve vault (both features were relocated out of an existing roadway).

EDUCATION

M.Eng., Mechanical Engineering, Cornell University, Ithaca, NY

B.S., Mechanical Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer
C86188

California Registered Mechanical
Engineer, Number M36487



The old wetwell was converted to emergency overflow/storage for improved response time. Designs were completed in 2018; the City deferred construction of the Airport LS improvements at this time, and the GLP lift station improvements are being bid at this time.

Lemoore NAS Building B63 Process Lift Station, Fluid Resource Management, Department of the Navy

Engineer of record/design engineer for upgrades to an existing combined industrial and domestic lift station. The existing 525-gpm lift station was constructed as a wet pit/dry pit structure with an above ground control building, and over the years has become non-functional. Upgrades consisted of installing a new packaged lift station with (2) 34-HP pumps adjacent to the existing lift station facility and tying into the associated gravity sewers and force main. The project was constructed in 2019.

Booker Street Lift Station Improvements, Wathen Castanos, Marina Coast Water District

Engineer of record/design engineer for upgrades to an existing 460-gpm submersible sewage lift station. The existing lift station was constructed around 1966 as a wet pit/dry pit structure with an above ground control building, and over the years has degraded and become a safety concern of Marina Coast Water District due to the confined spaces inherent to the construction. Upgrades consisted of removing the control building and abandoning the existing wet pit/dry pit structure, refurbishing the wet well, replacing the existing standby generator, installing a new control panel, installing a new lift station bypass connection, and grading the site with new gravel surfacing. The design was geared toward removing the confined space hazards while utilizing as much of the existing infrastructure as possible, in order to minimize disruptions to existing operations and reduce project costs. The project is currently in construction.



Alexandra joined Wallace Group in 2022 with a passion for water resources engineering. She has gained experience on various water, wastewater and stormwater projects since starting. From grant and project report writing to design drafting in Autodesk Civil 3D and mapping in ESRI ArcMap, Alexandra has been an immensely helpful addition to our team.



REPRESENTATIVE PROJECTS

Salinas Stormwater Master Plan Update, Salinas, CA

Alexandra is currently assisting in the preparation of a Stormwater Master Plan update for the City of Salinas. Supported Wallace Group's survey team in gathering field survey of over 1,000 stormwater features through the creation of figures in ESRI Arcmap and KMZ files in Google Earth. Also aided in drafting as-built and survey data into AutoDesk Civil 3D to be used for an InfoSWMM based, GIS compatible hydrologic and hydraulic model.

Salinas Sanitary Sewer Master Plan Update, Salinas, CA

Associate Engineer in preparing an update to the City of Salinas Sanitary Sewer Master Plan. Created several supporting figures with ESRI ArcMap, aided report formatting and writing, and generated cutsheets for Capital Improvement Programs based on InfoSWMM sewer model results.

Best Roads Mutual Water Company Consolidation, San Benito County, CA

Prepared a \$2.25 million grant application under the Department of Water Resources' Small Community Drought Relief Program. The project will disconnect the Best Roads Mutual Water Company's failing wells that are currently posing a risk to the health of the residents and provide water from Sunnyslope Water District. The application consisted of a detailed project proposal, budget, schedule, and supporting ESRI ArcMap figures. The project has been confirmed for funding and will consist of a new water main, hydro-pneumatic tank, upgraded SCADA, controls, and other equipment to support the addition of new customers.

Chualar Wastewater Consolidation, Monterey County, CA

Completed a planning grant application under the Clean Water State Revolving Fund to consolidate the current Wastewater Treatment Facility (WWTF) serving Chualar with the Monterey One Regional Treatment & Recycling Facility via a connection to the City of Salinas sewer system. The Chualar WWTF is not in compliance and is posing a major risk to surface waters and the local groundwater basin. The application consisted of a comprehensive plan of study report, schedule, budget, ESRI Arcmap figures, and several other supporting documents.

EDUCATION

MS, Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo, California

BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California

REGISTRATION

Registered California EIT
#172295

CERTIFICATIONS

OSHA 40 Hour HAZWOPER Training
#2006191290643

8 Hour HAZWOPER Refresher Training
#2106155290643
#2206145290643

SOFTWARE

ESRI ArcMap
Innovyze InfoSWMM
AutoDesk Civil 3D



Education

B.S., Civil Engineering,
Santa Clara University

M.S. Civil Engineering,
U.C. Davis

M.B.A. Public Sector
Management / Economics,
U.C. Davis

Dean's Award, U.C. Davis
School of Management

Registrations

Professional Civil
Engineer, (CA – 48947)
(NV – 16678)
(HI – 19728)

Affiliations

American Society of Civil
Engineers

Diplomate, Water
Resources Engineer
(Environmental and Water
Institute)

Years of Experience: 38
**Years with Avila &
Associates:** 23

Distinguishing Qualifications

- Vice-Chair Task
Committee 213 Scour
and Geotechnical
Engineering for the
International Society of
Soil Mechanics and
Geotechnical
Engineering
(ISSMGE).
- Member,
Transportation
Research Board (TRB)
ADK50 (Standing
Committee on
Hydrology, Hydraulics
and Stormwater)

Catherine Avila is a principal who began Avila and Associates Consulting Engineers, Inc. in 2000 and who has over 38 years of public and private sector experience in many areas including hydrologic and hydraulic modeling (HEC-RAS, HEC-HMS), environmental assessments, and structure hydraulics. Prior to starting Avila and Associates, Ms. Avila was a Branch Chief for Structure Hydraulics for the California Department of Transportation (Caltrans) where she was in responsible charge of several key programs including the State of California's Structure Hydraulics Local Assistance Training Program, infrastructure database management, and development and implementation of the state bridge scour mitigation program. Her California Bank and Shore Rock Slope Protection Design Manual was replaced by the State of California for Federal publications.

Representative Projects

Creston Road at Quail Creek, San Luis Obispo County, California

Role: Project Manager Responsibilities: Avila performed a HEC-RAS point precipitation study to determine the discharge in Quail Creeks and created a 2D HEC-RAS model. During the storms of January and March 2023, the existing Creston Road bridge/culvert was damaged and the roadway fill was washed away. Avila and Associates was retained to complete the hydrology, hydraulic, and scour analyses for the proposed alternatives for emergency funding.

Chimney Rock Road at Franklin Creek, San Luis Obispo County, California

Role: Project Manager Responsibilities: Avila performed a HEC-RAS point precipitation study to determine the discharge in Franklin Creeks and created a 2D HEC-RAS model. During the storms of January and March 2023, the existing Chimney Rock Road culvert was damaged and the roadway fill was washed away. Avila and Associates was retained to complete the hydrology, hydraulic, and scour analyses for the proposed alternatives for emergency funding.

Salmon Creek Road at Fay Creek, Sonoma County, California

Role: Project Manager Responsibilities: Avila performed a HEC-HMS study to determine the discharge in both Fay and Salmon Creeks and created a 2D HEC-RAS model of both creeks. During the storms of January and March 2023, the existing Salmon Creek Road culvert passing Fay Creek in Sonoma County, CA was damaged and the roadway fill was washed away. Avila and Associates was retained to complete the hydrology, hydraulic, and scour analyses for the post-storm (existing) condition and the proposed alternatives for FEMA emergency funding.

March 2023 Storm Damage Recovery, Tulare County, California

Role: Project Manager/Project Engineer/Hydraulic Modeler,
Responsibilities: Ms. Avila is the project manager for providing bridge hydraulic services for 10 storm damage projects including hydraulic modeling to size rock slope protection at eroded roadways adjacent to creeks and sizing undersized culverts. Avila is completing 2D hydraulic

modeling at bridge, culvert and roadway locations affected by the March 2023 storms to obtain FEMA funding for infrastructure repair. Avila is also assisting with Central Valley Flood Protection Board blockage calculations to accelerate project permitting.

IAN SHOEBRIDGE, SE Principal Structural Engineer

With his master’s degree in civil engineering, Ian is well prepared to tackle any complex project. His design, project management, leadership, and mentorship work is respected by colleagues as he pushes teams and individuals through complicated designs or demanding coordination efforts. Ian’s designs have incorporated all types of materials including concrete, masonry, steel and wood framing systems, as well unreinforced masonry retrofits.

Using a relentlessly analytical approach, Ian is often tasked with the most challenging projects. He offers approachable, pragmatic solutions across all phases of work. Ian’s extensive experience includes coordinating and interfacing with other design consultants, contractors, clients, and government agencies in order to meet project objectives.

REFERENCES

Cayucos Sanitary District	Contact Name:	Rick Koon, District Manager
	Phone/Email:	805.995.3290, rkoon@cayucossd.org
	Address:	200 Ash Ave, Cayucos, CA 93430
	Type of Project	Public Works - Wastewater
	Date of Services	2017-2021
	Contract Amount	\$320,000
	Project Description	Cayucos Water Reclamation Facilities. Structural engineering services related to the design & construction of a new 0.3 MGD wastewater treatment facility.
	Project Outcome:	Complete and operational
	Project owner:	Cayucos Sanitary District
	Role(s):	Ian Shoebridge - Senior Structural Engineer
Black & Veatch	Contact Name:	Erick Bevington, PE - Director of Engineering
	Phone/Email:	925-949-5918, BevingtonEV@BV.com
	Address:	2999 Oak Road, Suite 490 Walnut Creek, CA 94597
	Type of Project:	Public Works - Wastewater
	Date of Services:	2019 - 2023
	Contract Amount:	\$495,000
	Project Description:	Morro Bay Water Reclamation Facilities. Structural engineering services related to the design & construction of a new 1.0 MGD wastewater treatment facility.
	Project Outcome:	Substantially complete and operational
	Project Owner:	City of Morro Bay



REGISTRATIONS AND CERTIFICATIONS

Professional Structural Engineer
CA S6293
Professional Civil Engineer
CA C79205
CA DSW Volunteer
ID# 93484

EDUCATION

MS, Civil Engineering
BS, Civil Engineering
California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE), Member

American Institute of Steel Construction (AISC), Professional Member

EMAIL

(805) 545-0010 x116
ian@ashleyvance.com

Years of Experience

7

Expertise

Environmental, land use, and property law

CEQA / NEPA compliance

Project management

Environmental law updates, CEQA litigation

Education

J.D., Indiana University School of Law, 2005

Environmental Law Research Group, Indiana University School of Law, 2002-2004

B.A., Political Science, Arizona State University; Tempe, Arizona, 2002

Training

State Bar of California Minimum Continuing Legal Education, 2006-2012

Association of Environmental Professionals (AEP) CEQA Workshops and Legislative Updates, 2009-2013

American Planning Association Annual Conference, 2011

Professional Affiliations

State Bar of California

San Luis Obispo

Experience Summary

Ms. Creel is a project manager and environmental planner in SWCA's San Luis Obispo office. She obtained her JD in 2005 and has been practicing in the field of environmental, property and land use law in California for more than seven years. She has a specialized background in environmental law and policy, water law, nuisance law, and land use controls.

Ms. Creel is well-versed in state and federal environmental laws and regulations, the administrative process, local county and municipal codes, and California Coastal Commission regulations. She is proficient in analyzing statutory interpretations and researching the formulation and referencing authority of reliable legal precedence through common law court decisions. Six years of litigation and consulting experience have given Ms. Creel a working knowledge of ongoing changes in environmental law and policy. Her varied experience has given her the ability to handle complex environmental and legal issues.

Selected Project Experience

Bridge Street Bridge Replacement Project; San Luis Obispo County, California; Quincy Engineering, City of Arroyo Grande. SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting for the project, which will replace the existing historic bridge crossing Arroyo Grande Creek near the intersection of West Branch Street and Bridge Street in the city of Arroyo Grande. *Role: Environmental Planner. Prepared technical reports and consulted with interested agencies, including the City of Arroyo Grande, County of San Luis Obispo, and Caltrans.*

Brisco Road/Halcyon Road/Highway 101 Interchange Project; San Luis Obispo County, California; Wood Rodgers, City of Arroyo Grande. SWCA prepared various technical reports analyzing alternatives for the interchange modification project, located in the city of Arroyo Grande, in support of the joint CEQA/NEPA process, including Community Impacts Assessment, Visual Impact Assessment, Water Quality Assessment Report, and Initial Study/Mitigated Negative Declaration. *Role: Environmental Planner. Prepared technical reports and consulted with interested agencies, including the City of Arroyo Grande, County of San Luis Obispo, and Caltrans.*

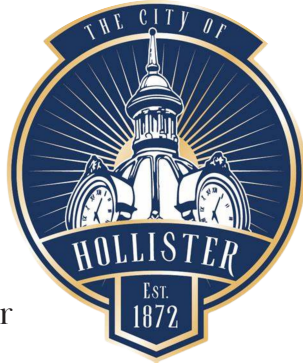
Goleta Beach Park Bridge Replacement Project; Santa Barbara County, California; Quincy Engineering, County of Santa Barbara. SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the project, which will replace the existing bridge over the Goleta Slough between Sandspit Road and Goleta Beach Park. *Role: Environmental Planner. Prepared various technical studies and CEQA documents, analyzed potential for water quality impacts.*

APPENDIX B- REFERENCES

PROJECT REFERENCES

REFERENCE

William Via
City of Hollister
831 636 4340
william.via@hollister.ca.gov



Wallace Group provided survey mapping, hydraulic modeling, and design engineering for multiple locations as a result of severe storm damage in 2023.

REFERENCE

Wyatt Banker-Hix
City of SLO
805 295 1609
wbanker@slocity.org

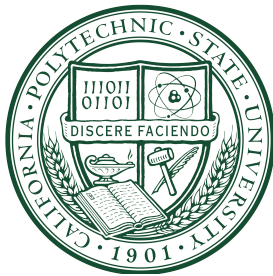


GLP and Airport Lift Station Improvements Projects. Wallace Group designed upgrades for both lift stations as part of an overall review of the sanitary sewer collection system.

PROJECT MANAGER'S REFERENCES

REFERENCE

Chad Worth
California Polytechnic
University
925 595 5539
cworth@calpoly.edu



Water Reclamation Facility Project. Wallace Group is designing a 500k gpd wastewater treatment system including a 1,000 gpm triplex lift station.

REFERENCE

Brad Hagemann
Avila Beach
Community
Services
District
805 595 2664
hagemann.associates@gmail.com



Avila Beach WWTP Improvements. Wallace Group designed an expansion of the wastewater treatment system including a packaged MBR, upgraded lift station, and new influent equalization tank.

APPENDIX C- BILLING RATES

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$120
Designer/Technician I - IV	\$125/\$135/\$145/\$155
Senior Designer/Technician I - III	\$165/\$172/\$179
GIS Technical Specialist.....	\$160
Senior GIS Technical Specialist	\$170
Associate Engineer I - III	\$135/\$145/\$155
Engineer I - IV	\$170/\$175/\$180/\$185
Senior Engineer I - III	\$200/\$205/\$210
Director	\$220
Principal Engineer/Consulting Engineer	\$245
Principal.....	\$270

Surveying Services:

Party Chief	\$182
Party Chief (*Prevailing Wage).....	\$250
Instrument Person	\$125
Instrument Person (*Prevailing Wage)	\$150
Associate Survey Technician	\$120
Survey Technician I - IV	\$135/\$140/\$150/\$155
Land Surveyor I - III	\$160/\$170/\$180
Senior Land Surveyor I - III.....	\$185/\$190/\$195
Director	\$220
Principal Surveyor	\$245
Principal.....	\$270

Planning Services:

Associate Planner I - II	\$110/\$120
Planner I - IV.....	\$140/\$150/\$160/\$170
Senior Planner I - III	\$175/\$180/\$185
Director	\$200
Principal Planner.....	\$210
Principal.....	\$270

Landscape Architecture Services:

Associate Landscape Designer I - II	\$105/\$115
Designer I - IV	\$120/\$125/\$130/\$135
Landscape Architect I - IV	\$140/\$145/\$150/\$155
Senior Landscape Architect I - III	\$160/\$165/\$170
Director	\$185
Principal Landscape Architect	\$210
Principal.....	\$270

Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager.....	\$245
Principal.....	\$270

Public Works Administration Services:

Project Analyst I - IV	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III	\$170/\$175/\$185

Support Services:

Office Assistant	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.



REQUEST FOR QUALIFICATIONS/PROPOSALS

**LIFT STATION FLOODPROOFING
PLANNING & DESIGN**

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 10.5

SUBJECT: Purchase of replacement well chlorine and turbidity monitoring equipment and budget adjustment by RESOLUTION 2024-55 (approve by 3/5 vote)

SUGGESTED ACTION: Review and approve RESOLUTION 2024-55 authorizing the General Manager to negotiate and purchase replacement well chlorine and turbidity monitoring equipment and authorizing associated budget adjustment.

DISCUSSION:

The District currently operates three potable water wells which current fill the water needs of the community. Each well is currently equipped with a chlorine analyzer, turbidimeter, and chlorine pump. The analyzers are all in excess of 15 years old, the two turbidimeters were excess equipment that was donated to the District which are in excess of 10 years old, all are discontinued and no longer supported with parts or service. Over the past several months all three sites have experienced numerous failures with the chlorine analyzers and turbidimeters leading to well shut downs, callouts and opening up the potential for permit violations. In addition to the shutdowns, the malfunctioning chlorine analyzers have led to increased chlorine dosage which leads to increased chemical cost. Chlorine residual is required to be monitored to maintain compliance with state law and permit requirements while turbidity is monitored to assist in identifying poor water quality and other potential well issues.

As the failed equipment is necessary for the continued operation of the wells it needs to be replaced to prevent additional well shutdowns or regulatory violations due to malfunctions and inaccurate reporting. The replacement equipment is projected to have a useful life of 15 years or more, and will be compatible with projected future upgrades to the wells.

The equipment will be for three all three wells as follows:

Well 3 - Replace existing chlorine analyzer, replace existing turbidimeter.

Well 4 - Replace existing chlorine analyzer, replace existing turbidimeter.

SLT well - Replace existing chlorine analyzer and install new turbidimeter.

There will be minor cost for outside labor for installation and testing of the analyzers which is included in the proposed resolution. The majority of the labor necessary to perform the installations will be by District forces.

In order to fund the necessary replacements the following budget adjustment are requested.

Increase expense object 50-516 by \$17,500

Increase expense object 50-517 by \$17,500

Increase expense object 50-518 by \$17,500

Total equipment cost for this project is projected to be \$52,500 which does not include District or outside labor. In the event that outside labor is necessary, that labor will be paid for from previously approved repair and maintenance or contract labor expense items.

The proposed additional expense will be paid for from water user rate revenue.

FISCAL IMPACT:

Approval of the proposed resolution will result in an increase to the water budget objects 516, 517 and 518 in an amount of \$17,500 each. \$52,500 total budget increase.

No transfers are requested.

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2024-55

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER TO PURCHASE REQUIRED WELL CHLORINE AND TURBIDITY MONITORING
EQUIPMENT AS WELL AS APPROVING A BUDGET ADJUSTMENT FOR THE SAME.**

WHEREAS, the San Miguel Community Services District (“District”) operates the water system within the community including the three potable water wells; and

WHEREAS, the District is required to monitor the water quality of the wells including residual chlorine and turbidity, for which the existing monitoring equipment is failing and must be replaced; and

WHEREAS, the Board understands the importance of maintaining safe potable water for the community and compliance with permit requirements.

NOW THEREFORE, BE IT RESOLVED, the San Miguel Community Services District Board of Directors (“Board”) does hereby resolve, determine, and order as follows:

1. The Board authorizes the General Manager to negotiate and purchase required replacement monitoring equipment in an amount not to exceed \$52,500.
2. The Board authorizes a FY 2024-25 Budget adjustment as follows:
 - Increase to Fund 50 - Expense Object 516 in the amount of \$17,500
 - Increase to Fund 50 - Expense Object 517 in the amount of \$17,500
 - Increase to Fund 50 - Expense Object 518 in the amount of \$17,500

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

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.6

SUBJECT: Contract award to Specialty Construction Inc. for \$389,820.00 for the San Miguel Alley (#6020) Waterline Relocation Project and approve related budget adjustments and transfers by RESOLUTION 2024-49. (approve by 3/5 vote)

SUGGESTED ACTION: Authorize the General Manager to issue a notice of contract award and execute a contract in an amount of \$389,820.00 with Specialty Construction Inc. for the San Miguel Alley (#6020) Waterline relocation project and approve related budget adjustments and transfers by RESOLUTION 2024-49.

DISCUSSION:

A Request for Bids was circulated from August 23rd thru October 4th 2024 for the San Miguel Alley (#6020) Waterline Relocation Project.

At Bid Opening, October 4th 2024 at 10am, two bids were received. Both bids were received in person and on time.

The two bids received were as follows:

1. Specialty Construction Inc; Waterline 1 - \$204,659.00, Waterline 1&2 - \$341,643.00, Waterline 1&2&3 - \$389,820.00
2. RCH Construction; Waterline 1 - \$330,329.08, Waterline 1&2 - \$542,298.63, Waterline 1&2&3 - \$587,523.90

Projected total cost of the construction of this project will include the bid amount as well as, construction phase engineering, management support and the required archeological and Native American monitors. Due to the location of this water main in relation to other existing utilities it is expected that there will be changes to the planned construction which may require change orders.

Approval of the attached resolution will authorize the General Manager to issue a notice of award and to execute a contract with Specialty Construction Inc. for this project. Once all contract documents are reviewed and approved by the District Engineer, General Manager and Legal Counsel a notice to proceed will be issued and the contractor will be scheduled. All contract documents are EJCDC templates which have been previewed and are deemed acceptable by the Federal, State, and County entities which the District receives grant money from.

Project Description:

The Project includes construction of approximately 860 feet of new 8-inch PVC distribution main along San Luis Obispo County Alley #6020 between 10th Street and San Luis Obispo Road in San Miguel, CA. The project is broken into three distinct waterline segments, with Waterline 1, including approximately 510 feet of new 8-inch PVC between 9th and 10th Street, Waterline 2, including 270 feet of new 8-inch PVC between 9th Street and San Luis Obispo Road, and Waterline 3, including 80 feet of new 8-inch PVC along San Luis Obispo Road. The Project includes abandonment of the existing waterlines and tie over service and hydrant laterals to the new waterline.

The initial Engineers Estimated cost for this project was \$400,000 as stated in the bid documents.

Funding:

The District was awarded a \$300,000 grant from Integrated Regional Water Management (IRWM) for the San Miguel Alley (#6020) Waterline Relocation project. Funds for plan development and permitting to this point have been through regularly budgeted funds. The Construction costs in excess of the grant award will be from rate revenue.

In order to adequately account for funds for this project the following adjustments will be made:

Increase revenue account 50-46006 (IRWM Grants) by \$300,000.00

Increase expense object 50-535 (Water Line Repairs) by \$389,820.00

This project is expected to take 100 days to complete, however it may not begin until the Recycled Water Pipeline project is completed as the contracts are proposed to be awarded to the same contractor.

FISCAL IMPACT:

Proposed construction cost will be partially paid with a \$300,000 grant from IRWM. The remaining cost will be paid from Water operating cash. (Water Rate Revenue)

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2024-49

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE GENERAL MANAGER TO ISSUE A NOTICE OF CONTRACT AWARD AND EXECUTE AN AGREEMENT WITH SPECIALTY CONSTRUCTION INC. TO CONSTRUCT SAN MIGUEL ALLEY (#6020) WATERLINE RELOCATION PROJECT.

WHEREAS, the Board of Directors authorized the General Manager to apply with other County agencies in a regional Integrated Regional Water Management (IRWM) Prop 1, Round 2, Grant opportunity for which a waterline replacement project was included and awarded.

WHEREAS, the project includes construction of approximately 860 feet of new 8-inch PVC distribution main along San Luis Obispo County Alley #6020 between 10th Street and San Luis Obispo Road in San Miguel, CA (“Project”); and

WHEREAS, on August 23rd 2024, the Board of Directors authorized the General Manager to advertise the Project for bids: and

WHEREAS, on October 4th 2024, two (2) bids were received with the lowest qualified bidder being Specialty Construction Inc. with a total bid of Three Hundred Eighty-Nine Thousand Eight Hundred Twenty Dollars (\$389,820.00): and

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

NOW, THEREFORE, BE IT RESOLVED, the Board does, hereby, authorize the General Manager to issue a Notice of Contract Award to Specialty Construction Inc. (Contractor) and to execute the Agreement for Construction of the San Miguel Alley (#6020) Waterline Relocation Project, subject to receipt of approved contract, bonds, insurance certificate and other required contract documents from the Contractor.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Board does, hereby, authorize budget adjustments to the water fund as follows for this project:

- Revenue Increase to 50-46006 by \$300,000
- Expenditure Increase to 50-535 by \$389,820.00

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

AYES:

NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

Tamara Parent, Board Clerk

APPROVED AS TO FORM:

Douglas L. White, District General Counsel



RE: San Miguel Alley (#6020) Waterline Relocation Bid Review

October 9, 2024

**San Miguel
Community Services
District**
Kelly Dodds
General Manager

Dear Kelly Dodds,

This letter recommends awarding construction of the San Miguel Alley (#6020) Waterline Relocation project to Specialty Construction, Inc. (SCI). The project was advertised for bids on August 22, 2024 and a mandatory pre-bid meeting was held on September 11, 2024. On October 04, 2024, the San Miguel Community Services District received and publicly opened bids from two bidders, summarized below.

Summary of Bids Received

BIDDER	BASE BID	BASE BID + ADDITIVE BID ITEM A	BASE BID + ADDITIVE BID ITEMS A & B
Specialty Construction, Inc.	\$204,659.00	\$341,643.00	\$389,820.00
RCH Construction	\$330,329.08	\$542,298.63	\$587,523.90

SCI was the apparent low bidder. For comparison of bids, the bidding documents disclosed that the funding amount for this Work is \$400,000, and additive bid items will be accepted until doing so would exceed the \$400,000 budget. The contractor providing the most work with the most alternate bid items for the lowest cost under the stated funding amount (\$400,000) for this Work is the apparent low bidder, in compliance with California Public Contract Code Section 20103.8(c).

WSC has reviewed both bids for compliance with the bidding instructions and overall bidding requirements. The table on the next page summarizes the bid analysis and results.

Bidder’s Responsibility

WSC received and reviewed the bidder’s project references and experience in accordance with the bidding requirements. WSC finds SCI has project experience similar to this Work and meet the experience qualifications defined in the Contract Documents. RCH Construction has project experience similar to this Work, but only has three years of experience with similar projects and does not meet the minimum five years of experience in similar work.

Bidder’s Responsiveness

WSC found SCI was responsive to the bid requirements as indicated in the table below.

However, WSC found irregularities in RCH Construction’s bid that we believe warrants the bid non-responsive, listed below:

- On the bid form, there were multiple math errors, including:
 - In the Base Bid, bid item 13 has a quantity of zero, but includes a bid price that is incorporated into the total cost.
 - In the Base Bid, there is a math error for bid item 15. The unit price times the quantity is not equal to the bid price for the line item, and the bid price is \$2,746.50 higher than if the unit price and quantity were used. The higher price is carried into the total cost.
 - In the Base Bid, bid items 16 and 17 both have the unit bid price listed as the total bid price.
- RCH Construction did not provide the signed addenda with their bid packet.

Summary of Bidders Analysis and Results

BID ITEMS	BIDDER	
	SCI	RCH Construction
Proposal Form (signed)	✓	X (Math errors in bid)
Bidder’s Bond	✓	✓
Addenda Receipt	✓	X (Missing)
Experience Qualifications	✓	X (Does not meet minimum experience requirements)
Contractor’s Licensing Statement	✓	✓
List of Subcontractors	✓ (None)	✓ (None)
List of Material / Equipment Suppliers	✓	✓
Bid Deemed Responsive	Yes	No

Conclusion

WSC finds the bid of SCI both responsible and responsive based upon the explanations noted above. Based on our analysis, we believe that they have the requisite qualifications, experience, and financial capability to successfully complete the project. We recommend awarding the construction of all three segments of the San Miguel Alley (#6020) Waterline Relocation to Specialty Construction, Inc. in the amount of \$389,820.

Sincerely,
Water Systems Consulting, Inc.



Heather Freed, PE
Project Manager

Water Systems Consulting, PO Box 4255, San Luis Obispo, CA 93403
 Phone: (805) 457-8833 1 Fax: (805) 888-2764 1 www.expectWSC.com

NOTICE OF AWARD

Date of Issuance: 10/24/2024
Owner: San Miguel Community Services District Owner’s Project
Engineer: Water Systems Consulting, Inc. Engineer’s Project
Project: San Miguel Alley (#6020) Waterline Relocation
Contract Name: San Miguel Alley (#6020) Waterline Relocation
Bidder: Specialty Construction, Inc.
Bidder’s Address: 645 Clarion Court, San Luis Obispo, CA 93401

You are notified that Owner has accepted your Bid dated October 04, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of approximately 860 feet of new 8-inch PVC distribution main along San Luis Obispo County Alley #6020 between 10th Street and San Luis Obispo Road in San Miguel, CA. The Project includes abandonment of the existing waterlines and tie over service and hydrant laterals to the new waterline.

The Contract Price of the awarded Contract is \$389,820. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: San Miguel Community Services District
By (signature): _____
Name (printed): Kelly Dodds
Title: General Manager

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between San Miguel Community Services District (“Owner”) and Specialty Construction, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 860 feet of new 8-inch PVC distribution main along San Luis Obispo County Alley #6020 between 10th Street and San Luis Obispo Road in San Miguel, CA. The Project includes abandonment of the existing waterlines and tie over service and hydrant laterals to the new waterline.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Project will replace two existing water mains located in the alley with a new 8-inch watermain. When completed, the flow and pressure conditions will be significantly improved for approximately 20 existing residential properties and enhanced along this corridor.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Water System’s Consulting, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Not Used

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 100 calendar days after the date when a Notice to Proceed is issued by the Owner and when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 130 days after the date when the Contract Times commence to run.

4.04 Not Used

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Waterline 1					
1	Mobilization and General Conditions	LS	1	\$14,500	\$14,500
2	Bonds, permitting, and insurance	LS	1	\$609	\$609
3	Surveying	LS	1	\$4,510	\$4,510
4	Site Clearing	LS	1	\$2,620	\$2,620
5	Traffic Control	LS	1	\$4,250	\$4,250
6	Sheeting, Shoring, and Bracing	LS	1	\$1,450	\$1,450
7	Utility Protection	LS	1	\$8,950	\$8,950

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
8	8-inch C900 Polyvinyl Chloride (PVC) Water Transmission Main	LF	509	\$129	\$65,661
9	8-inch Gate Valves	EA	3	\$3,750	\$11,250
10	Fire Hydrant Reconnection	EA	2	\$6,900	\$13,800
11	New Water Service Tie-In	EA	8	\$2,750	\$22,000
12	Tie-Ins	EA	1	\$8,700	\$8,700
13	2-Inch Combination Air Vacuum Release Valve	EA	0	\$0	\$0
14	Sample Station	EA	1	\$6,750	\$6,750
15	Pavement Repairs – Hot Mix Asphalt	Tons	30	\$800	\$24,000
16	Pavement Repairs – Class 2 Aggregate Base	CY	11	\$225	\$2,475
17	Concrete Flatwork	SF	147	\$72	\$10,584
18	Pipeline Testing and Disinfection	LS	1	\$2,550	\$2,550
Waterline 2					
1	Mobilization and General Conditions	LS	1	\$2,315	\$2,315
2	Bonds, permitting, and insurance	LS	1	\$0	\$0
3	Surveying	LS	1	\$2,350	\$2,350
4	Site Clearing	LS	1	\$981	\$981
5	Traffic Control	LS	1	\$465	\$465
6	Sheeting, Shoring, and Bracing	LS	1	\$483	\$483
7	Utility Protection	LS	1	\$8,950	\$8,950
8	8-inch C900 Polyvinyl Chloride (PVC) Water Transmission Main	LF	270	\$140	\$37,800
9	8-inch Gate Valves	EA	3	\$3,750	\$11,250
10	Fire Hydrant Reconnection	EA	0	\$0	\$0
11	New Water Service Tie-In	EA	9	\$2,850	\$25,650
12	Tie-Ins	EA	1	\$3,000	\$3,000
13	2-Inch Combination Air Vacuum Release Valve	EA	1	\$6,750	\$6,750
14	Sample Station	EA	1	\$6,750	\$6,750
15	Pavement Repairs – Hot Mix Asphalt	Tons	35	\$709	\$24,815
16	Pavement Repairs – Class 2 Aggregate Base	CY	15	\$225	\$3,375

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
17	Concrete Flatwork	SF	0	\$0	\$0
18	Pipeline Testing and Disinfection	LS	1	\$2,050	\$2,050
Waterline 3					
1	Mobilization and General Conditions	LS	1	\$1,700	\$1,700
2	Bonds, permitting, and insurance	LS	1	\$122	\$122
3	Surveying	LS	1	\$2,450	\$2,450
4	Site Clearing	LS	1	\$610	\$610
5	Traffic Control	LS	1	\$486	\$486
6	Sheeting, Shoring, and Bracing	LS	1	\$291	\$291
7	Utility Protection	LS	1	\$6,350	\$6,350
8	8-inch C900 Polyvinyl Chloride (PVC) Water Transmission Main	LF	81	\$188	\$15,228
9	8-inch Gate Valves	EA	0	\$0	\$0
10	Fire Hydrant Reconnection	EA	1	\$7,900	\$7,900
11	New Water Service Tie-In	EA	1	\$4,000	\$4,000
12	Tie-Ins	EA	1	\$2,515	\$2,515
13	2-Inch Combination Air Vacuum Release Valve	EA	0	\$0	\$0
14	Sample Station	EA	0	\$0	\$0
15	Pavement Repairs – Hot Mix Asphalt	Tons	4	\$1,225	\$4,900
16	Pavement Repairs – Class 2 Aggregate Base	CY	1	\$375	\$375
17	Concrete Flatwork	SF	0	\$0	\$0
18	Pipeline Testing and Disinfection	LS	1	\$1,250	\$1,250
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$389,820

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$389,820.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15-days after a progress payment is approved by the Owners Board of Directors for payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted by the 7th of each month and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Technical Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: San Miguel Alley (#6020) Waterline Relocation.
 8. Addenda (numbers 1 to 2, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Submitted bid dated October 04, 2024
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. In the event of a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall prevail.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

San Miguel Community Service District

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Kelly Dodds

(typed or printed)

Title:

General Manager

(typed or printed)

Attest:

(individual's signature)

Title:

Board Clerk

(typed or printed)

Address for giving notices:

1765 Bonita Place San Miguel CA 93451

Designated Representative:

Name: Kelly Dodds

(typed or printed)

Title:

General Manager

(typed or printed)

Address:

1765 Bonita Place San Miguel CA 93451

Phone:

805-467-3388

Email:

Kelly.dodds@sanmiguelcsd.org

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.7

SUBJECT: San Miguel Alley (#6020) Waterline relocation project environmental compliance monitoring and project management and related budget adjustment by RESOLUTION 2024-50.
(approve by 3/5 vote)

SUGGESTED ACTION: Authorize the General Manager to negotiate and execute contracts for Project Management and Environmental Compliance Monitoring in an amount of \$65,000 for the San Miguel Alley (#6020) Waterline relocation project and approve related budget adjustment by RESOLUTION 2024-50.

DISCUSSION:

The San Miguel Alley (#6020) Waterline Relocation project was circulated for bids on August 23rd and had a bid opening on October 4th 2024. At the Bid opening two bids were received, of which the Board was provided a recommendation of award under a separate Board action item.

Due to the location and scope of this project, Environmental Compliance Monitoring is required. An Archaeologist, Biologist and Native American Monitor are required to be contracted for preconstruction training, field monitoring and, in the event any artifacts are found, proper handling and treatment of those artifacts.

Additionally, in order to ensure compliance with the grant and maintain contractor compliance for this project, a project manager should be retained. Although, it is possible for the District to perform the project management, this would take a significant amount of time of which District staff does not currently have. Although District Staff will be performing some management and inspection tasks related to this project, staff does not have the time necessary to commit to the entirety of the project management role.

The environmental compliance and project management contracts will be on a time and material basis, so the cost can be minimized as much as possible.

The Resolution attached to this report is to authorize the General Manager to negotiate and contract for environmental compliance and project management in relation to this project. Environmental Compliance is expected to be less than \$4,000 for the entirety of the project, project management is much more time intensive and is expected to be between \$40,000 and \$60,384. The project management scope is divided into three basic sections with field inspection services being over 50% of the proposed cost. It is likely that the field inspection hours will be able to be reduced once actual construction begins but this is not guaranteed.

Resolution 2024-49 (separate Board approval) approved a contract with SCI for \$389,820 for the construction of this project.

If the attached resolution is approved the total project cost for construction, environmental compliance and project management would be approximately \$454,820.

The grant award for this project is for \$300,000. The balance, \$154,820 would be paid through water user fees.

The attached resolution will also approve the necessary budget adjustment as follows:

- Increase expense object 50-535 (Water Line Repairs) by \$65,000
- Increases approved by this resolution are in addition to any budget adjustments made by prior resolutions.

FISCAL IMPACT:

Proposed construction cost will be partially paid with a \$300,000 grant from IRWM. The remaining cost will be paid from Water operating cash. (Water Rate Revenue)

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2024-50

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS FOR PROJECT MANAGEMENT AND ENVIROMENTAL COMPLIANCE SERVICES RELATED TO THE SAN MIGUEL ALLEY (#6020) WATERLINE RELOCATION PROJECT.

WHEREAS, the Board of Directors authorized the General Manager to apply with other County agencies in a regional Integrated Regional Water Management (IRWM) Prop 1, Round 2, Grant opportunity for which a waterline replacement project was included and awarded.

WHEREAS, the project includes construction of approximately 860 feet of new 8-inch PVC distribution main along San Luis Obispo County Alley #6020 between 10th Street and San Luis Obispo Road in San Miguel, CA (“Project”); and

WHEREAS, the Board of Directors, under separate resolution, approved a contract for the construction of the project; and

WHEREAS, it is necessary for the District to separately contract for environmental compliance monitoring and project management services to fulfill the requirements of this grant and construction project; and

NOW, THEREFORE, BE IT RESOLVED, the Board does, hereby, authorize the General Manager to negotiate and execute contracts for environmental compliance monitoring and project management services as well as authorize budget adjustments to the water fund as follows for this project:

- Expenditure Increase to 50-535 by \$65,000

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

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

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel



Proposal for Alley Waterline Replacement Project CM&I

October 14, 2024

San Miguel CSD

Kelly Dodds
General Manager
PO BOX 180
San Miguel, CA 93451

Water Systems Consulting, Inc.

805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401
P: (805) 457-8833

Joshua Reynolds

P: (805) 215-0764
E: jreynolds@wsc-inc.com

Dear Mr. Kelly Dodds,

We are pleased to provide this proposal to San Miguel Community Services District (District) to provide contract administration and inspection services for the Alley Waterline project. This project is needed to replace aging and undersized watermains and improve distribution system pressure and fire flow.

We have prepared the attached scope of work and fee estimate for this work, which includes engineering services during construction, construction administration, and field inspection. The scope assumes full-time inspection during pipeline construction. All services will be billed on a time-and-materials basis. There may be potential cost-saving opportunities with our team providing inspection services for this project and the Recycled Water Pipeline. However, the savings will depend on the contractor's schedule and how the two programs will be pursued.

We welcome the opportunity to discuss our proposal with you in more detail, and to answer any questions you may have. Feel free to contact Josh at (805) 457-8833 ext. 107. You can also email at jreynolds@wsc-inc.com.

Thank you again for this opportunity, we look forward to your response.

Sincerely,

Water Systems Consulting, Inc.

**Joshua Reynolds, PE,
Vice President/Project Manager**

Scope of Work

Task 0 Project Management

0.1 Project Administration

- Prepare monthly invoices with detailed hours expended by task.
- Manage subconsultants and subconsultant invoicing process.
- Provide comprehensive QA/QC of deliverables.

0.2 Preconstruction Services

- Lead Preconstruction Conference including schedule coordination and agenda preparation.
- Prepare and distribute meeting minutes.

0.3 Monthly Project Reports

- Prepare and distribute a monthly progress report, which will include a schedule summary; budget status; key issues, risks, and recommendations; safety summary; and representative photographs of work accomplished during the reporting period.

0.4 Final Project Report

- Compile the Monthly Project Reports into a Final Project Report documenting project completion, final payment, change orders and reasons, final contract price, key issues and design revisions, and photographs.

Deliverables:

- (1) Monthly invoice.
- (2) Preconstruction Conference agenda and minutes.
- (3) Monthly progress reports.
- (4) Final project report.

Assumptions:

- (1) Preconstruction phase duration of two (2) weeks.
- (2) Construction phase duration of four (4) weeks.
- (3) Review of up to two (2) contractor progress payment requests.
- (4) Preconstruction Conference duration of one (1) hour.

Task 1 Contract Administration

1.1 Progress Payment Reviews

- Review contractor's monthly progress payment requests. Verify work completed in the field is consistent with the quantities requested for payment. Compile recommendations for contractor payment.

1.2 Construction Schedule Reviews

- Review contractor's baseline schedule submittal and provide written review comments.
- Review contractor's monthly baseline schedule updates for conformance with schedule specifications and provide written review comments.
- Coordinate with San Miguel CSD to discuss concerns with progress of work and contractor schedule submittals.

1.3 Construction Progress Meetings

- Lead weekly progress meetings including preparation and distribution of agendas and logs (submittals, RFIs, potential change orders) after each meeting.

1.4 RFI / Submittal Management

- Receive, log, and review contractor RFIs and submittals for completeness and conformance with requirements detailed in contract documents.
- Respond to RFIs with detailed comments and instructions as needed.
- Respond to contractor submittals with appropriate action instructions.
- Generate RFI and submittal logs for use in bi-weekly construction meetings.

1.5 Change Management

- Receive and file change order requests from contractor. Review each change order request for entitlement and recommend approval or rejection to San Miguel CSD.
- When entitlement is acknowledged, evaluate the contractor's change order requests for reasonableness and accuracy of quantities, rates and unit prices, and schedule impacts.
- Incorporate change order requests into contract change orders.
- For owner-initiated changes, prepare potential change orders (PCOs) describing the scope of the change with supporting documentation and a request for contractor pricing.

1.6 Construction As-Built (Redline) Reviews

- Review contractor as-built drawings documenting field changes, as-built conditions, and approved changes on a monthly basis.
- At completion of construction, WSC will complete one (1) review of contractor's as-built drawings to verify the drawings reflect actual project conditions. WSC will prepare record drawings based on redlines.

1.7 Project Close-Out

- Receive final deliverables from the contractors.
- Review applicable reports, lien releases, documents, warranties, certificates, and other releases for completion.
- Coordinate one (1) site walk with San Miguel CSD to facilitate preparation of project punch list.
- Coordinate with contractor to address punch list items.
- Coordinate project close-out negotiations with San Miguel CSD and contractor. Provide recommendations addressing payment, lien releases, and final change orders.
- Perform a warranty walk with San Miguel CSD prior to the completion of the one-year warranty period.

Deliverables:

- (1) Weekly construction meeting agenda, logs (submittals, RFIs, action items, potential change orders), and minutes.
- (1) RFI responses
- (2) Submittal comments and responses.
- (3) PCOs.

Assumptions:

- (1) Weekly construction meeting duration of thirty (30) minutes.
- (2) Review of up to two (2) contractor progress payment requests.
- (3) Review and provide responses on up to four (4) RFIs.
- (4) Review and provide written comments on up to twelve (12) contractor submittals.
- (5) Review contractor pricing and time impact analyses for up to two (2) change order requests and provide recommendations.

Task 2 Field Inspection Services

2.1 Inspection Services

- Provide construction observation of the work to determine conformance with the contract documents.
- Develop a photographic record of the work and work progress.
- Notify the contractor of unsatisfactory test results and observed non-conforming work and follow-up regarding corrective work and retesting.
- Issue non-compliance notices and follow up on corrective action reports. Track unsatisfactory work items until resolved.
- Prepare daily construction reports that describe the work performed, staffing, construction equipment used, major equipment deliveries, weather, delays and other

events. In the event of a time and materials (T&M) change order, the reports will identify work performed on a T&M basis and the resources employed in that work. Reports will include digital photographs as appropriate to document conditions and events at the site.

2.2 Materials Testing

- Provide compaction testing services, as required by the contract documents, with up to 8 site visits and/or 16 compaction tests.
- Coordinate with contractor to schedule materials testing services.
- Collect and compile testing results and inform contractor, in a timely fashion, of any failed tests. Work to resolve failing test and help contractors to revise construction procedures to meet requirements.

Deliverables:

- (1) Daily inspection reports.
- (2) Non-compliance notices.
- (3) Digital photographs.
- (4) Materials testing reports.
- (5) Punch list.

Assumptions:

- (1) WSC will review the contractor's Health and Safety Plan for information only. Site safety is the sole responsibility of the contractor and WSC will not provide formal approval of the contractor's Health and Safety Plan.
- (2) Inspection services to be provided full-time at eight (8) hours per day, assumed to have a four (4) week duration.
- (3) Compaction testing to be performed at every 200LF (linear foot) interval at bottom of trench and subgrade fill. Maximum of 16 tests and/or 8 site visits.
- (4) In the event of a failed result, all compaction re-testing shall be the responsibility of the contractor.



Task No. Task Description	WSC							GeoSolution	ALL FIRMS
	Principal in Charge	Project Engineer	Construction Manager	Project Administrator	Drafter	WSC Labor Hours	WSC Fee	Labor Fee	Total Fee
	Joshua Reynolds	Heather Freed	Blake Coffey	Kay Merrill	Paul D'Santi				
<i>Billing rates, \$/hr</i>	\$399	\$257	\$200	\$179	\$200				
0 Project Management									
0.1 Project Administration	1	1		4		6	\$ 1,372		\$ 1,372
0.2 Preconstruction Services	1	1	4			6	\$ 1,456		\$ 1,456
0.3 Monthly Project Reports			12			12	\$ 2,400		\$ 2,400
0.4 Final Project Report	1	1	4			6	\$ 1,456		\$ 1,456
SUBTOTAL	3	3	20	4	0	30	\$ 6,684	\$ -	\$ 6,684
1 Contract Administration									
1.1 Progress Payment Reviews			2			2	\$ 400		\$ 400
1.2 Construction Schedule Reviews			4			4	\$ 800		\$ 800
1.3 Construction Progress Meetings		6	12			18	\$ 3,942		\$ 3,942
1.4 RFI / Submittal Management	2	16	8			26	\$ 6,510		\$ 6,510
1.5 Change Management	2	4	4			10	\$ 2,626		\$ 2,626
1.6 As-Built (Redline) Reviews		4	2		8	14	\$ 3,028		\$ 3,028
1.7 Project Closeout	1	1				2	\$ 656		\$ 656
SUBTOTAL	5	31	32	0	8	76	\$ 17,962	\$ -	\$ 17,962
2 Field Inspection Services									
2.1 Inspection Services			160			160	\$ 32,000		\$ 32,000
2.2 Materials Testing						0	\$ -	\$ 3,738	\$ 3,738
SUBTOTAL	0	0	160	0	0	160	\$ 32,000	\$ 3,738	\$ 35,738
COLUMN TOTALS	8	34	212	4	8	266	\$ 56,646	\$ 3,738	\$ 60,384

10% mark-up on direct expenses; 15% mark-up for sub-contracted services
 Standard mileage rate \$0.67 per mile (or current Federal Mileage Reimbursement Rate)
 Rates are subject to revision as of January 1 each year.

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.8

SUBJECT: Contract award to Specialty Construction Inc. for \$1,226,965.00 for the San Miguel Recycled Water Pipeline Project and approve related budget adjustments by RESOLUTION 2024-51. (approve by 3/5 vote)

SUGGESTED ACTION: Authorize the General Manager to issue a notice of contract award and execute a contract in an amount of \$1,226,965 with Specialty Construction Inc for the San Miguel Recycled Water Pipeline Project and approve related budget adjustments and transfers by RESOLUTION 2024-51.

DISCUSSION:

A Request for Bids was circulated from August 23rd thru October 4th 2024 for the San Miguel Recycled Water Pipeline Project.

At Bid Opening, October 4th 2024 at 10am, four bids were received. All bids were received in person and on time, all bids contained all required information per the bid documentation and requirement.

The bids received were as follows:

- | | |
|---|-------------|
| 1. Specialty Construction Inc; | \$1,226,965 |
| 2. Hartzell General Engineering Contractor Inc; | \$1,327,620 |
| 3. R Baker Inc; | \$1,344,570 |
| 4. Whitaker Construction Group Inc; | \$1,518,245 |

Projected total cost of the construction of this project will include the bid amount as well as construction phase engineering support and the required archeological and Native American monitors.

Approval of the attached resolution will authorize the General Manager to issue a notice of award and to execute a contract with Specialty Construction Inc for this project. Once all contract documents are reviewed and approved by the District Engineer, General Manager, and Legal Counsel a notice to proceed will be issued and the contractor will be scheduled. All contract documents are EJCDC templates which have been previewed and are deemed acceptable by the Federal, State, and County entities which the District receives grant money from.

Project Description:

This project consists of construction of approximately 2,530 feet of new 8-inch pipeline from the Machado Wastewater Treatment Facility to E&J Gallo vineyards on the west side of Highway 101. The pipeline will begin at the treatment facility and continue north along District-owned property, route west crossing Union Pacific Railroad tracks and Mission Street, continue west along 20th Street and through a private property easement and cross beneath Highway 101 to terminate near the property boundary of E&J Gallo and Vino Farms. The crossings at the Union Pacific Railroad and Highway 101 will be completed using jack-and-bore methods.

The initial Engineers Estimated cost for this project was \$1,400,000 as stated in the bid documents.

Funding:

The District was awarded a \$1,000,000 grant from State Groundwater Management Act (SGMA) for the San Miguel Recycled Water Pipeline project. Funds for plan development and permitting to this point have been through regularly budgeted funds. The Construction costs in excess of the grant award will be from capital reserves, when user fees are established they will reimburse the wastewater capital reserves for overages related to the .

To date planning, permitting, other previously approved work has encumbered \$280,580 thru October 2024. These costs have, thus far, been reimbursed by the County from the initial grant funds.

In order to adequately account for funds for this project the following adjustments will be made:

Increase expense object 40-955 by \$507,545

This project is expected to take 110 days to complete which must be completed by April 30 2025.

Related Passed Resolutions:

2022-67 Design and Engineering Contract with WSC

2022-70 Agreement with County of SLO for acceptance of SGMA grant

FISCAL IMPACT:

Proposed construction cost will be partially paid with a \$1,000,000 grant from SGMA. The remaining cost will be initially paid from Wastewater Capital Reserve. Pipeline costs in excess of the grant amount will be repaid through user fees once recycled water sales start.

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2024-51

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE GENERAL MANAGER TO ISSUE A NOTICE OF CONTRACT AWARD AND EXECUTE AN AGREEMENT WITH SPECIALTY CONSTRUCTION INC. TO CONSTRUCT SAN MIGUEL RECYCLED WATER PIPELINE PROJECT.

WHEREAS, the Board of Directors authorized the General Manager to apply for a regional SGMA grant through the County of San Luis Obispo and was awarded \$1,000,00 for a recycled water pipeline project from the Machado Wastewater Treatment Facility to vineyards located west of HWY 101 (Project); and

WHEREAS, the Board approved a contract for the Design and Engineering of the Project through resolution 2022-67; and

WHEREAS, on August 23rd 2024, the Board of Directors authorized the General Manager to advertise the Project for bids; and

WHEREAS, on October 4th 2024, four (4) bids were received with the lowest qualified bidder being Specialty Construction Inc. with a total bid of One Million Two Hundred Twenty-Six Thousand Nine Hundred Sixty-Five Dollars (\$1,226,965); and

WHEREAS, the District Engineer has reviewed and tabulated the bids and determined that Specialty Construction Inc. has met the requirements of the bidding documents and is qualified to perform the required work.

NOW, THEREFORE, BE IT RESOLVED, the Board does, hereby, authorize the General Manager to issue a Notice of Contract Award to Specialty Construction Inc. (Contractor) and to execute the Agreement for Construction of the San Miguel Recycled Water Pipeline Project, subject to receipt of approved contract, bonds, insurance certificate and other required contract documents from the Contractor.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Board does, hereby, authorize budget adjustments to the water fund as follows for this project:

- Expenditure Increase to 40-955 by \$507,545.00

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

AYES:

NOES:

ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel



RE: Recycled Water Pipeline Bid Review

October 9, 2024

**San Miguel
Community Services
District**
Kelly Dodds
General Manager

Dear Kelly Dodds,

This letter recommends awarding construction of the Recycled Water Pipeline to Specialty Construction, Inc. (SCI). The project was advertised for bids on August 22, 2024 and a mandatory pre-bid meeting was held on September 11, 2024. On October 04, 2024, the San Miguel Community Services District received and publicly opened bids from the four bidders summarized below.

Summary of Bids Received	
BIDDER	BID TOTAL
Specialty Construction, Inc.	\$ 1,226,965
Hartzell General Engineering Contractor, Inc	\$ 1,327,620
R Baker Inc.	\$ 1,344,570
Whitaker Construction Group, Inc.	\$ 1,518,245

SCI was the apparent low bidder. The Engineer's Estimate and budget for the construction of this Project was \$1,400,000, and the bids received ranged from \$1,226,965 to \$1,518,245.

WSC has reviewed the three lowest bids from SCI, Hartzell General Engineering Contractor, Inc (Hartzell), and R Baker Inc. (R Baker) for compliance with the bidding instructions and overall bidding requirements. The table on the next page summarizes the bid analysis and results.

Bidder's Responsibility

WSC received and reviewed the bidder's project references and experience in accordance with the bidding requirements. WSC finds all bidders have project experience similar to this Work and meet the experience qualifications defined in the Contract Documents.

Bidder's Responsiveness

WSC found that all bidders were responsive to the bid requirements as indicated in the table below. However, WSC found one minor irregularity that we do not believe warrant disqualification, listed below:

- SCI provided the required list of materials/ equipment suppliers, but left the form blank. Only major products or equipment whose costs exceeds 15% of the total bid price (\$184,044 for SCI's bid price) would need to be listed.

Summary of Three Lowest Bidders Analysis and Results

BID ITEMS	BIDDER		
	SCI	Hartzell	R Baker
Proposal Form (signed)	✓	✓	✓
Bidder's Bond	✓	✓	✓
Addenda Receipt	✓	✓	✓
Experience Qualifications	✓	✓	✓
Contractor's Licensing Statement	✓	✓	✓
List of Subcontractors	All State Boring	All State Boring	All State Boring
	Ventura Directional Drilling		Ventura Directional Drilling
	Toste Grading & Paving		Tartaglia Engineering
List of Material / Equipment Suppliers	✓ (blank)	✓	✓
Bid Deemed Responsive	✓	✓	✓
Base Bid	\$ 1,226,965	\$ 1,327,620	\$ 1,344,570

Conclusion

WSC finds the bid of SCI both responsible and responsive based upon the explanations noted above. Based on our analysis, we believe that they have the requisite qualifications, experience, and financial capability to successfully complete the project. We recommend waiving the minor irregularities that might be present and awarding the construction of the Recycled Water Pipeline to Specialty Construction Inc. in the amount of \$1,226,965.

Sincerely,
Water Systems Consulting, Inc.



Heather Freed, PE
Project Manager

NOTICE OF AWARD

Date of Issuance: 10/24/2024
Owner: San Miguel Community Services District Owner’s Project
Engineer: Water Systems Consulting, Inc. Engineer’s Project
Project: Recycled Water Pipeline
Contract Name: Recycled Water Pipeline
Bidder: Specialty Construction, Inc.
Bidder’s Address: 645 Clarion Court, San Luis Obispo, CA 93401

You are notified that Owner has accepted your Bid dated October 04, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of approximately 2,530 feet of new 8-inch pipeline from the Machado Wastewater Treatment Facility to E&J Gallo vineyards on the west side of Highway 101. The pipeline will begin at the treatment facility and continue north along District-owned property, route west crossing Union Pacific Railroad tracks and Mission Street, continue west along 20th Street and through a private property easement and cross beneath Highway 101 to terminate near the property boundary of E&J Gallo and Vino Farms. The crossings at the Union Pacific Railroad and Highway 101 will be completed using jack-and-bore methods.

The Contract Price of the awarded Contract is \$1,226,965. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: San Miguel Community Services District
By (signature): _____
Name (printed): Kelly Dodds
Title: General Manager
Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between San Miguel Community Services District (“Owner”) and Specialty Construction, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 2,530 feet of new 8-inch pipeline from the Machado Wastewater Treatment Facility to E&J Gallo vineyards on the west side of Highway 101. The pipeline will begin at the treatment facility and continue north along District-owned property, route west crossing Union Pacific Railroad tracks and Mission Street, continue west along 20th Street and through a private property easement and cross beneath Highway 101 to terminate near the property boundary of E&J Gallo and Vino Farms. The crossings at the Union Pacific Railroad and Highway 101 will be completed using jack-and-bore methods.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The San Miguel Community Service’s District Recycled Water Project will deliver between 200 to 450 acre-feet per year of recycled water from the Machado Wastewater Treatment Facility to various vineyards to be used for agricultural irrigation. The pipeline to be constructed in the Work under the Contract Documents will be connected in the future to the discharge pipeline of the future recycled water pump station.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Water Systems Consulting, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Not Used

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within 110 calendar days after the date a Notice to Proceed is issued by the Owner and when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 140 days after the date when the Contract Times commence to run.

4.04 Not Used

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	General requirements. Includes mobilization, demobilization, construction survey, erosion & sediment control.	LS	1	\$47,200	\$47,200

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2	Sheeting, shoring, and bracing	LS	1	\$39,300	\$39,300
3	Traffic Control	LS	1	\$47,200	\$47,200
4	Protection of Utilities	LS	1	\$15,400	\$15,400
5	8-Inch C900 PVC Recycled Water Piping for STA 10+00 to 10+55, STA 12+88 to 18+30, and STA 25+91 to 35+30.	LF	1,533	\$78	\$119,574
6	Trenchless Crossing of Caltrans Highway 101, Complete	LS	1	\$396,000	\$396,000
7	Trenchless Crossing of Union Pacific Railroad, Complete	LS	1	\$392,000	\$392,000
8	6-Inch Service Installation	EA	1	\$33,200	\$33,200
9	2-inch Service Installation	EA	1	\$6,900	\$6,900
10	8-inch Gate Valve	EA	8	\$2,985	\$23,880
11	2-inch Combination Air-Vacuum Release Valves	EA	2	\$8,200	\$16,400
12	2-inch Blow-off Assembly	EA	3	\$4,100	\$12,300
13	Temporary Pipeline Termination at WWTP	LS	1	\$4,500	\$4,500
14	Area Restoration	LS	1	\$9,100	\$9,100
15	Testing and Disinfection	LS	1	\$13,330	\$13,330
20	8-Inch Recycled Water Piping from STA 18+30 to STA 23+30	LF	500	\$75	\$37,500
21	Pavement Repair - Hot Mix Asphalt	TON	7	\$858	\$6,006
22	Pavement Repair - 2-inch Grind & Overlay	SY	155	\$40	\$6,200
23	Pavement Repair - Class 2 Aggregate Base	CY	3	\$325	\$975
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$1,226,965

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$1,226,965.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about 15-days after a progress payment is approved by the Owners Board of Directors for payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted by the 7th of each month and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Technical Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Recycled Water Pipeline.
7. Addenda (numbers 1 to 3, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Submitted bid dated October 04, 2024
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. In the event of a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall prevail.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

San Miguel Community Services District

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Kelly Dodds

(typed or printed)

Title:

General Manager

(typed or printed)

Attest:

(individual's signature)

Title:

Board Clerk

(typed or printed)

Address for giving notices:

1765 Bonita Place San Miguel CA 93451

Designated Representative:

Name: Kelly Dodds

(typed or printed)

Title:

General Manager

(typed or printed)

Address:

1765 Bonita Place San Miguel CA 93451

Phone:

805-467-3388

Email:

Kelly.dodds@sanmiguelcsd.org

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.9

SUBJECT: Recycled Water Pipeline Project, project management and environmental compliance monitoring and related budget adjustments by RESOLUTION 2024-52. (approve by 3/5 Vote)

SUGGESTED ACTION: Authorize the General Manager to negotiate and execute contracts for Project Management and Environmental Compliance Monitoring in an amount of \$187,309 for the Recycled water Pipeline project and approve related budget adjustments by RESOLUTION 2024-52.

DISCUSSION:

The San Miguel Recycled Water Pipeline project was circulated for bids on August 23rd and had a bid opening on October 4th 2024. At the Bid opening four bids were received, of which the Board was provided a recommendation of award under a separate Board action item.

Due to the location and scope of this project, Environmental Compliance Monitoring is required. An Archaeologist, Biologist and Native American Monitor are required to be contracted for preconstruction training, field monitoring and, in the event any artifacts are found, proper handling and treatment of those artifacts.

Additionally, in order to ensure compliance with the grant and maintain contractor compliance for this project, a project manager should be retained. Although, it is possible for the District to perform the project management, this would take a significant amount of time of which District staff does not currently have. Although District Staff will be performing some management and inspection tasks related to this project, staff does not have the time necessary to commit to the entirety of the project management role.

The environmental compliance and project management contracts will be on a time and material basis, so the cost can be minimized as much as possible.

The Resolution attached to this report is to authorize the General Manager to negotiate and contract for environmental compliance and project management in relation to this project. Environmental Compliance is expected to be between \$13,710 and \$71,595 for the entirety of the project, project management is even more time intensive and is expected to be between \$70,000 and \$115,714. The project management scope is divided into three basic sections with field inspection services being nearly 60% of the proposed cost. It is likely that the field inspection hours will be able to be reduced once actual construction begins but this is not guaranteed.

Resolution 2024-51 (separate Board approval) approved a contract with SCI for \$1,226,965 for the construction of this project.

If the attached resolution is approved the total project cost for prior design, pending construction, environmental compliance and project management would be approximately \$1,694,274

The grant award for this project is for \$1,000,000. The balance, \$694,274 in excess of the grant amount will be repaid through user fees once recycled water sales start. In the event that additional grant funds

are available that will reduce the 'out of pocket' costs that need to be repaid through user fees.

The attached resolution will also approve the necessary budget adjustment as follows:

- Increase expense object 40-955 (3W Waterline SGMA) by \$187,309
- Increases approved by this resolution are in addition to any budget adjustments made by prior resolutions.

FISCAL IMPACT:

Proposed construction cost will be partially paid with a \$1,000,000 grant from SGMA. The remaining cost will be initially paid from Wastewater capital reserve. Pipeline costs in excess of the grant amount will be repaid through user fees once recycled water sales start.

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2024-52

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS FOR PROJECT MANAGEMENT AND ENVIROMENTAL COMPLIANCE SERVICES RELATED TO THE SAN MIGUEL RECYCLED WATER PIPELINE PROJECT.

WHEREAS, the Board of Directors authorized the General Manager to apply for a regional SGMA grant through the County of San Luis Obispo and was awarded \$1,000,00 for a recycled water pipeline project from the Machado Wastewater Treatment Facility to vineyards located west of HWY 101 (Project); and

WHEREAS, the project includes Construction of approximately 2,530 feet of new 8-inch pipeline from the Machado Wastewater Treatment Facility to E&J Gallo vineyards on the west side of Highway 101. in San Miguel, CA (“Project”); and

WHEREAS, the Board of Directors, under separate resolution, approved a contract for the construction of the project; and

WHEREAS, it is necessary for the District to separately contract for environmental compliance monitoring and project management services to fulfill the requirements of this grant and construction project; and

NOW, THEREFORE, BE IT RESOLVED, the Board does, hereby, authorize the General Manager to negotiate and execute contracts for environmental compliance monitoring and project management services as well as authorize budget adjustments to the water fund as follows for this project:

- Expenditure Increase to 40-955 \$187,309.00

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

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel



4111 Broad Street, Suite 210
San Luis Obispo, California 93401
Tel 805.543.7095
www.swca.com

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SCOPE OF WORK

SWCA Environmental Consultants (SWCA) is proposing to provide the San Miguel Community Services District (District) with biological, archaeological, Native American, and paleontological resource support during the installation of the pipeline for the Recycled Water Pipeline Project (project) in San Miguel, San Luis Obispo County, California. In compliance with the projects Mitigation Monitoring and Reporting Program (MMRP), SWCA will perform the following tasks.

PHASE 1. BIOLOGICAL RESOURCES

TASK 1.1. WORKER ENVIRONMENTAL AWARENESS PROGRAM

SWCA will prepare a project-specific Worker Environmental Awareness Program (WEAP) and an SWCA qualified biologist will deliver an initial training for construction personnel prior to the start of project activities (Mitigation Measures [MM] Bio-1). As part of the program, a tri-fold fact sheet will be prepared and include color photographs and a description of the ecology of all special-status species known or with potential to occur on site, as well as other sensitive resources requiring avoidance near the project site. The WEAP shall include a description of protection measures required by discretionary permits, an overview of the Federal and State Endangered Species Acts, and implications of noncompliance with these regulations. The biologist will provide an overview of the required avoidance, minimization, and mitigation measures. A sign-in sheet with the name and signature of the qualified biologist who presented the training, and the names and signatures of the environmental awareness trainees will be kept and submitted to the District upon completion.

TASK 1.2. BIOLOGICAL PRE-CONSTRUCTION SURVEYS

Under this task, SWCA qualified wildlife biologists will conduct pre-construction surveys for special-status species, including nesting birds, based on the requirements of the MMRP.

San Joaquin Kit Fox Survey

Within 30-days prior to initiation of construction activities, a qualified biologist shall conduct a survey for San Joaquin kit fox (*Vulpes macrotis mutica*) dens and sign in suitable habitats within 200 feet of the project area (MM Bio-6). The pedestrian survey shall include parallel transects that provide full visual coverage of the survey area, with transects spaced between 30 and 100 feet, depending on vegetation height and density. A report documenting the completion and results of the survey will be submitted to the District prior to the start of construction.

Least Bell's Vireo Protocol Surveys

Between April 10 and July 31, 2025, a qualified biologist will conduct eight (8) surveys, 10-days apart, for least Bell's vireo (*Vireo bellii pusillus*) prior to the initiation of project activities located within 800-feet of riparian vegetation associated with the Salinas River (MM Bio-4). A report documenting the completion and results of the protocol-level surveys will be submitted to the District prior to the start of construction activities within the 800 foot buffer area.

For the purposes of this proposal, SWCA has provided a total cost estimate to complete the tasks as described in the MMRP for the pipeline construction. SWCA assumes that the pipeline portion of the project will be completed outside of the nesting bird season. Although the outcome of the least Bell's vireo surveys can be utilized to support future construction activities proposed for the project consultation with resource agency's (i.e., U.S. Fish and Wildlife Service, California Department of Fish and Wildlife) may result in waiving the required protocol-level survey requirement for the pipeline construction portion of the project. As such, an estimated minimal cost for environmental compliance support has also been provided.

PHASE 2. CULTURAL RESOURCES

TASK 2.1. ARCHAEOLOGICAL MONITORING PLAN

SWCA will prepare an Archaeological Monitoring Plan (AMP) for the project. The AMP will include, but not be limited to:

- List of personnel involved in the observation and oversight activities;
- Description of how monitoring will occur;
- Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- Description of what resources are expected to be encountered;
- Description of circumstances that would result in the halting of work at the project site (e.g., what are considered significant archaeological resources?);
- Description of procedures for halting work on the site and notification procedures;
- Description of reporting procedures; and
- Consultation with appropriate Chumash tribal representatives.

The intent of the AMP is to appropriately identify and address archaeological finds encountered during construction monitoring and to avoid or reduce potential impacts to California Register of Historical Resources (CRHR)-eligible resources.

TASK 2.2. ARCHAEOLOGICAL TRAINING AND MONITORING

Prior to construction SWCA will provide a brief cultural resources Worker Training Program (Training) to all construction crew members. The Training shall be provided by a qualified archaeologist. The Training shall include a brochure containing relevant information about the site and photographs of the types of resources present and types that can be expected to be encountered during project work. It should include detailed procedures for the identification and recovery of cultural resources. The archaeologist shall inform project personnel about the types of resources that could be encountered and procedures to follow in the event of an archaeological discovery, as well as the potential penalties for failing to adhere to applicable state regulations. The Training can be conducted the same day that project excavations begin to save time and cost.

SWCA will provide qualified archaeological and Native American monitors to observe initial project excavations. The monitors will observe equipment in progress and examine exposed sediments and sidewalls for evidence of intact archaeological features, artifact concentrations, human remains, or unique isolated finds. The monitor will have the authority to temporarily halt or divert excavation away from the discovery so that it may be examined further.

TASK 2.3. ARCHAEOLOGICAL MONITORING REPORT

Upon completion of the archaeological monitoring, SWCA will prepare a brief report, which will summarize the results of the fieldwork. The report will include figures and photographs as necessary. The report will be provided to the District, indicating that the recommended mitigation measures have been met.

For the purposes of this proposal, SWCA has provided a total cost estimate to complete the tasks as described in the MMRP for the pipeline construction and assumed that an archaeological and Native American monitor will be required for up to ten (10) 8-hour workdays. Although the AMP can be utilized to support future construction activities proposed for the project, depending on its outcome, archaeological and Native American cultural resource monitoring may not be required for the pipeline construction portion of the project. As such, an estimated minimal cost for environmental compliance support has also been provided.

PHASE 3. PALEONTOLOGICAL RESOURCES

TASK 3.1. PALEONTOLOGICAL MONITORING AND TREATMENT PLAN

Per MM GEO-1, a Society of Vertebrate Paleontology (SVP)-qualified, and District and County of San Luis Obispo-approved, paleontologist will prepare a Paleontological Monitoring and Treatment Plan (Plan). The Plan will include, but not be limited to:

- The professional qualification standards for paleontological staff;
- Communication protocols;
- A description and maps noting the locations where paleontological monitoring is required based on construction plans and published geologic maps;
- The process for modifying monitoring frequency (reducing or discontinuing);
- Protocols to follow in the event of a paleontological discovery, including work stoppage and notification procedures;
- An outline for significance evaluations of discovered resources; protocols for sampling, recovery, treatment, and analysis of resources; and
- Reporting and curation requirements.

TASK 3.2. PALEONTOLOGICAL MONITORING

Per GEO MM-2 and GEO MM-3, one paleontological monitor will be on site during all ground disturbance within previously undisturbed geologic units with high paleontological sensitivity, as defined by the Plan. Geologic units with low, marginal, undetermined sensitivity would be monitored on a part-time basis. Project work within previously disturbed geologic units would not require monitoring. The monitors will follow earthmoving equipment and will safely examine excavated sediments, trench sidewalls, and any other excavations for evidence of paleontological resources. The monitors will keep daily logs detailing the types of activities and soils observed and documenting any discoveries. And as a part of this task, SWCA is prepared to complete weekly monitoring logs that will provide descriptions of the week's activities. Paleontological monitoring will end when the project excavation activities are completed, or the qualified paleontologist, in consultation with the District, concludes that there is no continuing potential for encountering paleontological resources.

TASK 3.3. PALEONTOLOGICAL MONITORING REPORT

Upon completion of the above tasks, SWCA will prepare one paleontological resources report stating that the paleontological monitoring requirements have been fulfilled. The report will describe the monitoring methods, summarize and interpret findings and site conditions, and provide management recommendations for future work, if appropriate. The report will also include photographs and figures and a project/resource location map. SWCA will submit one electronic copy of the draft monitoring report to the District for review.

For the purposes of this proposal, SWCA has provided a total cost estimate to complete the tasks as described in the MMRP for the pipeline construction and assumed that a project site visit by the qualified project paleontologist would not be required and that paleontological monitoring will be needed for ten (10) 8-hour workdays during ground-disturbing construction work. Although the Paleontological Monitoring and Treatment Plan can be utilized to support future construction activities proposed for 2025, depending on its outcome, paleontological resource monitoring may not be required for the pipeline construction portion of the project. As such, an estimated minimal cost for environmental compliance support has also been provided.

COST ESTIMATE

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials, not to exceed budget of **\$71,595.00** to complete the scope of work provided above, as presented in Table 1. Additionally, an estimated minimum cost has been provided should monitoring and protocol-level resource surveys not be required. These costs are valid for 30 days from the date of the proposal. To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to task limits so long as the overall budget is not exceeded.

Table 1. Cost Estimate

PHASE/TASK	ESTIMATED MINIMUM TOTAL \$	T&M NTE TOTAL \$
Phase 1. Biological Resources		
Task 1.1. Worker Environmental Awareness Program (WEAP)	\$1,100.00	\$1,100.00
Task 1.2. Biological Pre-construction Surveys	\$3,000.00	\$17,775.00
Phase 1 Total	\$4,100.00	\$18,875.00
Phase 2. Cultural Resources		
Task 2.1. Archaeological Monitoring Plan (AMP)	\$1,500.00	\$1,500.00
Task 2.2. Archaeological Training and Monitoring *Archaeological Monitoring Daily Rate \$975 *Native American Monitoring Daily Rate \$1,350	\$1,300.00	\$23,250.00
Task 2.3. Archaeological Monitoring Report	\$0.00	\$875.00
Phase 2 Total	\$2,700.00	\$25,625.00
Phase 3. Paleontological Resources		
Task 3.1. Paleontological Monitoring and Treatment Plan	\$6,910.00	\$6,910.00
Task 3.2. Paleontological Monitoring *Paleontological Monitoring Daily Rate \$1,480	\$0.00	\$14,800.00
Task 3.3. Paleontological Monitoring Report	\$0.00	\$5,385.00
Phase 3 Total	\$6,910.00	\$27,095.00
PROJECT TOTAL	\$13,710.00	\$71,595.00

* Daily rates are provided for reference only. Services will be billed on a time and materials basis.

ASSUMPTIONS

For budgeting purposes, we are making the following assumptions because some of these items are beyond SWCA's control and because these factors could significantly affect project schedule and cost:

- SWCA staff will bill at their standard rate of service.
- Mileage for any in-person meetings, monitoring, and site visits will be billed at the current IRS rate at time of service.
- SWCA staff will have safe and timely access to the entire project area.
- Our costs for biological surveys and archaeological, Native American, and paleontological resource monitoring assume that significant resources will not be discovered on the project site. If significant resources are encountered, additional work may be necessary. The costs for these services will be performed under an expanded scope.

- No construction activities will take place between February 1, 2025, and April 10, 2025. Should construction occur during this time, pre-activity nesting bird surveys (MM Bio-3) may be required. The costs for these services can be performed under an expanded scope.
- No archaeological or paleontological artifacts requiring curation will be encountered; a change order would be required to curate any materials.
- If archaeological, Native American, and paleontological monitoring in excess of ten (10) 8-hour workdays is required, a change order would be necessary to perform the work.
- A minimum of 4 hours will be billed for each day an archaeological, Native American, or paleontological monitor is required to be on-site.
- Under Task 1.2, SWCA will assist the District with informal agency coordination to request waiving protocol-level least Bell's vireo surveys for the construction of the pipeline portion of the project. However, as it is unknown what level of effort may be required to respond to agency requests for information, a change order may be required to provide additional effort beyond the initial request.
- All reports will be submitted in electronic format (e.g., Microsoft Word, Adobe PDF, etc.) and no hard copies will be required. Additionally, this scope of work includes one round of revisions to address non-substantive comments for each reporting deliverable.

Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

1. Services. Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

2. Work Schedule. SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

3. Additional Services. Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

4. Standard of Service. SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

5. Project Information; Confidentiality. Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

6. General Payment and Expense Terms. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.

7. Taxes. Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

8. Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

9. Term of Agreement. Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

10. Termination. If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

11. Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

12. Governing Law; Interpretation. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

13. Insurance. The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

14. Indemnification. Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

15. Consequential Damages Waiver. Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.



16. Limitation of Liability. To the fullest extent permitted by law, the aggregate liability of SWCA and its agents and representatives for any alleged issues with the Services provided by SWCA (e.g., alleged deficient services, alleged negligence, or other claims related to the Services, regardless of the legal basis for the claim) shall not exceed the fees actually paid by Client to SWCA with respect to the Services at issue. It is acknowledged that these liability limitations are knowingly agreed to and are reasonable in light of the relative risks and benefits of the project. It is also acknowledged that the pricing provided to Client for the Services is based on these liability limitations and that SWCA is willing to negotiate increasing the foregoing monetary limitations in exchange for increased pricing. Any such increase must be mutually agreed on by the parties in writing to be effective. It is further acknowledged that this Agreement establishes a services relationship between SWCA and Client and that in no event shall individual employees have any personal liability for any issues with the Services.

17. Entire Agreement; Amendment. This Agreement, including the Proposal, reflects the entire agreement of the parties with respect to its subject matter. No amendment to this Agreement or any waiver may be enforced against a party unless the amendment or waiver is agreed to in writing by that party. As used in this Agreement, "including" and similar terms mean "including without limitation".

18. Compliance with Law. The parties agree to comply with all applicable laws and shall not have any liability for such compliance. Applicable laws include federal, state and local legal requirements, including permitting requirements, and directions from governmental agencies.

19. Relationship. The relationship of Client and SWCA constitutes an independent contractor relationship and does not constitute a principal-agent or fiduciary relationship or a relationship of partners, joint venturers or otherwise. As a provider of independent environmental consulting services, SWCA shall not be required to provide services inconsistently with requirements to remain in good standing with applicable government agencies and other entities.

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may amend or rescind the Proposal.

The parties hereby agree to the foregoing terms, including terms establishing the relative rights, obligations, responsibilities and liabilities of the party, effective as of October 10 , 2024. The individual signatories below represent and warrant that they are authorized to bind the party on whose behalf they are signing.

SWCA, Incorporated	Client:
<hr/>	<hr/>
By:	By:
<hr/>	<hr/>
Name: Patrick Scott	Name:
<hr/>	<hr/>
Title: Natural Resources Director	Title:
<hr/>	<hr/>



Proposal for Recycled Water Pipeline Construction CM&I

October 14, 2024

San Miguel CSD

Kelly Dodds
General Manager
PO BOX 180
San Miguel, CA 93451

Water Systems Consulting, Inc.

805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401
P: (805) 457-8833

Joshua Reynolds

P: (805) 215-0764
E: jreynolds@wsc-inc.com

Dear Mr. Kelly Dodds,

We are pleased to provide this proposal to San Miguel Community Services District (District) to provide contract administration and inspection services for the Recycled Water Pipeline project. This project is needed to support the District’s WWTF Upgrade to facilitate future delivery of recycled water to nearby vineyards.

We have prepared the attached scope of work and fee estimate for this work, which includes engineering services during construction, construction administration, and field inspection. The scope assumes full-time construction observation during the jack-n-bore portion of the project and 80% inspection during the remaining construction activities, which WSC recommends to reduce construction risk and document project compliance. Services will be billed on a time-and-materials basis. There may be potential cost-saving opportunities with our team providing inspection services for this project and the Alley Waterline Project. However, the savings will depend on the contractor’s schedule and how the two programs will be pursued.

We welcome the opportunity to discuss our proposal with you in more detail, and to answer any questions you may have. Feel free to contact Josh at (805) 457-8833 ext. 107. You can also email at jreynolds@wsc-inc.com.

Thank you again for this opportunity, we look forward to your response.

Sincerely,

Water Systems Consulting, Inc.

**Joshua Reynolds, PE,
Vice President/Project Manager**

Scope of Work

Task 0 Project Management

0.1 Project Administration

- Prepare monthly invoices with detailed hours expended by task.
- Manage subconsultants and subconsultant invoicing process.
- Provide comprehensive QA/QC of deliverables.

0.2 Preconstruction Services

- Lead Preconstruction Conference including schedule coordination and agenda preparation.
- Prepare and distribute meeting minutes.

0.3 Monthly Project Reports

- Prepare and distribute a monthly progress report, which will include a schedule summary; budget status; key issues, risks, and recommendations; safety summary; and representative photographs of work accomplished during the reporting period.

0.4 Final Project Report

- Compile the Monthly Project Reports into a Final Project Report documenting project completion, final payment, change orders and reasons, final contract price, key issues and design revisions, and photographs.

Deliverables:

- (1) Monthly invoice.
- (2) Preconstruction Conference agenda and minutes.
- (3) Monthly progress reports.
- (4) Final project report.

Assumptions:

- (1) Preconstruction phase duration of three (3) weeks (November 2024).
- (2) Construction phase duration of three (3) months (December 2024 through February 2025).
- (3) Preconstruction Conference duration of one (1) hour.

Task 1 Contract Administration

1.1 Progress Payment Reviews

- Review contractor's monthly progress payment requests. Verify work completed in the field is consistent with the quantities requested for payment. Compile recommendations for contractor payment.

1.2 Construction Schedule Reviews

- Review contractor's baseline schedule submittal and provide written review comments.
- Review contractor's monthly baseline schedule updates for conformance with schedule specifications and provide written review comments.
- Coordinate with San Miguel CSD to discuss concerns with progress of work and contractor schedule submittals.

1.3 Construction Progress Meetings

- Lead weekly progress meetings including preparation and distribution of agendas and logs (submittals, RFIs, potential change orders).
- Prepare and distribute meeting minutes after each meeting.

1.4 RFI / Submittal Management

- Receive, log, and review contractor RFIs and submittals for completeness and conformance with requirements detailed in contract documents.
- Respond to RFIs with detailed comments and instructions as needed.
- Respond to contractor submittals with appropriate action instructions.
- Generate RFI and submittal logs for use in bi-weekly construction meetings.

1.5 Change Management

- Receive and file change order requests from contractor. Review each change order request for entitlement and recommend approval or rejection to San Miguel CSD.
- When entitlement is acknowledged, evaluate the contractor's change order requests for reasonableness and accuracy of quantities, rates and unit prices, and schedule impacts.
- Incorporate change order requests into contract change orders.
- For owner-initiated changes, prepare potential change orders (PCOs) describing the scope of the change with supporting documentation and a request for contractor pricing.

1.6 Construction As-Built (Redline) Reviews

- Review contractor as-built drawings documenting field changes, as-built conditions, and approved changes on a monthly basis.

- At completion of construction, WSC will complete one (1) review of contractor's as-built drawings to verify the drawings reflect actual project conditions. WSC will prepare record drawings based on redlines.

1.7 Project Close-Out

- Receive final deliverables from the contractors.
- Review applicable reports, lien releases, documents, warranties, certificates, and other releases for completion.
- Coordinate one (1) site walk with San Miguel CSD to facilitate preparation of project punch list.
- Coordinate with contractor to address punch list items.
- Coordinate project close-out negotiations with San Miguel CSD and contractor. Provide recommendations addressing payment, lien releases, and final change orders.
- Perform a warranty walk with San Miguel CSD prior to the completion of the one-year warranty period.

Deliverables:

- (1) Weekly construction meeting agendas, logs (submittals, RFIs, action items, potential change orders), and minutes.
- (2) RFI responses.
- (3) Submittal comments and responses.
- (4) PCOs.

Assumptions:

- (1) Weekly construction meeting duration of one (1) hour.
- (2) Review of up to four (4) contractor progress payment requests.
- (3) Review and provide responses on up to four (4) RFIs.
- (4) Review and provide written comments on up to sixteen (16) contractor submittals.
- (5) Review contractor pricing and time impact analyses for up to two (2) change order requests and provide recommendations.

Task 2 Field Inspection Services

2.1 Inspection Services

- Provide construction observation of the work to determine conformance with the contract documents.
- Develop a photographic record of the work and work progress.
- Notify the contractor of unsatisfactory test results and observed non-conforming work and follow-up regarding corrective work and retesting.

- Issue non-compliance notices and follow up on corrective action reports. Track unsatisfactory work items until resolved.
- Prepare daily construction reports that describe the work performed, staffing, construction equipment used, major equipment deliveries, weather, delays and other events. In the event of a time and materials (T&M) change order, the reports will identify work performed on a T&M basis and the resources employed in that work. Reports will include digital photographs as appropriate to document conditions and events at the site.

2.2 Materials Testing

- Provide compaction testing services, as required by the contract documents, with up to 18 site visits and/or 40 compaction tests.
- Coordinate with contractor to schedule compaction testing services.
- Collect and compile testing results and inform contractor, in a timely fashion, of any failed tests. Work to resolve failing test and help contractors to revise construction procedures to meet requirements.

Deliverables:

- (1) Daily inspection reports.
- (2) Non-compliance notices.
- (3) Digital photographs.
- (4) Materials testing reports.
- (5) Punch list.

Assumptions:

- (1) WSC will review the contractor's Health and Safety Plan for information only. Site safety is the sole responsibility of the contractor and WSC will not provide formal approval of the contractor's Health and Safety Plan.
- (2) Inspection services to be provided full-time at eight (8) hours per day during jack-n-bore operations, assumed to have a six (6) week duration.
- (3) Inspection services to be provided at six (6) hours per day during other construction activities, assumed to have a three (3) week duration.
- (4) Compaction testing to be performed at every 200LF (linear foot) interval at bottom of trench and subgrade fill. Maximum of 40 tests and/or 18 site visits.
- (5) In the event of a failed result, all compaction re-testing shall be the responsibility of the contractor.



Task No. Task Description	WSC						GeoSolutions	ALL FIRMS	
	Principal in Charge	Project Engineer	Construction Manager	Project Administrator	Drafter	WSC Labor Hours	WSC Fee	Labor Fee	Total Fee
	Joshua Reynolds	Heather Freed	Blake Coffey	Kay Merrill	Paul D'Santi				
<i>Billing rates, \$/hr</i>	\$399	\$257	\$200	\$179	\$200				
0 Project Management									
0.1 Project Administration	1	1		8		10	\$ 2,088		\$ 2,088
0.2 Preconstruction Services	1	1	4			6	\$ 1,456		\$ 1,456
0.3 Monthly Project Reports			12			12	\$ 2,400		\$ 2,400
0.4 Final Project Report	1	1	4			6	\$ 1,456		\$ 1,456
SUBTOTAL	3	3	20	8	0	34	\$ 7,400	\$ -	\$ 7,400
1 Contract Administration									
1.1 Progress Payment Reviews			4			4	\$ 800		\$ 800
1.2 Construction Schedule Reviews			6			6	\$ 1,200		\$ 1,200
1.3 Construction Progress Meetings		12	24			36	\$ 7,884		\$ 7,884
1.4 RFI / Submittal Management	4	40	15			59	\$ 14,876		\$ 14,876
1.5 Change Management	2	8	4			14	\$ 3,654		\$ 3,654
1.6 As-Built (Redline) Reviews		8	4		16	28	\$ 6,056		\$ 6,056
1.7 Project Closeout	1	1				2	\$ 656		\$ 656
SUBTOTAL	7	69	57	0	16	149	\$ 35,126	\$ -	\$ 35,126
2 Field Inspection Services									
2.1 Inspection Services			330			330	\$ 66,000		\$ 66,000
2.2 Materials Testing						0	\$ -	\$ 7,188	\$ 7,188
SUBTOTAL	0	0	330	0	0	330	\$ 66,000	\$ 7,188	\$ 73,188
COLUMN TOTALS	10	72	407	8	16	513	\$ 108,526	\$ 7,188	\$ 115,714

10% mark-up on direct expenses; 15% mark-up for sub-contracted services
 Standard mileage rate \$0.67 per mile (or current Federal Mileage Reimbursement Rate)
 Rates are subject to revision as of January 1 each year.

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 10.10

SUBJECT: REQUEST FOR PROPOSAL- San Lawrence Terrace Booster Pump Station Design (by Board consensus)

SUGGESTED ACTION: Authorize the General Manager to release a Request for Proposals (RFP) for the San Lawrence Terrace Booster Pump Station Design

DISCUSSION:

The District operates the potable water distribution system within the community which is bisected by the Salinas River. For the last several years the District has been working on securing the property and grants to build a booster pump station and replacement water tank at the intersection of River Road and Power Road on the East side of the Salinas River. This project is to construct a booster pump station and in the future a water tank which will dramatically improve the domestic water pressure on the San Lawrence Terrace as well as increase available fire flows to those comparable to industry standards.

Project description from the proposed RFP:

The District expects the booster pump station to be designed such that the current and near term system's flow and pressure requirements will be met and that simple additions may be made in the future to meet longer term needs. The design shall not prioritize future scenarios to so great an extent that the booster pump station is unreasonably inefficient or costly before any further development occurs. The designer shall consider the two 250,000-gallon tanks which are planned at the booster pump station site; the booster pump station shall be designed to function with neither, one, and both tanks. The District Engineer will provide data which can be used to construct system curves when selecting and sizing pumps; the designer will need to coordinate with the District Engineer regarding this data. The District does not expect the designer to perform system-wide hydraulic modeling.

The District expects the booster pump station to contain duty pumps and a fire flow pump. Variable frequency drives (VFDs) and/or a hydropneumatic tank should both be considered as means of saving energy and cost and providing increased operational flexibility. Back-up/emergency power will be needed at the booster pump station. The design shall include a building to house the booster pump station. This building shall be concrete masonry unit (CMU), pre-fabricated steel, or pre-cast concrete, and shall have a steel roof. Consultant shall determine the most cost-effective building based on its size requirements. The District plans to complete a land survey of the booster pump station site; survey data will be provided to the designer. The District plans for a separate firm to complete the documentation required by CEQA; the designer will be required to coordinate with the District's environmental consultant as necessary.

Important dates and times are as follows;

Release for Proposals	October 24th 2024
Mandatory Pre-Bid conference	November 14th 2024 at 9am PST
Deadline to submit Proposal	December 6th 2024 at 12pm PST
Potential contract award	December 19th 2024

Requests for Proposals are available at:
[SMCSD RFP & Bid Opportunities](#)

Notice of Request for Proposals will be posted at local plan rooms, local newspaper, sent to contractors requesting such notice and submitted to the state clearing house per District practice.

FISCAL IMPACT:

There are only minor costs associated with the release of this RFP.
Cost to prepare the RFP and for its advertisement paid through regularly budgeted funds.
Future costs of the proposed work will be approved as an adjustment to the approved budget.

PREPARED BY: Kelly Dodds

NON-DISTRICT:



REQUEST FOR QUALIFICATIONS/PROPOSALS

SAN MIGUEL COMMUNITY SERVICES DISTRICT BOOSTER PUMP STATION DESIGN

Issue Date:
October 24th, 2024

Proposal Due Date and Time:
Friday, December 6th, 2024 12:00 pm (Pacific time)

Mailing Address:
PO BOX 180
San Miguel CA 93451

Delivery Address:
1765 Bonita Place
San Miguel CA 93451

Contact:
Kelly Dodds, General Manager Kelly.dodds@sanmiguelcsd.org
phone: 805-467-3388 / fax: 805-467-9212

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD BOOSTER PUMP STATION DESIGN**

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOOSTER PUMP STATION DESIGN**

The San Miguel Community Services District (District) has prepared this Request for Qualifications/Proposals (RFQ/P) for engineering services for the design of a booster pump station which will serve the District's existing potable water distribution system in the community of San Miguel, San Luis Obispo County, California.

Proposal Due Date: December 6, 2024, 12 p.m. local time. Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Proposal Delivery Location: 1765 Bonita Place, San Miguel, CA 93451 or via USPS at PO Box 180, San Miguel, CA 93451. To safeguard against pre-mature opening, all proposals shall be in sealed envelopes/containers, with a label containing proposal title, proposer's name, and proposal due date and time.

Number of Copies of Proposal to be Provided: 2 hard copies delivered to the address above, one electronic copy in PDF format delivered via email to kelly.dodds@sanmiguelcsd.org. The electronic copy shall include a complete copy of the Proposal, EXCLUDING PROPOSED FEES.

Contact: Kelly Dodds, General Manager, San Miguel Community Services District, kelly.dodds@sanmiguelcsd.org, (805) 467-3388 for details and information regarding this RFQ/P and proposal requirements. Firms must notify Kelly Dodds via email of their intent to propose in order to receive any addenda or response to questions.

BACKGROUND

San Miguel is an unincorporated community in San Luis Obispo County, with approximately 2,820 residents. San Miguel is located approximately 7 miles north of the City of Paso Robles. The San Miguel Community Services District was formed in 2000 combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District, and San Miguel Lighting Districts. The District currently provides fire services, street lighting and landscaping, wastewater collection and treatment, potable water production and distribution, and solid waste services. The District is Governed by a Board of five Directors and has a General Manager, Director of Utilities, six admin and Utilities Personnel, a Fire Chief, Assistant Fire Chief and up to 20 paid on-call firefighters. The majority of operating funds for the District come from user fees and property tax.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD BOOSTER PUMP STATION DESIGN

Existing Potable Water Distribution System: A map of the District's existing potable water distribution system is attached to this document (Attachment A). The system is served by three wells and contains two gravity storage tanks (one 650,000-gallon tank and one 50,000-gallon tank). The entire system currently operates as a single pressure zone. A relatively small number of users, one well, and the 50,000-gallon tank are east of the Salinas River, on land which is generally at higher elevation than the users west of the Salinas River.

Distribution System Deficiencies and Booster Pump Station: The distribution system operating service pressures east of the Salinas River are between 20 and 40 pounds per square inch (psi). New development within the District's service area is planned east of the Salinas River in the coming years. Under the California Health and Safety Code, new services which expand the existing system must be designed to provide a minimum operating pressure of 40 psi. To provide adequate pressure and fire flow for current customers and planned future developments, the District plans to construct a booster station to serve the system east of the Salinas River, located at the corner of N. River Rd. and Power Rd. This booster station will create a higher pressure zone east of the Salinas River. The District is seeking a consultant to provide design services for the booster pump station.

Proposed Storage Tanks: The District's existing 50,000-gallon tank, located east of the Salinas River, is reaching the end of its service life. Due to the site constraints at the existing tank location, the District plans to replace the 50,000-gallon tank with new storage located at the same site as the proposed booster pump station in the future. The site has room for two future 250,000-gallon gravity storage tanks, with the first planned to be constructed after the booster pump station is operational, and the second tank constructed when needed to meet the system's storage needs. Once constructed and operational, the new storage tanks will be upstream of the booster pump station. The District is not seeking design services for the future storage tank under this RFP, but the booster pump station designer shall consider the impacts of the planned tanks during the booster pump station design. A preliminary site plan showing the proposed booster pump station and future tanks is attached to this document (Attachment B). This site plan does not show electrical equipment or other features which are necessary for a functional booster pump station.

Booster Pump Station Design: Demands are currently low in the District's distribution system east of the Salinas River, and are expected to increase with the construction of two planned developments, Tracts 2723 and 3207 as labeled on Attachment A. Estimated current and projected demands are shown in Table 1.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD BOOSTER PUMP STATION DESIGN

Table 1. Projected East Side Pressure Zone Demand

East Side Pressure Zone Demands, gpm

Scenario	Peaking Factor to ADD	Current	2030	2035	Buildout
Average Day Demand	N/A	13	77	94	101
Maximum Day Demand	2.2	29	157	189	203
Peak Hour Demand	3.9	50	243	297	321

The District expects the booster pump station to be designed such that the current and near term system's flow and pressure requirements will be met and that simple additions may be made in the future to meet longer term needs. The design shall not prioritize future scenarios to so great an extent that the booster pump station is unreasonably inefficient or costly before any further development occurs. The designer shall consider the 250,000-gallon tanks which are planned at the booster pump station site; the booster pump station shall be designed to function with neither, one, and both tanks. The District Engineer will provide data which can be used to construct system curves when selecting and sizing pumps; the designer will need to coordinate with the District Engineer regarding this data. The District does not expect the designer to perform system-wide hydraulic modeling.

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REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD BOOSTER PUMP STATION DESIGN

INQUIRIES DURING PROPOSAL PERIOD

Consultants must direct all inquiries to the District in writing, via email to the General Manager, Kelly Dodds kelly.dodds@sanmiguelcsd.org. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than Thursday November 21st, 2024 (close of business) in order to receive responses from the District.** Inquiries received after this deadline may not be responded to.

MANDATORY ON-SITE PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on Thursday November 14, 2024 at 9:00 AM. This meeting will be held at the District's office at its wastewater treatment plant at 1765 Bonita Place, San Miguel. The District may reject proposals from firms which did not attend this meeting.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFQ/P, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFQ/P. Consultants shall acknowledge receipt of addenda in the proposal cover letter.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD BOOSTER PUMP STATION DESIGN

PROPOSAL REQUIREMENTS

Submit One Proposal. Prime consultants shall be limited to only one proposal/project team for the Project. Subconsultants, however, may be included in multiple proposals with various prime consultants.

Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District and returned un-opened to the Proposer. The District reserves the right to accept or reject any or all proposals. Proposals may be withdrawn by a signed written request submitted to the District at any time prior to 5 p.m. of the due date of the proposal.

Project Manager. The Project Manager shall be the same person named as Project Manager in the Proposal and shall be dedicated to this Project as appropriate to execute the project in a timely and effective manner. Should the designated Project Manager not be able to fulfill this commitment during the course of the Project, the Consultant shall notify the District within 10 working days of proposed personnel change and shall submit the qualifications of the new proposed Project Manager, subject to approval by the District.

Agreement. Consultants shall review the District's Standard Agreement, liability, and insurance requirements, included as **Attachment C** to this RFQ/P. Each individual firm submitting a proposal shall meet all the terms and conditions contained in the Agreement, and/or shall submit proposed exceptions to the Agreement in the Consultant's proposal. The District is willing to negotiate such requirements with candidates; however, the Proposer shall bear in mind that should a funding agency used by the District require specific terms and conditions not included in District's Agreement, Consultant shall abide by all funding agency requirements without exception. This Agreement and RFQ/P is for design services.

Agreement Execution. The selected consultant shall execute the written contract included in Attachment C, with the District within 10 working days after notice of award has been granted by the District. Failure to accept and execute said Agreement will cancel the notice of award, and the District will continue negotiations with the next highest ranked firm.

Proof of Insurance. The District will require the individual or engineering firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The contract will contain provisions requiring the selected firm to indemnify the District and provide that the District Engineer is an independent contractor serving at the will of the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of notice. Consultant shall provide proof of insurance in the form, coverages, and amounts specified in the Agreement within 7 working days following notice of contract award. Such insurance proof shall be a pre-condition of contract execution.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD BOOSTER PUMP STATION DESIGN

General Conditions.

- Preference will be given to Firms with offices within 120 miles of the District, Proposer shall indicate where the office that would service this contract is located.
- The District shall not be liable for any pre-contractual expenses incurred by any proposer, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments, additions or alternates shall be accepted after the submission date and time.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary in the proposal should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD BOOSTER PUMP STATION DESIGN

- All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD BOOSTER PUMP STATION DESIGN

PROPOSAL FORMAT

General. Proposals shall be prepared in accordance with the format specified in this section. Proposals that do not follow this format will be subject to rejection by the District. Provide proposals in the following format:

- **Provide your proposed fees in a separate sealed envelope, clearly marked with the proposer’s company name and address, and labeled “Proposed Fees for SMCSD Booster Pump Station Design”. Prime consultant fees shall be broken down by manhours per task, in accordance with the labor classifications and rates specified, and per Section 4 of the Proposal.**
- **Letter of Transmittal.** Provide a brief transmittal letter (2 pages maximum) transmitting the proposal to the District.
- **Table of Contents.**
- **Section 1. Project Understanding and Approach.** Provide your team’s understanding and approach to the overall project. Discuss issues and concerns and express your ideas and methodology on how best to approach and execute the project. Include your approach to project management, teamwork, communications, quality assurance/control, and cost and schedule controls.
- **Section 2. Project Team/Qualifications.** Provide an organization chart showing design team, organization/lines of communication, and team member qualifications germane to this project. Clearly state your proposed Project Manager and corresponding planning and design qualifications. The proposed Project Manager must be a California-licensed Professional Engineer. Include all subconsultants as part of the proposed team and describe your past working relationships with each subconsultant. Full resumes shall be placed in Appendix A. Team member references shall be included in Appendix B. Provide a minimum of three references, two of which must be for the proposed Project Manager. State the contact/agency name, brief title/description of project, contact telephone number.
- **Section 3. Relevant Project Experience.** Provide your team’s relevant project experience as it relates to the nature of this project, including the experience of proposed subconsultants. Include projects of similar nature, magnitude, and complexity to this project. Provide the year(s) the Work was performed and identify key team members and their roles on the project. Projects listed should be specifically relevant to key aspects of the Project.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD BOOSTER PUMP STATION DESIGN

- **Section 4. Scope of Services.** Provide a detailed scope of services for the project. Embellish on the scope outline in this RFP. Include a subsection in this Section 4 specifically to present any exceptions to the Agreement for Services.
- **Section 5. Conflicts of Interest.** Firms submitting a proposal in response to this RFP must disclose any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.
- **Section 6. Project Schedule.** Provide a detailed project schedule, in graphic format, along with written explanation of assumptions, or specific details, issues or concerns regarding the proposed schedule. Show graphically and clearly indicate all schedule components, including mandatory compliance schedules, those schedule items for District and agency review, and other items as deemed necessary. Include in the schedule all anticipated time allotments for agency reviews, public participation, and other schedule provisions. Clearly state all assumptions and basis for the proposed schedule. The proposal and project award schedule follows:

Item	Date
RFP/Q Issued	10/24/2024
Pre-Proposal Meeting	11/14/2024, 9am local time
Submit Questions By	11/21/2024, 5pm local time
Responses to Questions Posted By	11/27/2024, 5pm local time
Proposal Due	12/06/2024, 12 pm local time
District Review of Proposals	12/07/2024 through 12/18/2024
Interviews (if desired by the District)	TBD
District Recommendation of Selected Firm/Staff Report	12/19/2024
Consultant Notice of Contract Award/Begin Contract Negotiations	12/20/2024

- Appendix A. Team Member Resumes
- Appendix B. References
- Appendix C. Billing Rates

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD BOOSTER PUMP STATION DESIGN

- **Fee Estimate.** **IN A SEPARATE SEALED ENVELOPE**, provide a fee estimate, broken down by personnel, hours, and task, demonstrating your understanding of the scope of work and level of effort required to accomplish all tasks. Provide proposed consultant fees, using the same hourly rates proposed in Consultant's billing rate schedule. Provide the standard billing rate sheets for the prime consultant and each subconsultant and include such billing rate sheets in Appendix C. **DO NOT PROVIDE THIS FEE ESTIMATE AS PART OF THE PROPOSAL, AND DO NOT PROVIDE PROPOSED FEES ON THE THUMB DRIVE. THE PROPOSED FEES SHALL BE SEALED IN A SEPARATE ENVELOPE, CLEARLY MARKED SUCH, AND ENCLOSED WITHIN THE ENVELOPE FOR THE HARD COPIES OF THE PROPOSALS.**

Proposal Length. The District has no required proposal length; however, the District requests Proposers to be concise and to only include information germane to the Proposal.

Other Requirements. The hard copies of proposals shall be bound. **Minimum font size for text shall be 11 point, except for headers, footers, footnotes, etc.**

PROPOSAL RANKING CRITERIA

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative "point" values are as follows:

- Project Understanding and Approach, 35 points
- Team qualifications, 30 points
- Project Schedule, 15 points
- Responsiveness to RFP, 15 points
- Local Presence, 5 points

All proposals will be ranked on these criteria, and a short-list of a maximum of three firms will be chosen. If interviews are warranted, the District will select the interview times at random and will notify each team as to their respective time slots for interviews. The interviews will consist of a half-hour presentation by the project team, followed by a one-hour question and answer period. The top candidates may be interviewed, and the top firm selected based on the outcome of the respective proposals and interviews. The top-ranked firm will then enter contractual and fee negotiations with the District, and should the District and top-ranked firm not satisfactorily negotiate the agreement, the second-ranked firm will enter negotiations, and so forth.

REQUEST FOR QUALIFICATIONS/PROPOSALS

SMCSD BOOSTER PUMP STATION DESIGN

OVERVIEW OF SCOPE OF SERVICES

Consultants shall prepare a scope of services to provide engineering services for the booster pump station design. The scope of services shall include services for the tasks listed below. The District may request a scope for engineering services during construction in the future, but Consultants shall not include such information now.

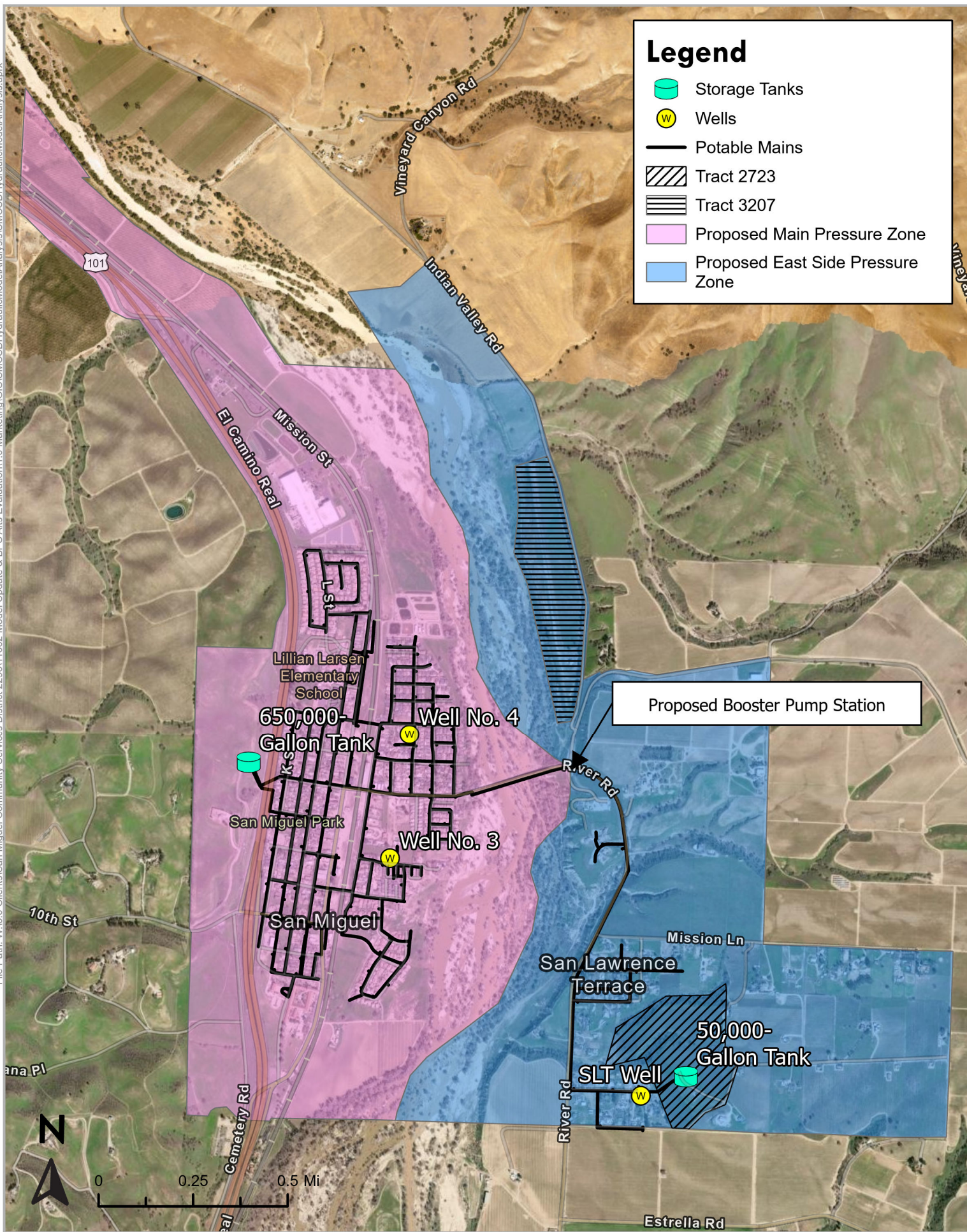
- 1. Progress Meetings and Coordination.** The Consultant's team shall conduct a project kick-off meeting and progress meetings throughout the course of the project. The Consultant shall hold workshops following the 30%, 60%, and 90% draft design submittals to discuss design decisions and District preferences. The Consultant shall coordinate with the District Engineer regarding data for constructing system curves for pump selection. The Consultant shall coordinate with the District's environmental consultant for CEQA support. The Consultant shall provide project oversight, QA/QC, and coordination as necessary for successful completion of the contract engineering services.
- 2. Preliminary Design.** Consultant shall collect, review, and analyze all available and pertinent plans, reports, records, and other documentation regarding the project as necessary to successfully complete the engineering services for the project. Consultant shall develop the booster pump station layout, specify the design criteria, electrical requirements, and perform preliminary pump selection. Consultant shall submit a 30% draft design submittal, including a preliminary design report, drawings, an engineer's opinion of probable cost, and a proposed list of technical specifications.
- 3. Final Design.** Consultant shall submit 60% draft, 90% draft, and final design submittals. These shall include drawings, specifications, and engineer's opinions of probable cost. The final design submittal shall contain bid-ready construction documents which are stamped and signed by a civil engineer who is licensed in the State of California.

SUMMARY OF DELIVERABLES:

1. 30% Draft Design Submittal, Including Preliminary Design Report
2. 60% Draft Design Submittal
3. 90% Draft Design Submittal
4. Final Design Submittal, Bid-Ready Construction Documents

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD BOOSTER PUMP STATION DESIGN**

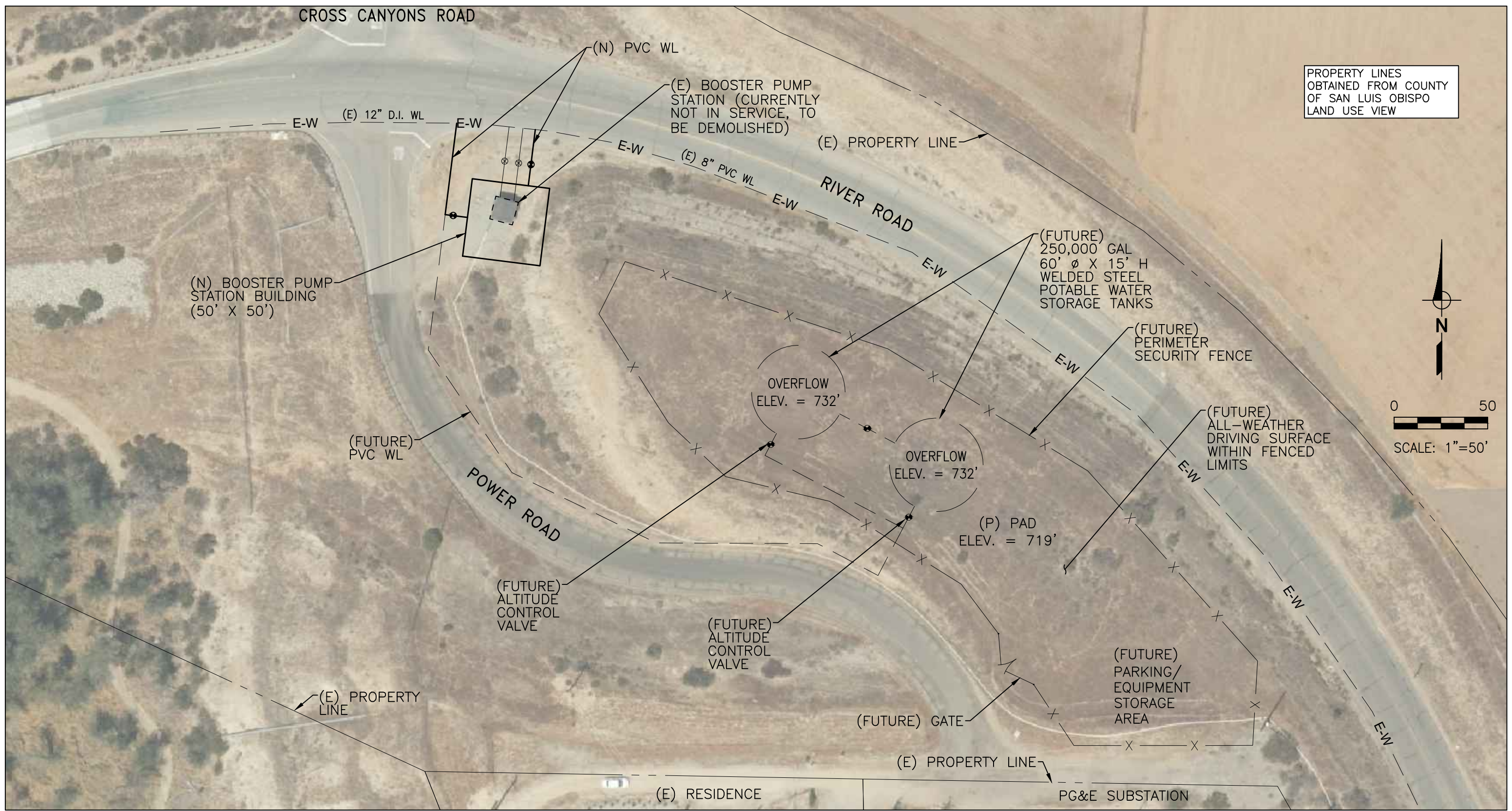
ATTACHMENT A – DISTRICT’S POTABLE WATER DISTRIBUTION SYSTEM



Attachment A. District's Potable Water Distribution System³⁷¹

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD BOOSTER PUMP STATION DESIGN**

ATTACHMENT B – PRELIMINARY SITE PLAN



PROPERTY LINES
OBTAINED FROM COUNTY
OF SAN LUIS OBISPO
LAND USE VIEW



0 50
SCALE: 1"=50'

ATTACHMENT B: PRELIMINARY SITE PLAN



**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD BOOSTER PUMP STATION DESIGN**

ATTACHMENT C – SMCSD STANDARD AGREEMENT

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between San Miguel Community Services District (“Owner” or “District”) and _____ (“Engineer”). Owner and Engineer may hereafter be individually referred to as “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as _____ (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Owner and Engineer further agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits attached hereto) terms (including the singular and plural forms) printed with initial capital letters shall have the meanings indicated in the applicable provision, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract

Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the Effective Date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities

relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date on which this Agreement is approved by the San Miguel Community Services District Board of Directors.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project. The District Engineer is Water Systems Consulting, Inc.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance

counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Day*—The word “day” means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

ARTICLE 2 – SERVICES OF ENGINEER

2.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 3 – OWNER’S RESPONSIBILITIES

3.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 5 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer’s services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

4.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

5.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 5.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 6 – OPINIONS OF COST

6.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

6.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 7.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

7.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A2.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

7.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

7.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

7.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall each deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving Party shall promptly forward a copy of the notice to the other Party to this Agreement.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

7.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 5.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 7.10.D.

- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either Party upon 30 days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.06.B.1.a if the Party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating Party under Paragraph 7.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 7.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 7.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 7.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

7.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

7.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.08.B the assigns of Owner and Engineer) are hereby bound to the other Party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 7.08.C shall appear in the Construction Contract Documents.

7.09 *Dispute Resolution*

- A. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Luis Obispo County before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS'

Streamlined Arbitration Rules and Procedures. Judgment on any arbitration award may be entered in any court having competent jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

1. Negotiation:

- a. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both Parties shall meet at a mutually acceptable time and place.
- b. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.
- c. All offers, promises, conduct, and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts, and attorneys are confidential, privileged, and inadmissible for any purpose, other than impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- d. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Paragraph 7.1.
- e. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraph 7.1 and Paragraph 7.2, below, are pending and for 30 calendar days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

2. Mediation: If the matter is not resolved by negotiation pursuant to Paragraph 7.1 above, then the matter will proceed to mediation as set forth below.

- a. The Parties agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to Paragraph 7.2.e below.

- b. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.
- c. The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- d. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, other than impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- e. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 60 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.
- f. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Paragraph 7.2 above.
- g. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 30 days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

7.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both Parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven (7) days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

7.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a Party's total liability to the other Party and anyone claiming by, through, or under the other Party for any cost, loss, or damages caused in part by the negligence of the Party and in part by the negligence of the other Party or any other negligent entity or individual, shall not exceed the percentage share that the Party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

7.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

7.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Insurance.
- E. Exhibit E, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both Parties. Amendments should be based whenever possible on the format of Exhibit E to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective Party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date(s) provided below.

Owner: San Miguel Community Services District

Engineer: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

PO Box 180
1150 Mission Street
San Miguel CA 93451

Address for Engineer's receipt of notices:

Designated Representative (Paragraph 8.03.A):

Kelly Dodds

Title: General Manager

Phone Number: 805-467-3388

E-Mail Address: kelly.dodds@sanmiguelcsd.org

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

E-Mail Address: _____

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 2 of the Agreement is supplemented to include the following agreement of the Parties.

Engineer shall provide Services as set forth below.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 3 of the Agreement is supplemented to include the following agreement of the Parties.

B3.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to coordinate with the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not

limited to, cost estimating, project peer review, value engineering, and constructability review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- R. Authorize Engineer to provide Additional Services, as required.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Standard Hourly Rates

Article 3 of the Agreement is supplemented to include the following agreement of the Parties:

ARTICLE 3 – OWNER’S RESPONSIBILITIES

C3.01 Compensation For Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Services set forth in Exhibit A, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Fee Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C3.01 is estimated to be \$_____.
5. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer’s services as noted in Paragraph C3.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
7. The amounts billed for Engineer’s services under Paragraph C3.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.

C3.02 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 15%.

C3.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 15%.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the Parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Fee Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C3.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 7.05 of the Agreement is supplemented to include the following agreement of the Parties:

D7.05 Insurance

A. The limits of liability for the insurance required by Paragraph 7.05.A and 7.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1M
 - 2) Bodily injury by disease, each employee: \$1M
 - 3) Bodily injury/disease, aggregate: \$1M
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2M
 - 2) General Aggregate: \$4M
- d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1M
- e. Professional Liability --
 - 1) Each Claim Made \$2M
 - 2) Annual Aggregate \$4M

2. The Owner and District Engineer shall be listed on Engineer's general liability policy as provided in Paragraph 7.05.A.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ____ Additional Services to be performed by Engineer
- ____ Modifications to services of Engineer
- ____ Modifications to responsibilities of Owner
- ____ Modifications of payment to Engineer
- ____ Modifications to time(s) for rendering services
- ____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.11

SUBJECT: Update on the San Miguel Fire Department Temporary Housing Unit (THU)

SUGGESTED ACTION: Review update on the Temporary Housing Unit by the Fire Chief and review and approve Resolution 2024-44.

DISCUSSION:

Update:

During the September 26, 2024 BOD meeting the property lease was discussed. The current lease (attached) in place will continue through April 30, 2026 and an addendum to the existing lease shall be granted by the property owner beginning on May 1, 2026 and extend the agreement through to April 30, 2031. This amended agreement shall not be entered into prior to the approval for funding for the installation / completion of the project. Terms for the amended agreement are 33 cents per square foot per year.

The site has been surveyed and building layout, driveway approach, and bioswale, has been steaked.

Background:

A building permit was issued on August 22, 2024. Staff has meet and developed a path forward to overcome the financial impact generated by the permitting process. This process has been detailed in the interfund Loan agenda item.

The Minor Use Permit has been approved with notes. However, the notes have not been received at this time.

Construction drawings were submitted to the County of San Luis Obispo on November 29, 2022, and in invoice for the fees was generated.

On November 30, 2022, Chief Young received a call from County of Planning and Building Supervisor Michael Stoker stating that the project as submitted would be reclassified and the previously submitted permit application and invoice for fees would be withdrawn and a new application with a modified fee invoice would be submitted by the County Staff.

On December 1, 2022, an email was received from the County of San Luis Obispo Planning and Building Department Staff with a new permit number of CBLD2022-00021 and invoice number of INV2022-20755 reflecting the current assessed fees.

Chief Young paid the invoice for the assessed fees via credit card upon receipt of the invoice. Later the same day a second email from the County of San Luis Obispo Planning and Building Department Staff was received containing an additional invoice numbered INV2022-20766 containing "some fees that were missed on the first installment invoice". Once again Chief Young paid the requested fees via credit card.

The project was presented to the San Miguel Advisory Council on Jan. 25, 2023, and approved.

The building permit submittal timeline is as follows:

- 5/25/2021 Preapplication meeting was held at SLOP&B.
- 11/29/2022 Original Submittal received. Zoning approved; application approved.
- 11/30/2024 SLOP&B reclassified and withdrew the submitted plan submittal requiring a revised application and plan submittal.
- 5/11/2023 resubmitted plans were returned with corrections.
- 7/5/2023 resubmitted plans were returned with additional corrections.
- 12/26/2024 resubmitted plans were returned with more additional corrections.
- 2/2024 Gabriel Architects (GA) were brought onboard to assist NRB with the plan check process.
- 4/9/2024 resubmitted plans were again returned with more additional corrections.
- 6/14/2024 a in person meeting was held at SLOP&B with County Staff, Chief Young and Johnathan Braddy from GA to review the resubmittal.
- 6/17/2024 SMF was notified by GA that the resubmittal has been approved pending a review of the soils report by Beacon Technologies.
- 6/17/2024 GA requested a review of the soils report. Review and approval letter is pending as of 6/19/2024.
- 8/6/2024 CGSW bond was submitted to Public Works.
- 8/6/2024 CGSW bond was rejected by Public Works and was required to be reproduced on San Luis Obispo County formatted document.
- 8/21/2024 CGSW bond was resubmitted.
- 8/22/2024 Chief Young went to the County of San Luis Obispo to submit final documentation and pay remaining fees.
- 8/22/2024 Road Impact Fees (RIF) of \$6,636.00 were paid to the County of San Luis Obispo Department of Public Works.
- 8/22/2024 CGSW bond was accepted by Public Works.
- 8/22/2024 Building Permit CBLD2022-00021 was issued.

The Minor Use Permit submittal timeline is as follows:

- 7/29/2022 MUP application and plans were submitted.
- Solicit referrals passed.
- Site visit passed.
- Appeal period passed.
- 11/4/2022 application reviewed not approved.
- 8/30/2023 Public Hearing Notice.
- 9/18/2023 Application review passed.
- 10/6/2023 Planning Department Hearing passed.
- 8/22/2024 MUP conditions were finalized.

Curb, Gutter, & Sidewalk Waiver timeline:

- 6/7/2023 SLO PW required CG&SW for the project frontage.
- 6/16/2023 CG&SW Fee Waiver was submitted based on “Premature Development”.
- 7/12/2023 Resubmittal of CG&SW Fee Waiver previously submitted on 6/16/2023.
- 10/3/2023 Site improvement plans submitted to SLO PW.
- 10/16/2023 SLO PW required a Checking & Inspection Agreement for CG&SW.
- 10/18/2023 Teams meeting with SMF, WSC, & SLO PW.
- 11/27/2023 WSC began CG&SW conceptual plans.
- 12/5/2023 Conceptual plans for the future Fire Department were prepared for CG&SW deferral agreement.
- 12/7/2023 CG&SW Deferral Agreement was submitted.

- 1/25/2024 CG&SW frontage cost estimate was submitted to SLO PW.
- 2/22/2024 CG&SW frontage cost estimate was resubmitted to SLO PW and approved.
- 2/22/2024 CG&SW Deferral Agreement was resubmitted.
- 3/29/2024 CG&SW Deferral Agreement was resubmitted
- 4/9/2024 CG&SW fee waiver was sent by County Council.
- 5/10/2024 CG&SW Deferral Agreement was resubmitted.
- 6/7/2024 CG&SW Deferral Agreement was resubmitted.
- 6/18/2024 Storm Water Waiver was submitted by SMF.
- 6/18/2024 CG&SW Deferral Agreement was resubmitted.
- 8/6/2024 CGSW bond was submitted to Public Works.
- 8/6/2024 CGSW bond was rejected by Public Works and was required to be reproduced on San Luis Obispo County formatted document.
- 8/21/2024 CGSW bond was resubmitted.
- 8/22/2024 Chief Young went to the County of San Luis Obispo to submit final documentation and pay remaining fees.
- 8/22/2024 Road Impact Fees (RIF) of \$6,636.00 were paid to the County of San Luis Obispo Department of Public Works.
- 8/22/2024 CGSW bond was accepted by Public Works.
- 8/22/2024 Permit was issued.

Encroachment Permit timeline:

- 6/19/2024 WSC is preparing an Encroachment Permit.
- 8/6/2024 Encroachment Permit ENC20250001 was issued.

FISCAL IMPACT:

As stated in the June 27, 2024 update, a full review of all expenditures has been completed upon final permit approval to determine the actual cost impact associated with the permitting process, design requirements generated by the permitting process and cost impact to the installation as a result of the site plan requirements.

The attached financial impact report has been attached outlining the financial impact to the original project budget.

It is Staffs recommendation that the Board approves an inter departmental loan as described in Resolution 2024-44 to fund the balance of the project.

PREPARED BY: Scott Young

GENERAL NOTES

- THE CONTRACTOR SHALL CONSULT PLANS OF ALL TRADES AND CONSULTANTS, INCLUDING DESIGN-BUILD DOCUMENTS TO VERIFY SIZE, LOCATION, WEIGHT, POWER, AND OTHER REQUIREMENTS PRIOR TO BIDDING AND AGAIN PRIOR TO COMMENCING WORK
- THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, DETAILS, ETC. AND AS SOON AS DISCOVERED SHALL NOTIFY THE ARCHITECT OF ANY AND ALL DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES WHETHER SHOWN HEREON OR NOT AND PROTECT THEM FROM DAMAGE
- THE CONTRACTOR SHALL VERIFY AND CONFIRM TO ALL REQUIREMENTS OF THE UTILITY COMPANIES. THE CONTRACTOR SHALL REQUEST VERIFICATION FROM UTILITY COMPANIES OF UNDERGROUND UTILITY LOCATIONS PRIOR TO BEGINNING EXCAVATIONS
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUM, AND LEVELS PRIOR TO CONSTRUCTION
- ALL BIDDERS SHALL VISIT THE SITE TO VERIFY CONDITIONS AND SHALL OBTAIN COMPLETE SETS OF THE MOST RECENT CONSTRUCTION DOCUMENTS BEFORE SUBMITTING BIDS
- THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING FOR THE STRUCTURE AND STRUCTURAL COMPONENTS UNTIL ALL FINAL CONNECTIONS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND METHODS, TECHNIQUES, SEQUENCES, OR AND UNTIL COMPLETED
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE JOB WHILE THE PROJECT IS IN PROGRESS AND UNTIL COMPLETED
- THE CONTRACTOR SHALL REPORT ANY CONFLICTS BETWEEN THE SPECIFICATIONS AND THE DRAWINGS BEFORE PROCEEDING
- PROVIDE A NEAT CUT WHERE UTILITIES PENETRATE RATED WALL AND FLOOR ASSEMBLIES. SEAL WITH FIRE-RATED, NON-COMBUSTIBLE MATERIAL, IMPERVIOUS TO THE PASSAGE OF SMOKE, CONFORMING TO THE CODE AND BUILDING OFFICIAL'S REQUIREMENTS
- NO BUILDING OR PORTION OF THE BUILDING SHALL BE OCCUPIED OR USED FOR STORAGE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING OR PORTION OF THE BUILDING
- MAINTAIN ALL EXIT PATHWAYS DURING CONSTRUCTION
- ALL WASTE MATERIALS SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR IN A LEGAL MANNER
- CONSTRUCTION WASTE MANAGEMENT. RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 65 PERCENT OF THE NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE IN ACCORDANCE WITH EITHER SECTION 4.408.2, 4.408.3 OR 4.408.4, OR MEET A MORE STRINGENT LOCAL CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE.
- SLOPE ALL WALKS AND DRIVEWAYS AWAY FROM THE BUILDING
- PROVIDE APPROVED FIRE EXTINGUISHERS AS REQUIRED BY THE FIRE MARSHAL. VERIFY LOCATIONS INDICATED IN THE CONSTRUCTION DOCUMENTS WITH THE FIRE MARSHAL PRIOR TO FRAMING
- ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF STOREFRONT MULLION, FACE OF CONCRETE OR CENTERLINE OF COLUMN, UNLESS NOTED OTHERWISE
- PROVIDE BLOCKING IN WALLS TO SUPPORT CABINETS, SHELVE, BATHROOM FIXTURES, DISPLAY RAILS, AND OTHER IMPROVEMENTS AS REQUIRED
- DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY AND ALL DISCREPANCIES
- DO NOT MODIFY THE WORK SHOWN EXCEPT WITH WRITTEN INSTRUCTIONS FROM THE ARCHITECT
- THESE DRAWINGS ARE EXCLUSIVE PROPERTY OF THE ARCHITECTS MAY BE REPRODUCED ONLY WITH THE WRITTEN PERMISSION OF THE ARCHITECT. AUTHORIZED REPRODUCTIONS MUST BEAR THE NAME OF THE ARCHITECT
- AN APPROVED PUBLIC SAFETY BOX (KNOX BOX) SHALL BE INSTALLED NEXT TO THE MAIN ENTRANCE MOUNTED AND SHALL BE CLEARLY VISIBLE MOUNTED SIX FEET OF GRADE AND APPROVED BY THE LOCAL JURISDICTION. THE FOLLOWING KEYS SHALL BE AVAILABLE TO OPEN DOORS AND MEANS OF ACCESS AS FOLLOWS:
MAIN ENTRANCE
ROOMS CONTROLLING VALVES FOR AUTOMATIC SPRINKLER SYSTEMS
ROOMS CONTAINING ELEVATOR EQUIPMENT
ROOMS CONTAINING MAIN ELECTRICAL SERVICES PANELS
ELEVATOR RECALL AND EMERGENCY OVERRIDE SYSTEMS
THE KEY SHALL BE CLEARLY MARKED AS TO WHAT DOOR, ROOM, AREA OR LOCK THEY EACH SERVE
- WHEN ABRUPT CHANGES IN LEVEL EXCEEDING 1/4" OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2, EXCEPT THAT CHANGES NOT EXCEEDING 1/4" MAY BE VERTICAL
- OBSTRUCTIONS OVERHANGING WALKWAYS SHALL BE AT LEAST 80" CLEAR ABOVE THE WALKING SURFACE. OBSTRUCTIONS SHALL NOT REDUCE THE WALK CLEAR WIDTH BY MORE THAN 12"
- PARKING SPACES, ACCESS AISLES, AND VEHICULAR ROUTES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF 98" MINIMUM
- ALL ACCESSIBLE AREAS, PEDESTRIAN WALKS AND SIDEWALKS SHALL BE SLIP-RESISTANT AND NOT ACCUMULATE WATER
- COVER DUCT OPENINGS AND PROTECT MECHANICAL EQUIPMENT DURING CONSTRUCTION PER CBGSC SECTION A5.602 APPLICATION 5.504.3.
- NO CONSTRUCTION SHALL BE COMMENCED WITHOUT APPROVED PLANS AND PERMITS
- NEW BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY AND OF REFLECTIVE MATERIAL WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD AND THE BUILDING CANNOT BE VIEWED BY AND THE BUILDING CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE OR OTHER SIGN OR MEANS SHA BE USED TO IDENTIFY THE STRUCTURE. ADDRESS NUMBERS SHALL BE MAINTAINED. THESE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL BE ARABIC NUMERALS OR ALPHABET LETTERS. NUMBERS SHALL BE A MINIMUM OF 6 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. [§19.03.020 SLO COUNTY MUNICIPAL CODE]
- ANY CHANGE ORDERS MADE DURING THE CONSTRUCTION PROCESS WHICH REQUIRE THE SUBMITTAL OF A PLAN SET BY THE PROPERTY OWNER, REQUIRE A COPY TO BE PROVIDED TO THE ASSESSOR.



SAN MIGUEL FIRE DEPT.

H O U S I N G A D D I T I O N
S A N M I G U E L , C A 9 3 4 5 1

CODES

NO CONSTRUCTION SHALL BE STARTED WITHOUT PLANS AND PERMITS APPROVED BY THE CITY. ALL PLANS AND CONSTRUCTION SHALL CONFORM TO THE FOLLOWING:

- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA GREEN BUILDING CODE
- 2019 CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- TITLE 24 - CALIFORNIA STATE ENERGY AND ACCESSIBILITY STANDARDS
- CURRENT COUNTY ENGINEERING STANDARDS AND SPECIFICATIONS
- CURRENT RECOMMENDATIONS FROM THE SOILS ENGINEER
- COUNTY BUILDING AND CONSTRUCTION ORDINANCE - TITLE 19
- COUNTY LAND USE ORDINANCE - TITLE 22
- 2022 CALIFORNIA CODE OF REGULATIONS TITLE 24
- COUNTY COASTAL ZONE LAND USE ORDINANCE - TITLE 23
- COUNTY FIRE CODE ORDINANCE - TITLE 16

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS FOR DIMENSIONS, GRADE, CONFIGURATION AND OTHER ASPECTS OF COMPATIBILITY WITHIN THE WORK OF THESE CONSTRUCTION DOCUMENTS. **ANY CONDITIONS WHICH INTERFERE WITH THE WORK SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE WORK SHALL NOT PRECEDE IN THE AREAS OF CONFLICT UNTIL SUCH CONFLICTS HAVE BEEN FORMALLY RESOLVED. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER DRAWING SCALE OR PROPORTION.**

FIRE SAFETY REQUIREMENTS

PRIOR TO OCCUPANCY OR FINAL INSPECTION, THE APPROVED PROJECT TO BE CONSTRUCTED BY THIS BUILDING PERMIT SHALL CONFORM TO THE FIRE SAFETY PLAN REQUIREMENTS AS DEEMED NECESSARY BY THE FIRE DEPARTMENT HAVING JURISDICTION FOR THIS PERMIT. PRIOR TO BEGINNING CONSTRUCTION, THE PROPERTY OWNER SHALL READ THE FIRE SAFETY PLAN ISSUED BY THE FIRE DEPARTMENT AND BECOME FULLY AWARE OF ALL NECESSARY FIRE PROTECTION REQUIREMENTS, BEING THAT MANY OF THESE FIRE PROTECTION REQUIREMENTS MAY REQUIRE THE INSTALLATION OF FIRE SPRINKLERS, SPECIAL SAFETY GLAZED WINDOWS, NON-COMBUSTIBLE EXTERIOR CONSTRUCTION AND ROOFS, SPECIAL SETBACKS, SPECIAL DRIVEWAY AND ROADWAY REQUIREMENTS, AND OTHER SPECIAL CONSTRUCTION.

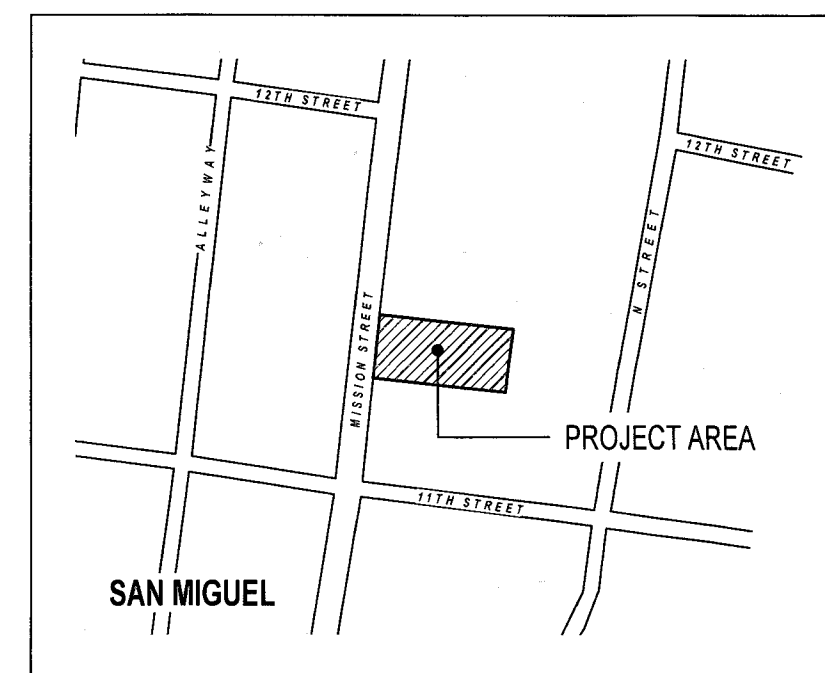
WASTE DISPOSAL

SLO COUNTY CODE 19.08.060(1)(B)

A MINIMUM OF 75%, WITH A GOAL TO INCREASE TO 80% OF THE CONSTRUCTION WASTE GENERATED AT THIS SITE IS DIVERTED TO RECYCLE OR SALVAGE, VERIFY WITH LOCAL ORDINANCE.

*PRIOR TO THE FINAL BUILDING INSPECTION, THE PERMITTEE MUST PROVIDE DOCUMENTATION TO SHOW COMPLIANCE WITH THE 75% RECYCLING REQUIREMENT. TO AVOID DELAYING FINAL APPROVAL, SUBMIT ORIGINAL WASTE HANDLING AND RECYCLING RECEIPTS TO THE ENVIRONMENTAL SPEC. COORDINATOR AT LEAST 7 WORKING DAYS PRIOR TO REQUESTING A FINAL INSPECTION. CONTACT THE ENVIRONMENTAL SPEC. COORDINATOR AS NEEDED. FAILURE TO PROVIDE ALL RECEIPTS OR TO ARCHIVE THE 75% RECYCLING REQUIREMENT WILL PREVENT THE FINALING OF YOUR PROJECT. EMAIL RECEIPTS TO THE ENVIRONMENTAL SPEC. COORDINATOR AS NEEDED. PLEASE BE AWARE THAT THEY WILL NEED TO BE READABLE AND CLEAR OTHERWISE A PRINTED COPY WILL BE NEEDED.

LOCATION MAP



COORDINATE WITH SITE PLAN SCALE: 1/4" = 1' T.S.

DEFERRED ITEMS

- FIRE ALARM SYSTEM
- PUBLIC WORKS IMPROVEMENTS

HAZARDOUS MATERIALS

- NO HAZARDOUS MATERIALS SHALL BE STORED OR USED WITHIN THE BUILDING WHICH EXCEED THE QUANTITIES LISTED IN CBC TABLES 307.1(1) & 307.1(2). [§ 307.1 CBC]

SYMBOLS

- # SHT DETAIL CALL-OUT
DETAIL NUMBER + SHEET NUMBER
- X SHT SECTION CALL-OUT
SECTION-CUT LETTER + SHEET NUMBER
- XXX DOOR CALL-OUT
REFER TO DOOR SCHEDULE
- ◆ WINDOW CALL-OUT
REFER TO WINDOW SCHEDULE

PROJECT DATA

LOCATION
1144 MISSION STREET,
SAN MIGUEL, CA 93451
APN# : 021-221-015 & -016
CLBD2022-00021
PERMIT # :
RELATED APPROVALS :
MINOR USE PERMIT # : N-DRC2022-00031

BUILDING DATA
ZONING : CR (COMMERCIAL RETAIL)

SCOPE OF WORK : NEW MANUFACTURED HOME UNIT FOR FIREFIGHTER HOUSING. NEW MECHANICAL, PLUMBING, ELECTRIC. NEW PARKING LOT AREA + GRADING.

BUILDING SUMMARY
GROUP OCCUPANCY : R-2

TYPE OF CONSTRUCTION : V-B (RISK CATEGORY IV)
FIRE SPRINKLERS : YES

ALLOWABLE AREA (TABLE 506.2) : 28,000 SF (SPRINKLERED)
ACTUAL AREA : 1,173 SF

ALLOWABLE HEIGHT (TABLE 504.3) : 60'-0" (SPRINKLERED)
ACTUAL HEIGHT : 16'-4"

NUMBER OF STORIES : 1
FIRE HAZARD SEVERITY ZONE : HIGH

CUT 6 CY±, FILL 78 CY±, TOTAL 72 CY±
MAX. CUT = 2 FT, **MAX. FILL** = 2 FT
AVERAGE SLOPE < 3.0% **MAX SLOPE** = 3.5%
PARCEL AREA = 0.15 AC±

PRE-PROJECT (SF ±)
IMPERVIOUS AREA = 0 SF, **TOTAL PROJECT AREA** = 8670 SF

POST-PROJECT (SF ±)
TOTAL IMPERVIOUS AREA = 1650 SF, **PERVIOUS AREA** = 7020 SF
NEW IMP. AREA = 1650 SF, **REMOVED IMP. AREA** = 0 SF
REPLACED IMP. SURFACE = 0 SF
TOTAL SITE DISTURBANCE = 7000 SF

RETAINING WALL : N/A

PROJECT DIRECTORY

PROJECT OWNER
KELLER TRUST
9681 NACIMIENTO LAKE RD. / SAN MIGUEL, CA 93451

TENANT
SAN MIGUEL COMMUNITY SERVICE DISTRICT
1150 MISSION RD. / SAN MIGUEL, CA 93451
SAN MIGUEL FIRE CHIEF: SCOTT YOUNG
PHONE : (805) 467-3300
scott.young@sanmiguelcsd.org

ARCHITECT OF RECORD
GABRIEL ARCHITECTS
530 10TH STREET / PASO ROBLES, CA 93446
OFFICE : (805) 238-9600
LARRY GABRIEL : lg@gabriel-architects.com
JONATHAN BRADY : jb@gabriel-architects.com
AMIZAH VAUGHN : av@gabriel-architects.com

CIVIL ENGINEER
WATER SYSTEMS CONSULTING, INC.
805 AEROVISTA PLACE STE. 201 / SAN LUIS OBISPO, CA 93401
760-953-4604
HEATHER FREED P.E. : HFREED@WSC-INC.COM

STRUCTURAL ENGINEER
BARCUS STRUCTURAL ENGINEERING
7600 NORTH PALM AVE. / FRESNO, CA 93711
OFFICE : (559) 261-8585
BRIAN BARCUS : brianbarcus@barcusinc.com

SOILS REPORT
BEACON GEOTECHNICAL
P.O. BOX 4814 / PASO ROBLES, CA 93447
OFFICE : (805) 239-9457
beacongeotechnical@gmail.com

MANUFACTURED HOMES
SKYLINE HOMES
P.O. BOX 743 / ECKHART, IN 46515
OFFICE : (574) 294-6521

DRAWING INDEX

TS - TITLE SHEET
TS 1.0 TITLE SHEET + PROJECT DATA
TS 1.1 CODE ANALYSIS + GENERAL NOTES
TS 1.2 FEDERAL MH CONSTRUCTION STANDARDS
TS 1.3 SPECIAL INSPECTIONS
TS 1.4 CONDITIONS OF APPROVAL

C - CIVIL
C-1 SITE PLAN
D-1 DETAILS
EC-1 EROSION CONTROL NOTES

A - ARCHITECTURAL
A 1.0 SITE PLAN + DETAILS
A 2.0 FLOOR PLAN
A 6.0 EXTERIOR ELEVATIONS
A 8.0 EXTERIOR DETAILS

S - STRUCTURAL
S 1.0 STRUCTURAL SPECIFICATIONS + PROJECT DATA + PIER LAYOUT PLAN + DETAILS

MPE - MOBILE HOME MANUFACTURER
MPE 1.0 LIGHTING/ELECTRICAL PLAN
MPE 2.0 DRAIN LINE PLAN
MPE 3.0 GAS LINE PLAN 1
MPE 3.1 GAS LINE PLAN 2

FS - FIRE SPRINKLER
FS 1.0 FIRE SPRINKLER PLAN

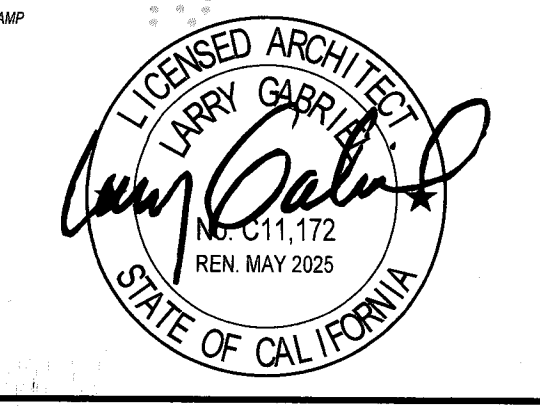
CG - CAL GREEN CHECKLISTS
CG 1.1 CAL GREEN CHECKLIST : NON-RESIDENTIAL
CG 1.2 CAL GREEN CHECKLIST : NON-RESIDENTIAL
CG 1.3 CAL GREEN CHECKLIST : NON-RESIDENTIAL



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GABRIEL-ARCHITECTS.COM

PASO ROBLES OFFICE
530 10TH STREET
PASO ROBLES, CA 93446
805 238 9600



JOB COPY

COUNTY OF SLO PLANNING AND BUILDING
REVIEWED FOR CODE COMPLIANCE
by Matt Wenzel
CSD2022-00021 Date: 7/18/24
The approval of these plans shall not permit violations of county or state laws. The County may revoke this permit or require corrections if they are in error. These approved plans shall be made available when inspections are requested. All changes must be approved.

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER 24-400.01

NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	06-14-2024
△		
△		
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△		

DRAWN BY AV CHECKED BY LG/JDB

SHEET CONTENTS

TITLE SHEET
+ PROJECT DATA

SHEET NUMBER

TS 1.0



Sec.: 4
Ill.: 58

FEDERAL PREEMPTION

Skyline manufactured homes are designed and constructed in accordance with the Federal Manufactured Home Construction and Safety Standards (MHCSS) of the US Department of Housing and Urban Development (24 CFR Part 3280, commonly referred to as the HUD Code) in effect on the date of manufacture. Furthermore, Skyline manufactured homes are inspected in the factory by an independent third party inspector as required by the Federal Manufactured Home Procedural and Enforcement Regulations (MHPER) of the US Department of Housing and Urban Development (24 CFR Part 3282). Because the HUD Code is a federal building code it supersedes and preempts state and local codes covering the same aspects of construction. See 3282.11 for more information.

Manufacturer Contact Information:

Skyline Corporation
P.O. Box 743
Elkhart, IN 46515
Phone: (574) 294-6521
Website: www.skylinehomes.com

HUD LABEL INFORMATION

The Certification Label (also known as a HUD label or tag) is a permanent label that is attached to each transportable section of each manufactured home. The label is approximately 2"x4" in size and is permanently attached to the manufactured home by means of 4 blind rivets, drive screws, or other means that render it difficult to remove without defacing it. It shall be etched on 0.32 inch thick aluminum plate. The label number shall be etched or stamped with a 3 letter designation which identifies the production agency and which the Secretary shall assign. Each label shall be marked with a 6 digit number which the label supplier shall furnish. The labels shall be stamped with numbers sequentially. This label is evidence of the manufactured home's compliance with the Federal Manufactured Home Construction and Safety Standards (MHCSS).

DATA PLATE INFORMATION

The Data Plate is a label affixed in a permanent manner inside the home and is the size of a standard sheet of paper (8-1/2" x 11"). The Data Plate is located near the main electrical panel, inside a kitchen cabinet or inside a bedroom closet. The Data Plate will contain:

- a) The name and address of the manufacturing plant in which the manufactured home was manufactured.
 - b) The serial number and model designation of the unit, and the date the unit was manufactured.
 - c) The Statement: This manufactured home is designed to comply with the Federal Manufactured Home Construction and Safety Standards in force at the time of manufacture.
 - d) A list of the certification label number(s) that are affixed to each transportable manufactured section under 3280.8.
 - e) A list of major factory-installed equipment, including the manufacturer's name and the model designation of each appliance.
 - f) Reference to the roof load zone and wind load zone for which the home is designed and duplicated of the maps as set forth in 3280.305(c). This information may be combined with the heating/cooling certificate and insulation zone map required by 3280.510 and 3280.511.
- The Data Plate is further evidence of the manufactured home's compliance with the Federal Manufactured Home Construction and Safety Standards.

SETUP AND LOCAL JURISDICTIONS

Skyline Corporation provides detailed instructions for proper home on-site setup. Foundation construction and setup inspections are typically under the scope of the local authority having jurisdiction (State or local authorities). Contact your State Administrative Agency (SAA) for more information.



Skyline Homes
230 WIBCO Parkway
Suite 200 (46516-3574)
P.O. Box 743
Elkhart, Indiana 46515-0743
574-294-6521

March 19, 2024

Mr. Jonathan Braddy
Gabriel Architects
530 10th Street
Paso Robles, CA 93446

Dear Mr. Braddy,

This letter is in response to our March 18 and 19 e-mail conversation. That conversation concerned a manufactured home that was built at the Skyline Homes facility located in Woodland, CA. That manufactured home is to be sited in San Luis Obispo County California. It is my understanding the County Department of Planning & Building is requesting calculations as part of a plan review process.

The home in question is built to the Federal Manufactured Home Construction and Safety Standards (MHCSS - 24 CFR 3280), more commonly known as the HUD Code. The HUD Code is a federal building code that preempts all state and local building codes covering the same aspects of construction. Homes built to the HUD code have already been plan reviewed by an independent 3rd party agency. Skyline Home's 3rd party agency is PFS/TECO. PFS/TECO is also a State of California recognized 3rd party agency. PFS/TECO also performs in-plant inspections at the Woodland, CA plant to assure compliance with the approved plans.

The Manufactured Home Procedural and Enforcement Regulations (MHPER - 24 CFR 3282) part 3282.11 clearly describes the preemption status of the MHCSS. I have included a copy of this section with this letter. If there are additional questions concerning the MHCSS and how that affects state and local authorities, you may wish to contact the State of California State Administrative Agency. Contact information for the California SAA is as follows:

John J. Westfall, District Representative II
Department of Housing and Community Development
Manufactured and Factory-Built Housing Programs
9342 Tech Center Dr., Suite 500
Sacramento, CA 95826
PH: (916) 263-7430
FAX: (916) 263-4713
Email: john.westfall@hcd.ca.gov

Also, tested structural components that meet the proof load test must have a design factor of 1.75. Tested structural components meeting the ultimate load test have a design factor of 2.5. See 24 CFR 3280.401 for additional information.

I trust this information will meet your needs. Feel free to contact me if you require further information.

Sincerely,

Jeffrey T. Legault, PE
Director - Product Development & Engineering

Enclosure

CC: Roger Carignan (237)
File

Bringing America Home. Bringing America Fun.



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PASO ROBLES OFFICE
530 10TH STREET
PASO ROBLES, CA 93446
805.238.6600

STAMP



CONSULTANT

U.S. Department of Housing and Urban Development Preemption Authority

The Manufactured Home Construction and Safety Standards—the federal building code for manufactured home construction—preempt state and local building codes. Federal law clearly states that, “whenever a federal manufactured home construction and safety standard established under [the National Manufactured Housing Construction and Safety Standards Act] is in effect, no state or political subdivision of a state shall have any authority either to establish, or to continue in effect, with respect to any manufactured home covered, any standard regarding the construction or safety applicable to the same aspect of performance of such manufactured home, which is not identical to the federal manufactured home construction and safety standard.” Simply put, Congress intended for the federal building code to preempt regulations promulgated by state and local jurisdictions. Further, this preemption, “shall be broadly and liberally construed to ensure that disparate state or local requirements or standards do not affect the uniformity and comprehensiveness of the [federal] standards.”¹²

HUD has confirmed that state and local building codes, including other similar construction requirements, cannot conflict with the Manufactured Home Construction and Safety Standards. The HUD Code explains, “no state manufactured home standard regarding manufactured home construction and safety, which covers aspects of the manufactured home governed by the federal standards, shall be established or continue in effect . . . unless it is identical to the federal standards.”¹³ Further, “no state or locality may establish or enforce any rule or regulation or take any action that stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.”¹⁴

HUD has issued a policy statement regarding state and local restrictions that discriminate against manufactured housing. In 1997, under authority from the National Manufactured Housing Construction and Safety Standards Act, HUD issued its “Statement of Policy 1997-1 State and Local Zoning Determinations Involving HUD Code.”¹⁵ This policy statement summarizes HUD’s position concerning federal preemption and certain zoning and/or planning decisions made by state or local governments. In its statement, HUD clarifies, “if a locality is attempting to regulate and even exclude certain manufactured homes through zoning enforcement that is based solely on a construction and safety code different than that prescribed by the [National Manufactured Housing Construction and Safety Standards] Act, the locality is without authority to do so.”¹⁶

¹ 42 U.S.C. § 5403(d).
² *Id.*
³ 24 C.F.R. § 3282.11(g).
⁴ *Id.* at 3282.11(d).
⁵ 62 Fed. Reg. 24337 (May 5, 1997).
⁶ *Id.* at 24337.

1655 Fort Myer Drive, Suite 200, Arlington, VA 22209
(703) 558-0400 | info@mfghome.org
www.manufacturedhousing.org

24 CFR Part 3282 (up to date as of 3/15/2024)
Manufactured Home Procedural and Enforcement Regulations

24 CFR 3282.9

§ 3282.9 Computation of time.

- (a) In computing any period of time prescribed by the regulations in this part, refer to § 26.16(a) of this title.
- (b) Extensions of any of the time periods set out in these regulations may be granted by the Secretary or, as appropriate, by a State Administrative Agency, upon a showing of good cause by the party governed by the time period.

[42 FR 2580, Jan. 12, 1977, as amended at 61 FR 10859, Mar. 15, 1996]

§ 3282.10 Civil and criminal penalties.

Link to an amendment published at 89 FR 13617, Feb. 23, 2024.

Failure to comply with these regulations may subject the party in question to the civil and criminal penalties provided for in section 611 of the Act, 42 U.S.C. 5410. The maximum amount of penalties imposed under section 611 of the Act shall be \$3,446 for each violation, up to a maximum of \$4,307,160 for any related series of violations occurring within one year from the date of the first violation.

[88 FR 9749, Feb. 15, 2023]

§ 3282.11 Preemption and reciprocity.

- (a) No State manufactured home standard regarding manufactured home construction and safety which covers aspects of the manufactured home governed by the Federal standards shall be established or continue in effect with respect to manufactured homes subject to the Federal standards and these regulations unless it is identical to the Federal standards.
- (b) No State may require, as a condition of entry into or sale in the State, a manufactured home certified (by the application of the label required by § 3282.362(c)(2)(i)) as in conformance with the Federal standards to be subject to State inspection to determine compliance with any standard covering any aspect of the manufactured home covered by the Federal standards. Nor may any State require that a State label be placed on the manufactured home certifying conformance to the Federal standard or an identical standard. Certain actions that States are permitted to take are set out in § 3282.303.
- (c) States may participate in the enforcement of the Federal standards enforcement program under these regulations either as SAAs or PIAs or both. These regulations establish the exclusive system for enforcement of the Federal standards. No State may establish or keep in effect through a building code enforcement system or otherwise, procedures or requirements which constitute systems for enforcement of the Federal standards or of identical State standards which are outside the system established in these regulations or which go beyond this system to require remedial actions which are not required by the Act and these regulations. A State may establish or continue in force consumer protections, such as warranty or warranty performance requirements, which respond to individual consumer complaints and so do not constitute systems of enforcement of the Federal standards, regardless of whether the State qualifies as an SAA or PIA.

24 CFR 3282.11(c) (enhanced display)

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24 CFR Part 3282 (up to date as of 3/15/2024)
Manufactured Home Procedural and Enforcement Regulations

24 CFR 3282.12(d)

- (d) No State or locality may establish or enforce any rule or regulation or take any action that stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress. The test of whether a State rule or action is valid or must give way is whether the State rule can be enforced or the action taken without impairing the Federal superintendence of the manufactured home industry as established by the Act.

[42 FR 2580, Jan. 12, 1977, as amended at 56 FR 65186, Dec. 16, 1991; 61 FR 10859, Mar. 15, 1996]

§ 3282.12 Excluded structures—modular homes.

- (a) The purpose of this section is to provide the certification procedure authorized by section 604(h) of the National Manufactured Housing Construction and Safety Standards Act under which modular homes may be excluded from coverage of the Act if the manufacturer of the structure elects to have them excluded. If a manufacturer wishes to construct a structure that is both a manufactured home and a modular home, the manufacturer need not make the certification provided for by this section and may meet both the Federal manufactured home requirements and any modular housing requirements. When the certification is not made, all provisions of the Federal requirements shall be met.
- (b) Any structure that meets the definition of *manufactured home* at 24 CFR 3282.7(u) is excluded from the coverage of the National Manufactured Housing Construction and Safety Standards Act, 42 U.S.C. 5401 et seq., if the manufacturer certifies as prescribed in paragraph (c) of this section that:
 - (1) The structure is designed only for erection or installation on a site-built permanent foundation;
 - (i) A structure meets this criterion if all written materials and communications relating to installation of the structure, including but not limited to designs, drawings, and installation or erection instructions, indicate that the structure is to be installed on a permanent foundation.
 - (ii) A site-built permanent foundation is a system of supports, including piers, either partially or entirely below grade which is:
 - (A) Capable of transferring all design loads imposed by or upon the structure into soil or bedrock without failure,
 - (B) Placed at an adequate depth below grade to prevent frost damage, and
 - (C) Constructed of concrete, metal, treated lumber or wood, or grouted masonry; and
 - (2) The structure is not designed to be moved once erected or installed on a site-built permanent foundation;
 - (i) A structure meets this criterion if all written materials and communications relating to erection or installation of the structure, including but not limited to designs, drawings, calculations, and installation or erection instructions, indicate that the structure is not intended to be moved after it is erected or installed and if the towing hitch or running gear, which includes axles, brakes, wheels and other parts of the chassis that operate only during transportation, are removable and designed to be removed prior to erection or installation on a site-built permanent foundation; and
 - (3) The structure is designed and manufactured to comply with the currently effective version of one of the following:
 - (i) One of the following nationally recognized building codes:

24 CFR 3282.12(b)(3)(i) (enhanced display)

page 12 of 86

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER

24-400.01

NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	06-14-2024
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SHEET CONTENTS

FEDERAL MH
CONSTRUCTION STANDARDS

SHEET NUMBER

TS 1.2



For a permitted project requiring special inspection, per California Building Code (CBC) Section 1704

Project Address: _____ Permit No.: _____

BEFORE A PERMIT CAN BE ISSUED, two (2) copies of this agreement shall be completed and submitted to the building official by the owner or the registered design professional in responsible charge acting as the owner's agent and shall include the **required acknowledgments**. A preconstruction conference with the parties involved may be required to review the special inspection requirements and procedures. The Statement Of Required Special Inspections imprinted on a sheet of the project plans shall be considered a part of this agreement.

APPROVAL OF SPECIAL INSPECTORS: Special inspectors may have no financial interest in projects for which they provide special inspection. Special inspectors shall be approved by the building official prior to performing any duties. Special inspectors shall submit their qualifications and are subject to personal interviews for prequalification. Special inspectors shall display approved identification, as stipulated by the building official, when performing the function of special inspector.

Special inspection and testing shall meet the minimum requirements of Sections 1704 and 1705 of the California Building Code. The following conditions are also applicable:

Duties and Responsibilities of the Special Inspector

- Special inspectors shall review approved plans and specifications for special inspection requirements. Special inspectors will comply with the special inspection requirements found in the Statement of Special Inspections, including work and materials.
- Special inspectors shall notify contractor personnel of their presence and responsibilities at the job site.
- Special inspectors shall inspect all work according to the Statement Of Required Special Inspections for which they are responsible for determining compliance with the building department-approved (stamped) plans and specifications, and the applicable provisions of Section 1704 of the CBC.
- Special inspectors shall bring all nonconforming items to the immediate attention of the contractor. If any such item is not resolved in a timely manner or is about to be incorporated into the work, the design professional in responsible charge and the building official should be notified immediately and the item noted in the special inspectors written report (see Section 1704.2.4). The building official may require this report to be posted in a conspicuous place on the job site. The special inspector should include in the report, as a minimum, the following information about each nonconforming item:
 - Description and exact location
 - Reference to applicable detail of approved plans/specifications

Statement Of Special Inspection Agreement

- Name and title of each individual notified and method of notification
 - Resolution or corrective action taken
- The special inspector shall complete written inspection reports for each inspection visit and provide the reports on a timely basis as determined by the building official. The special inspector or inspection agency shall furnish these reports directly to the building official and to the design professional in responsible charge as required by Section 1704.2.4. These reports should be organized on a daily format and may be submitted weekly at the option of the building official. In these reports, special inspectors should:
 - Describe inspections and tests made with applicable locations
 - Indicate nonconforming items (discrepancies) and how they were resolved
 - List unresolved items, parties notified, and time and method of notification
 - Itemize changes authorized by the design professional in responsible charge if not included in nonconforming items
 - Special inspectors or inspection agencies shall submit a final signed report to the building inspector stating that all items requiring special inspection and testing by the Statement Of Required Special Inspections were fulfilled and reported, and, to the best of their knowledge, conform to the approved plans and specifications (see Section 1704.2.4). Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e., missed inspections, periodic inspection when continuous was required, etc.) shall be specifically itemized in this report.

Owner Responsibilities

The project owner, the design professional in responsible charge or an agent of the owner is responsible for funding special inspection services. Measures should be taken to ensure that the scope of work and duties of the special inspector as outlined in the Statement Of Required Special Inspections are not compromised. The special inspector/agency shall not be in the employ of the contractor, subcontractor or material supplier (see Section 1704.1). In the case of an owner/contractor, the special inspector/agency shall be employed as determined by the Building Official.

Registered Design Professional(s) in Responsible Charge

The design professional (architect, structural engineer) in responsible charge shall be a consenting party by written acknowledgment of the Statement Of Special Inspection Agreement. The duties and responsibilities of the design professional in responsible charge include the following:

- The Statement Of Required Special Inspections shall be prepared and imprinted on a sheet of the plan set submitted with the permit application, and shall contain the following information:
 - Materials, systems, components and work required to have special inspection
 - Type and extent of each special inspection
 - Type and extent of each test



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GABRIEL-ARCHITECTS.COM
PASO ROBLES OFFICE
530 10TH STREET
PASO ROBLES, CA 93446
805.238.9300



CONSULTANT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER 24-400.01

NO.	DESCRIPTION	DATE
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SPECIAL INSPECTIONS

SHEET NUMBER

TS 1.3

Statement Of Special Inspection Agreement

- Special inspection of required seismic-resistant systems and components
 - Special inspection of required wind-resistant systems and components
- Respond to special inspector reports of uncorrected noncompliant items (discrepancies) and approve remedial measures.
 - Review shop drawings and submit revisions to approved plans. The design professional in responsible charge shall acknowledge and approve shop drawings that may detail structural information. The design professional shall submit to the building official and the special inspector/inspection agency written approval of any verbally approved deviations from the approved plans and shall submit revised plans for to the building official for approval.

Contractor Responsibilities

- Acknowledgement of awareness of the special requirements contained in the Statement Of Special Inspections.
- Acknowledgement that control will be exercised to obtain compliance with the construction documents approved by the building official.
- Establish procedures for exercising control within the contractor's organization, the method and frequency of reporting, and the distribution of the reports, and identify the person(s) exercising such control and their position(s) in the organization.
- Provide adequate notice to allow the special inspector time to become familiar with the project.
- Provide the special inspector access to approved plans.
- Provide, at the job site, all special inspection records submitted by the inspector for review by the building inspector upon request.

Building Department Responsibilities

- Review submittal documents for compliance with special inspection requirements as outlined in the Statement Of Required Special Inspections. The building official is charged with the legal authority to review the plans, specifications, special inspection program and other submittal documents for compliance with code requirements.
- Approve the fabricator(s) used for building components installed on-site.
- Approve the special inspection program submitted by the design professional in responsible charge (see Section 107.1) and may require a preconstruction conference to review the program with all applicable members of the construction team.
- Monitor special inspection activities at the job site to ensure that qualified special inspectors are performing their duties when work requiring special inspection is in progress.
- Issuance of stop work orders. The building official is recognized as having the authority to stop work at the job site.

Statement Of Special Inspection Agreement

- Approval to proceed. There are certain points of completion where work shall not proceed until approval by the building official has been given.
- Review inspection reports. The building official receives and reviews special inspection progress reports and final reports for compliance with the approved plans, specifications and provisions of the code.
- Perform final inspection. The building official will not perform the final inspection and approval for a project until the final special inspection report has been reviewed and approved.



ACKNOWLEDGMENTS

I have read and agree to comply with the terms and conditions of this agreement.

Note: Acceptance by the building official requires completion of all signature lines below. Where a special inspection agency is retained to provide multiple special inspection services, the agency may acknowledge this agreement without providing names of individual special inspectors and discipline. However, individual special inspectors shall be named and submitted to the Building Division representative attending the required preconstruction conference at the project site.

Scott Young Owner Name (printed)	<i>Scott Young</i> Owner Signature	06/05/2023 Date
LARRY A GABRIEL Architect Name (printed)	<i>Larry Gabriel</i> Architect Signature	06-13-2024 Date
Nicholas A McClure Soils Engineer Name (printed)	<i>Nicholas McClure</i> Soils Engineer Signature	05-30-2023 Date
Beacon Geotechnical, Inc. Special Inspection Agency Name (printed)	<i>Nicholas McClure</i> Agency Principal Signature	05-30-2023 Date
Cory McKay Soils Special Inspector Spec. Inspector Name/Discipline (printed)	<i>Cory McKay</i> Special Inspector Signature	05-30-2023 Date
Matt Costello Soils Special Inspector Spec. Inspector Name/Discipline (printed)	<i>Matt Costello</i> Special Inspector Signature	05-30-2023 Date
Greg McKay Soils Special Inspector Spec. Inspector Name/Discipline (printed)	<i>Greg McKay</i> Special Inspector Signature	05-30-2023 Date
Spec. Inspector Name/Discipline (printed)	Special Inspector Signature	Date
Accepted for the Building Division (Staff Name)		Date

EXHIBIT B - CONDITIONS OF APPROVAL
KELLER MINOR USE PERMIT / N-DRC2022-00031

Approved Development

This approval authorizes a Minor Use Permit for:

- Construction of a 1,166 square-foot (sf) mobile home to be utilized by San Miguel Fire Department to house Fire Fighters,
- 5,000 sf of parking
- 125 sf of landscaping
- Associated infrastructure for utilities

Conditions required to be completed at the time of permit application:

Access

1. At the time of application for construction permits, the applicant shall submit to the Department of Public Works plans, fees, and post a cash damage bond, to install improvements within the public right-of-way in accordance with Section 22.54.030 (Curbs, Gutters and Sidewalks) of the Land Use Ordinance and County Public Improvement Standards. The plans are to include, as applicable:
 - a. Street plan and profile for widening Mission Street to complete the project side of the subject property, and all neighboring properties in the same ownership as the project, to an A-3b urban street section with diagonal parking. The driveway shall be constructed to the B-3a driveway standard.
 - b. Pedestrian easements as necessary to contain all sidewalk, driveway and curb ramp improvements that extend beyond the existing right-of-way. Offers are to be recorded by separate document with the County Clerk upon review and approval by Public Works.
 - c. Drainage ditches, culverts, and other structures (if drainage calculations require).
 - d. Public utility plan, showing all existing utilities and installation of all new utilities to serve the site.
 - e. Tree removal/retention plan for trees to be removed and retained associated with the required public improvements. The plan shall be approved jointly with the Department of Planning and Building.
 - f. Traffic control plan for construction in accordance with the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

Drainage & Flood Hazard

2. At the time of application for construction permits, the applicant shall submit complete drainage plans for review and approval in accordance with Section 22.52.110 of the Land Use Ordinance.

3. At the time of application for construction permits, the applicant shall submit complete erosion and sedimentation control plan for review and approval in accordance with Section 22.52.120 of the Land Use Ordinance.
4. At the time of application for construction permits, the applicant shall demonstrate that the project construction plans are in conformance with their Stormwater Control Plan.

Stormwater Pollution Prevention Plan (SWPPP)

5. At the time of application for construction permits, if the project disturbs more than 1.0 acre or is part of a common plan of development, the applicant must enroll for coverage under California's Construction General Permit. Sites that disturb less than 1.0 acre must implement all required elements within the site's erosion and sediment control plan as required by San Luis Obispo County Codes.

Stormwater Control Plan (SWCP)

6. At the time of application for construction or grading permits, the applicant shall demonstrate whether the project is subject to post-construction stormwater requirements by submitting a Stormwater Control Plan application or Stormwater Post Construction Requirements (PCRs) Waiver Request Form.
 - a. The applicant must submit a SWCP for all regulated projects subject to Performance Requirement #2 and above. The SWCP must be prepared by an appropriately licensed professional and submitted to the County for review and approval. Applicants must utilize the County's latest SWCP template.
 - b. If post-construction stormwater control measures (SCMs) are proposed, the applicant must submit a draft Stormwater Operations and Maintenance Plan for review by the County. The plan must consist of the following Planning & Building Department forms:
 1. Structural Control Measure Description (Exhibit B)
 2. Stormwater System Contact Information
 3. Stormwater System Plans and Manuals
 - c. If applicable, following approval by the County, the applicant shall record with the County Clerk-Recorder the Stormwater Operation and Maintenance Plan and an agreement or provisions in the CCRs for the purpose of documenting on-going and permanent storm drainage control, management, treatment, inspection and reporting.
7. Prior to acceptance of the improvements (if applicable), the Stormwater Operations and Maintenance plan and General Notice must be updated to reflect as-built changes, approved by the County, and re-recorded with the County Clerk-Recorder as amendments to the original document.

Fire Safety

8. At the time of application for construction permits, all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code in effect at time of application.

Environmental Site Assessment

9. Prior to application for construction permits, The Applicant shall obtain a certified Phase 2 Environmental Site Assessment (ESA) for all parcels which development occurs. Any recommendations made by the ESA must be included in the submittal for any grading or construction applications.

Site Design

10. At the time of application for construction permits, and as part of the landscaping plan, the applicant shall demonstrate compliance with the San Miguel Community Plan standards for street trees. Street trees are required with all new development at a ratio of one tree for each 30 feet of street frontage. Trees shall be selected from the San Miguel Master Tree List, Appendix C of the San Miguel Community Plan.

Conditions to be completed prior to permit issuance:

Fees

11. Prior to the issuance of construction permits, and in accordance with Title 13.01 of the County Code, the applicant must pay to the Department of Public Works the San Miguel Road Improvement Fee based on the latest adopted area fee schedule and 0.94 peak hour trips as estimated based on the project description. The estimated fee is \$5,990 (\$6,372/PHT x 0.94 PHT).
The applicant shall be responsible for paying to the Department of Public Works the San Miguel Road Improvement Fee consistent with the approved fee schedule at the time of issuance of building permit, or within 30 days of land use permit approval if no building permit is required. In accordance with Government Code section 66020(d)(1), the County provides notice to the applicant that the 90-day approval period in which the applicant may protest imposition of the Road Improvement Fee has begun.

Conditions required to be completed prior to the start of construction:

Access

12. Prior to commencing permitted activities, all work in the public right-of-way must be constructed or reconstructed to the satisfaction of the Public Works Inspector and in accordance with the County Public Improvement Standards; the project conditions of approval, including any related land use permit conditions; and the approved improvement plans.

Conditions required to be completed during construction:

13. In the event archaeological resources are unearthed or discovered during any construction activities, the following standards apply:
 - a. Construction activities shall cease, and the Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist, and disposition of artifacts may be accomplished in accordance with state and federal law.
 - b. In the event archeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner shall be notified in addition to the Department so proper disposition may be accomplished.

Conditions required to be completed prior to the acceptance of improvements:

Drainage & Flood Hazard

14. Prior to acceptance of the improvements (if applicable), the Stormwater Operations and Maintenance plan and General Notice must be updated to reflect as-built changes, approved by the County, and re-recorded with the County Clerk-Recorder as amendments to the original document.

Conditions required to be completed prior to occupancy or final building inspection/establishment of the use:

Fire Safety

15. Prior to occupancy or final inspection, whichever occurs first, the applicant shall obtain final inspection and approval from CAL FIRE/County Fire of all required fire and life safety measures.

On-going conditions of approval (valid for the life of the project):

16. This land use permit is valid for a period of 24 months from its effective date unless time extensions are granted pursuant to Land Use Ordinance Section 22.64.070 or the land use permit is considered vested. This land use permit is considered to be vested once a construction permit has been issued and substantial site work has been completed. Substantial site work is defined by Land Use Ordinance Section 22.64.080 as site work progressed beyond grading and completion of structural foundations; and construction is occurring above grade.

17. All conditions of this approval shall be strictly adhered to, within the timeframes specified, and in an on-going manner for the life of the project. Failure to comply with these conditions of approval may result in an immediate enforcement action by the Department of Planning and Building. If it is determined that violation(s) of these conditions of approval have occurred, or are occurring, this approval may be revoked pursuant to Section 22.74.160 of the Land Use Ordinance.

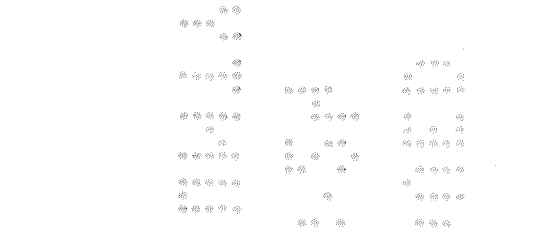
Access

18. On-going condition of approval (valid for the life of the project), and in accordance with County Code Section 13.08, no activities associated with this permit shall be allowed to occur within the public right-of-way including, but not limited to, project signage, tree planting, fences, etc., without a valid encroachment permit issued by the Department of Public Works.

19. On-going condition of approval (valid for the life of the project), the property owner shall be responsible for operation and maintenance of public road frontage sidewalks, landscaping, maintaining County driveway sight distance standards and pedestrian amenities in a viable condition and on a continuing basis into perpetuity.



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PASO ROBLES, CA 93446
805.238.9500



CHECKLIST

PROJECT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN: 021-221-015 & -016

PROJECT NUMBER: 24-400.01

NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	06-14-2024
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SHEET CONTENTS

CONDITIONS OF APPROVAL

SHEET NUMBER

TS 1.4

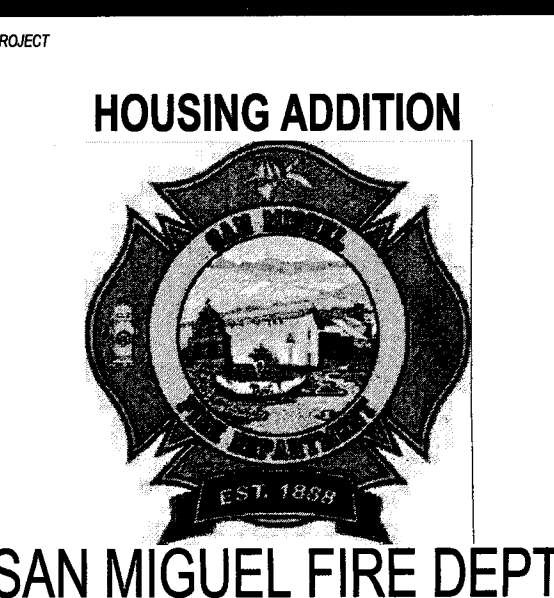


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 PASO ROBLES OFFICE
 530 10TH STREET
 PASO ROBLES, CA 93446
 805.238.0000



CONSULTANT
WSC
 805 AEROVISTA PLACE, SUITE 201
 SAN LUIS OBISPO, CA 93401
 PHONE: (805) 457-8833
 FAX: (805) 888-2764



SAN MIGUEL FIRE DEPT.
 1144 MISSION STREET
 SAN MIGUEL, CA 93451
 APN : 021-221-016, 021-221-015

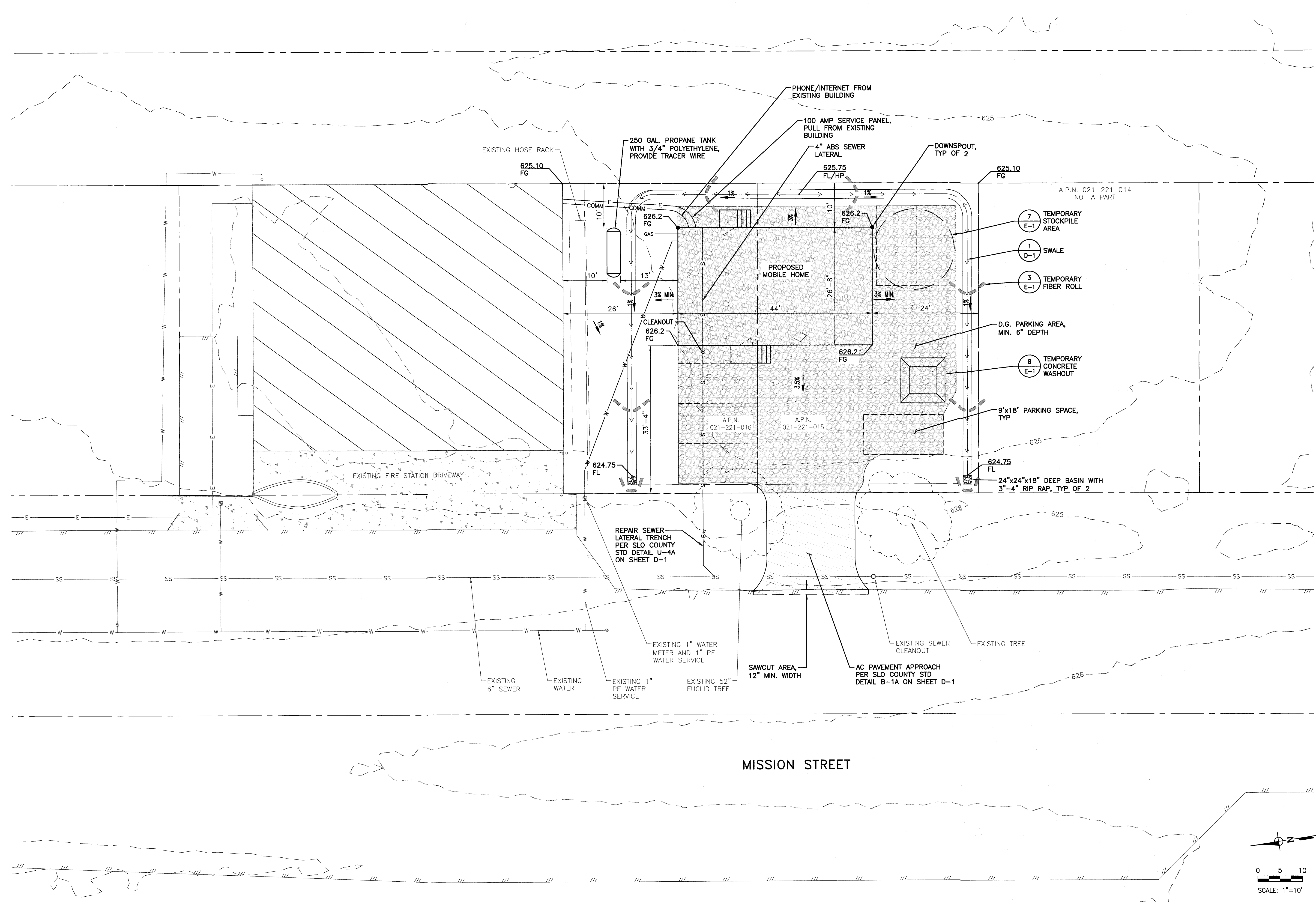
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NO.	DESCRIPTION	DATE
1	PC04 RESUBMITTAL SET	04-11-2024

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 CHECKED BY: HEF

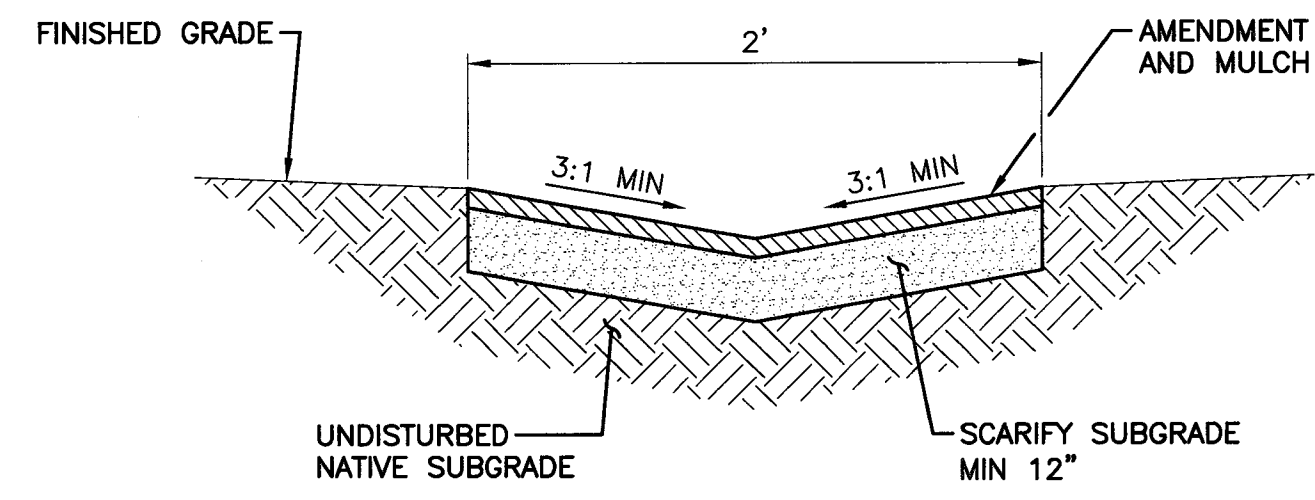
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SHEET NUMBER: C-1

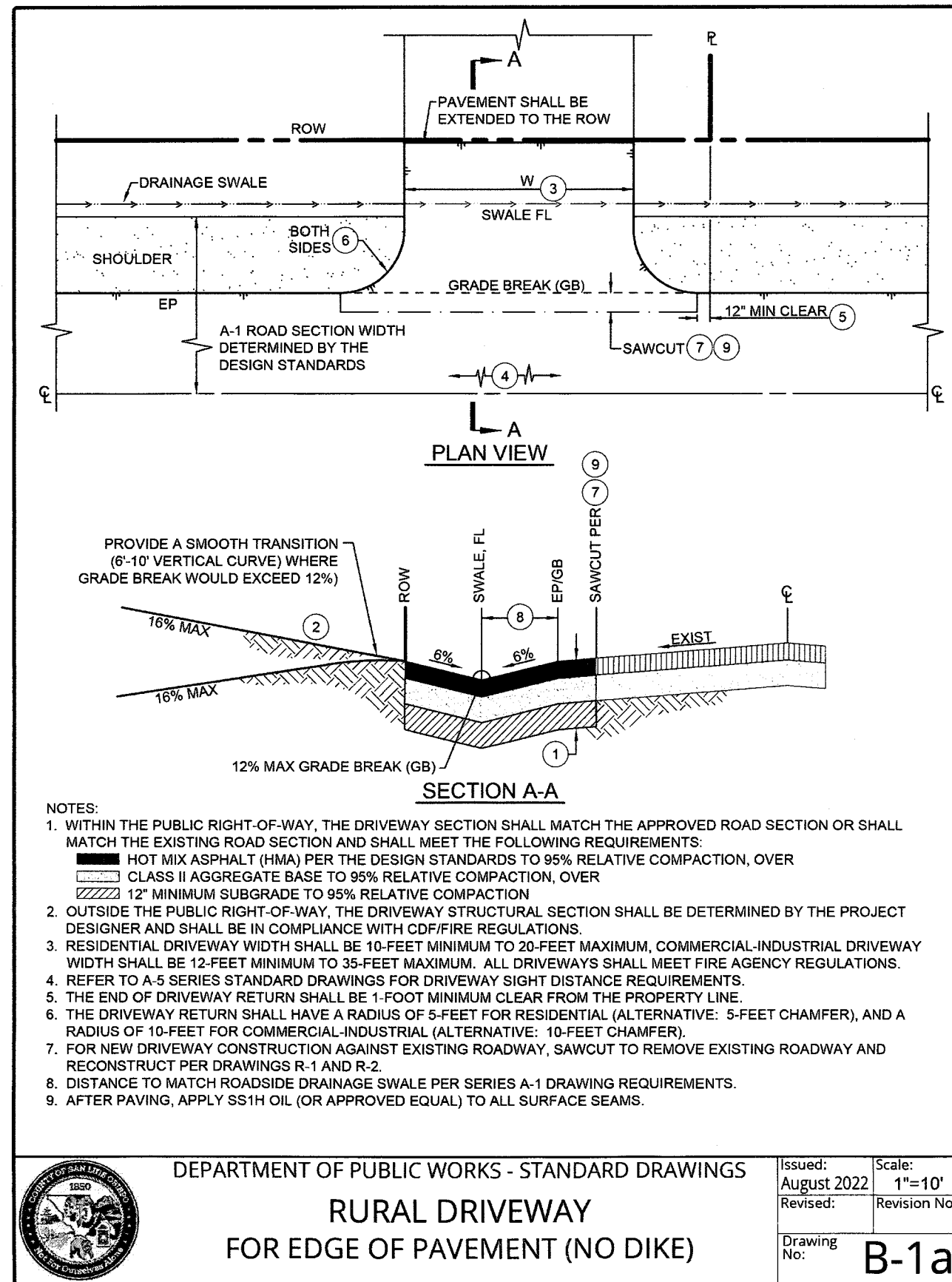


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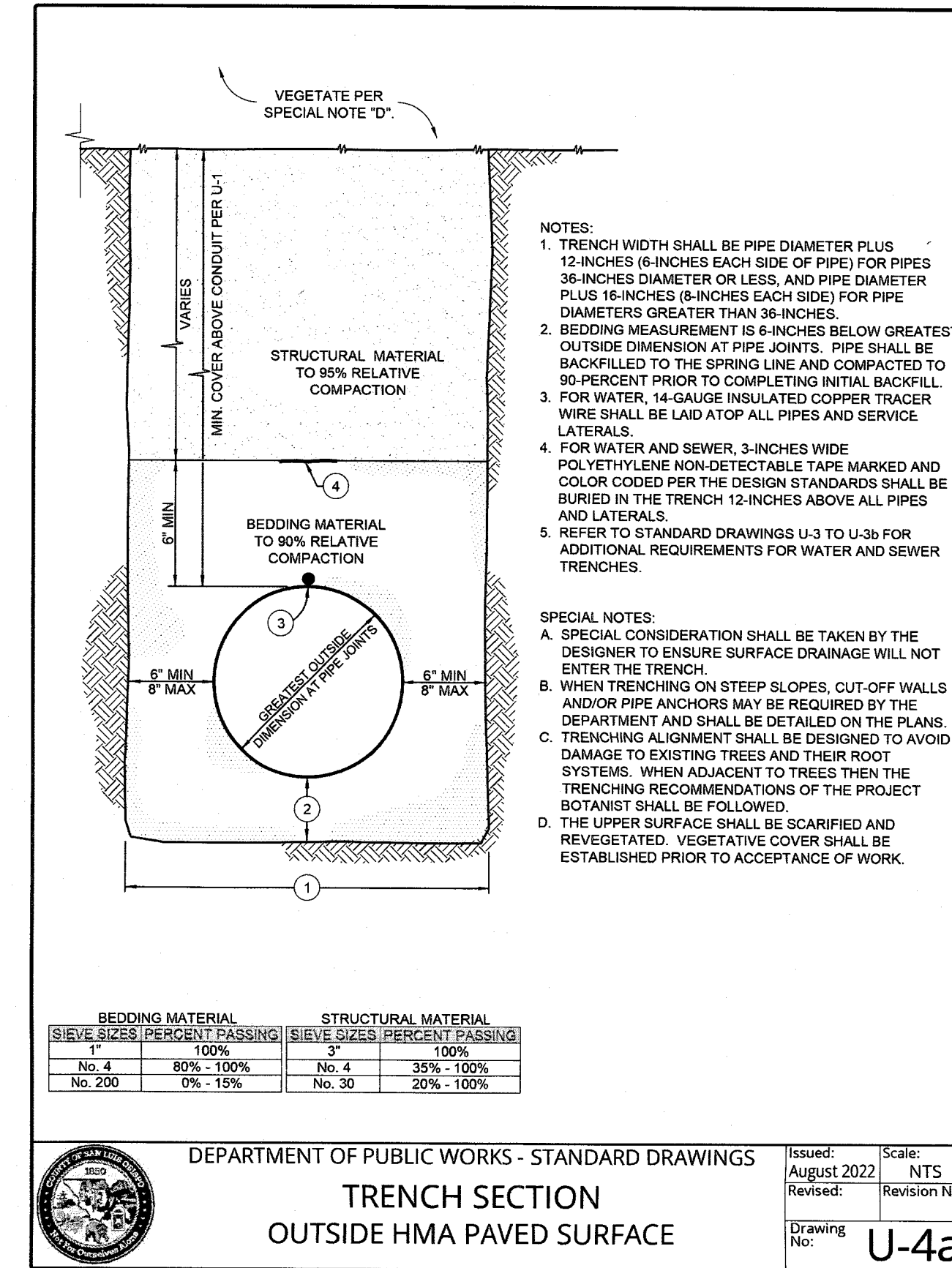


INFILTRATION SWALE DETAIL
SCALE: NTS



DEPARTMENT OF PUBLIC WORKS - STANDARD DRAWINGS
**RURAL DRIVEWAY
FOR EDGE OF PAVEMENT (NO DIKE)**

Issued: August 2022
Revised:
Scale: 1"=10'
Revision No:
Drawing No: **B-1a**



DEPARTMENT OF PUBLIC WORKS - STANDARD DRAWINGS
**TRENCH SECTION
OUTSIDE HMA PAVED SURFACE**

Issued: August 2022
Revised:
Scale: NTS
Revision No:
Drawing No: **U-4a**



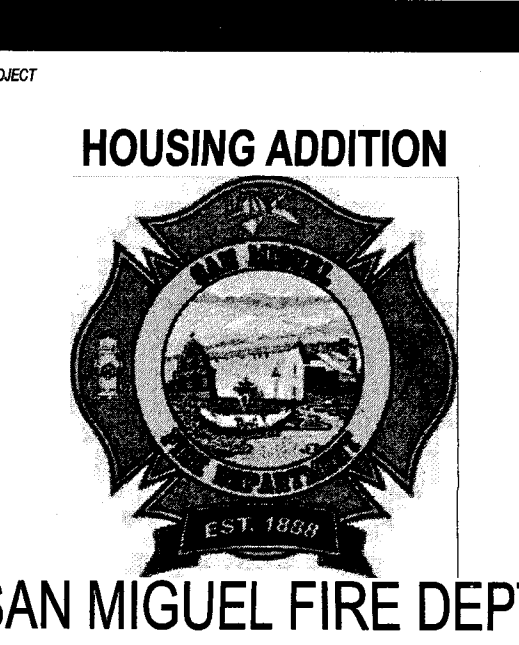
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GABRIEL ARCHITECTS.COM
PASO ROBLES OFFICE
530 10TH STREET
PASO ROBLES, CA 93446
805.238.5630



CONSULTANT

WSC
805 AEROVISTA PLACE, SUITE 201
SAN LUIS OBISPO, CA 93401
PHONE: (805) 457-8833
FAX: (805) 888-2764



1144 MISSION STREET
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△	PC04 RESUBMITTAL SET	04-11-2024

DRAWN BY: PMD
CHECKED BY: HEF

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DETAILS

SHEET NUMBER

D-1

FIBER ROLL EROSION CONTROL

FINE GRADE THE SUBGRADE BY HAND DRESSING WHERE NECESSARY TO REMOVE LOCAL DEVIATIONS AND TO REMOVE LARGER STONES OR DEBRIS THAT WILL INHIBIT FULL CONTACT OF THE FIBER ROLL WITH THE SUBGRADE.

PRIOR TO ROLL INSTALLATION, CONTOUR A CONCAVE KEY TRENCH 50 TO 100MM (2 - 4 INCHES) DEEP ALONG THE PROPOSED INSTALLATION ROUTE.

SOIL EXCAVATED IN TRENCHING SHOULD BE PLACED ON THE UPHILL OR FLOW SIDE OF THE ROLL TO PREVENT WATER FROM UNDERCUTTING THE ROLL.

PLACE FIBER ROLLS INTO THE KEY TRENCH AND STAKE ON BOTH SIDES OF THE ROLL WITHIN 3 FEET OF EACH END AND THEN EVERY 3 FEET WITH 1X2X23" STAKES.

STAKES ARE TYPICALLY DRIVEN IN ON ALTERNATING SIDES OF THE ROLL. WHEN MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE ABUTTED SECURELY TO ONE ANOTHER AND STAKED WITHIN 6" OF THE END OF THE ROLL TO PROVIDE A TIGHT JOINT, NOT OVERLAPPED.

ON SITE MATERIALS CONTROL

REDUCE AND/OR PREVENT CONTAMINANTS FROM ENTERING THE STORM WATER SYSTEM. USE WATER CONSERVATION PRACTICES.

SPILL AND SOLID WASTE CONTROL

CONTROL MAY REQUIRE A PERIODIC REMOVAL OF WASTE BY REMOVAL FROM JOB SITE TO PROPER DISPOSAL SITE. REDUCE DISCHARGE OF POLLUTANTS FROM SURFACING OPERATION.

HYDROSEEDING

ALL DISTURBED AREA WITH NO IMPROVEMENTS SHALL BE HYDROSEED AS A FINAL FINISH, AND MAY NEED STRAW MULCHING AND OR GEOTEXTILE MATTING TO ENSURE ADEQUATE VEGETATION ESTABLISHMENT AND COVERAGE.

DUST CONTROL

WATER SITE WHERE NEEDED AS OFTEN AS NECESSARY TO CONTROL DUST.

CLEANING AND MAINTAINING EQUIPMENT

IF THE EQUIPMENT CLEANING, FUELING AND MAINTENANCE IS TO BE PERFORMED ON SITE DESIGNATED AREA SHALL BE SET ASIDE.

SANITARY / SEPTIC WASTE CONTROL

PORTABLE TOILETS MUST BE AVAILABLE AND REGULARLY SERVICED.

BANK STABILIZATION

BANK STABILIZATION ACTIVITIES NECESSARY FOR EROSION PREVENTION PROVIDED THE ACTIVITY MEETS ALL THE FOLLOWING CRITERIA:

- A. NO MATERIAL IS PLACED MORE THAN THE MINIMUM NEEDED FOR EROSION PROTECTION;
- B. THE BANK STABILIZATION ACTIVITY IS LESS THAN 500' IN LENGTH;
- C. THE ACTIVITY WILL NOT EXCEED AN AVERAGE OF ONE CUBIC YARD PER RUNNING FOOT PLACED ALONG THE BANK BELOW THE PLANE OF THE ORDINARY HIGH WATER MARK OR THE HIGH TIDE LINE;
- D. NO MATERIAL IS PLACED IN ANY SPECIAL AQUATIC SITE, INCLUDING WETLANDS;
- E. NO MATERIAL IS OF THE TYPE, OR IS PLACED IN ANY LOCATION, OR IN ANY MANNER, TO IMPAIR SURFACE WATER FLOW INTO OR OUT OF ANY WETLAND AREA;
- F. NO MATERIAL IS PLACED IN A MANNER THAT WILL BE ERODED BY NORMAL OR EXPECTED HIGH FLOWS (PROPERLY ANCHORED TREES AND TREETOPS MAY BE USED IN LOW ENERGY AREAS); AND
- G. THE ACTIVITY IS PART OF A SINGLE AND COMPLETE PROJECT.

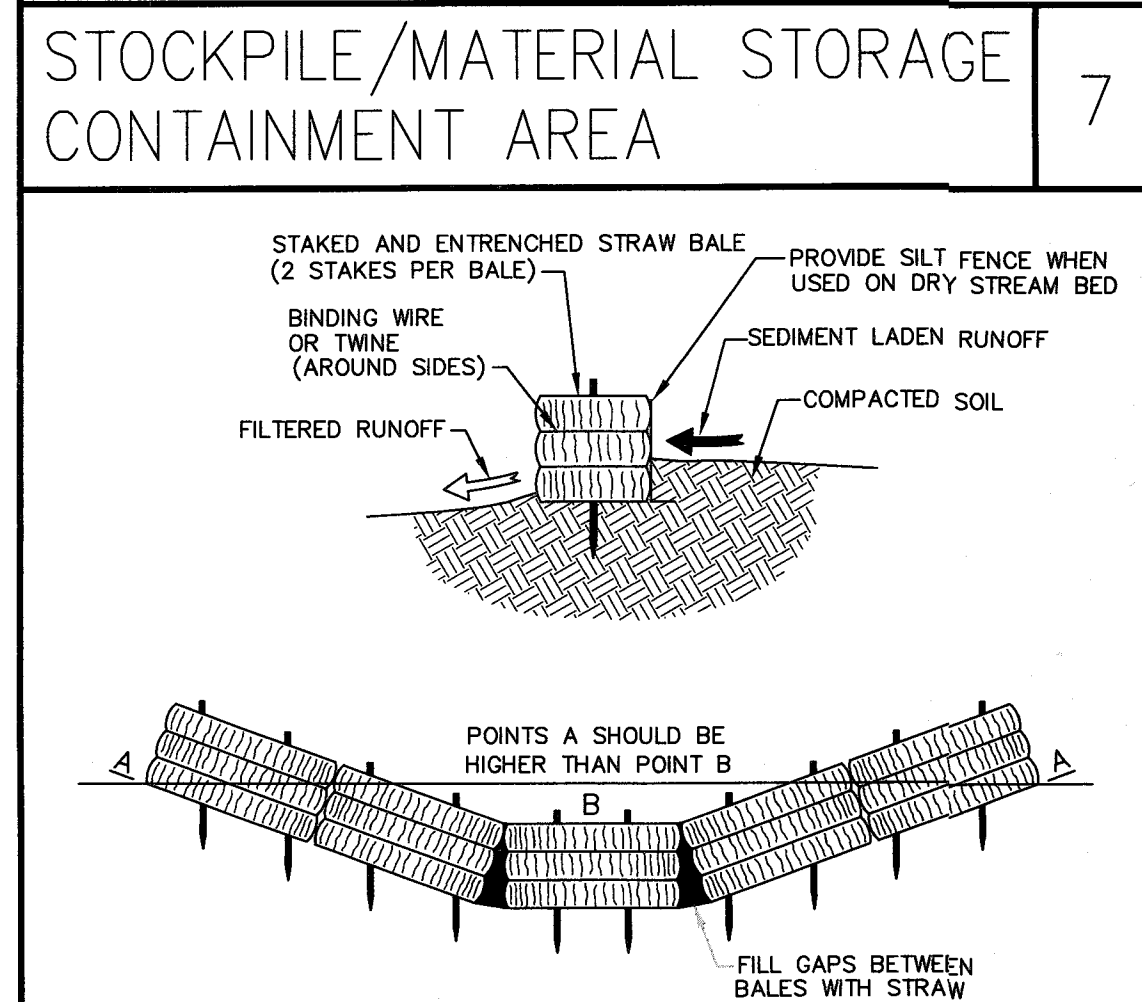
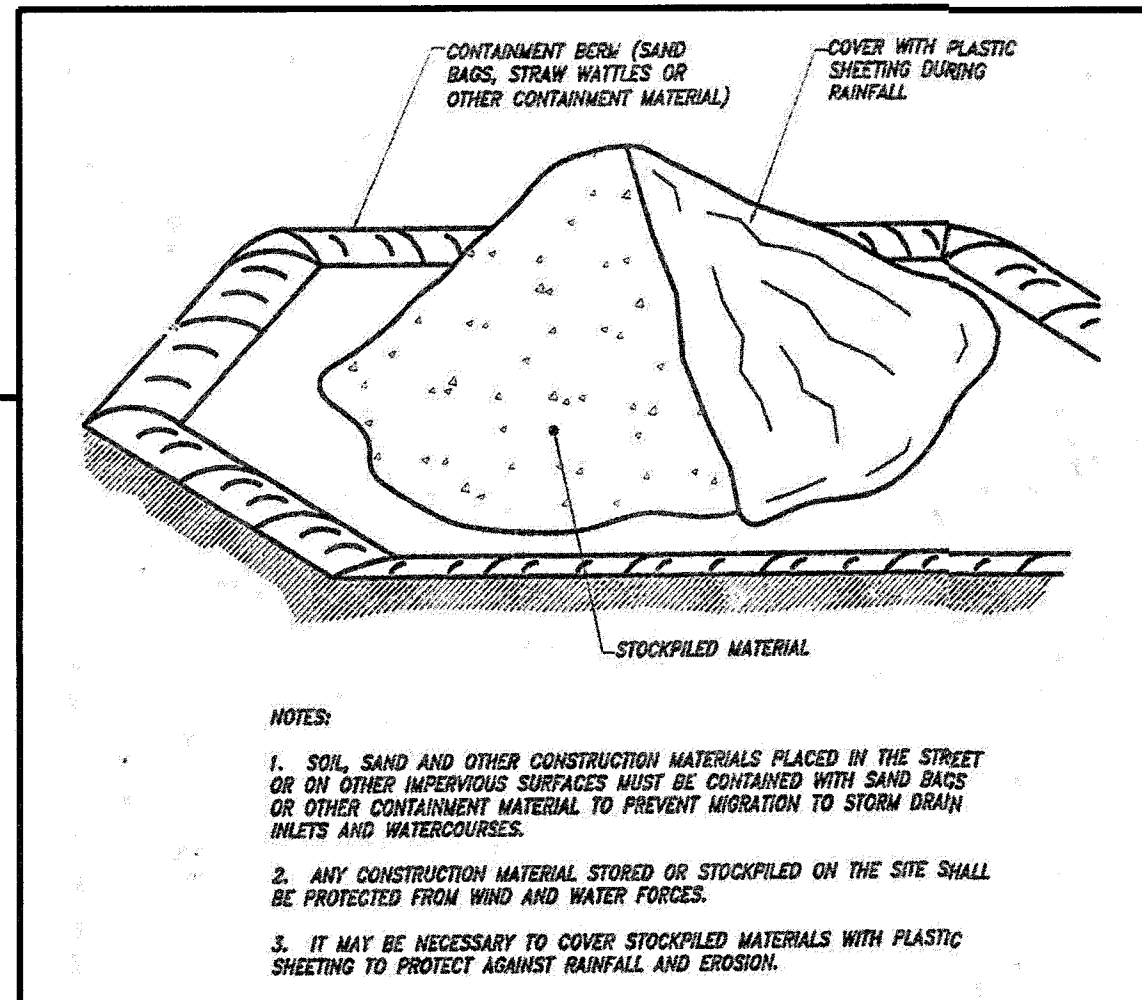
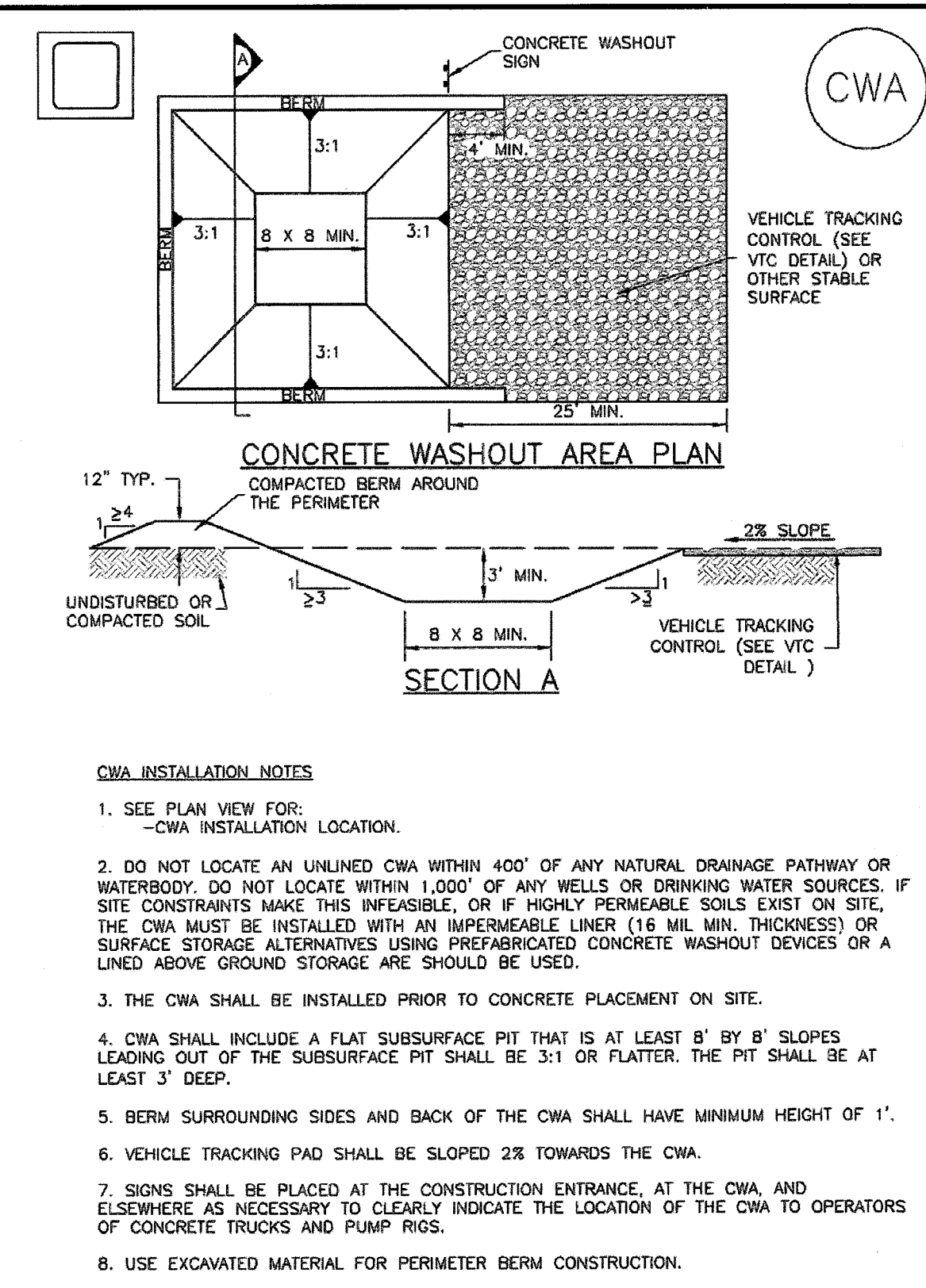
SEDIMENTATION AND EROSION CONTROL

- 1. EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE IN PLACE AND OPERABLE DURING THE RAINY SEASON, OCTOBER 15TH TO APRIL 15TH.
- 2. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY AND, IN ADDITION, JUST BEFORE AND AFTER EACH STORM.
- 3. ALL NEWLY CONSTRUCTED DRAIN INLETS SHALL BE PROTECTED WITH STRAW BALE SEDIMENT BARRIERS TO CATCH SEDIMENT AND FILTER RUN-OFF.
- 4. ALL GRADED SLOPES SHALL BE SEED OR PLANTED AS SOON AS IS PRACTICAL AND IRRIGATED AS NEEDED TO FACILITATE A GOOD BEGINNING GROWTH. SEED AND FERTILIZER WILL BE APPLIED HYDRAULICALLY OR BY HAND.
- 5. STRAW BALE BARRIERS PLACED AT ALL POINTS OF CONCENTRATED RUN-OFF SHALL REMAIN IN PLACE AS LONG AS GRADING OPERATIONS ARE UNDERWAY AND UNTIL NEW VEGETATION IS ESTABLISHED. STRAW BALES SHALL BE INSTALLED PER THE FOLLOWING REQUIREMENTS:
 - A) THE BARRIER SHOULD FOLLOW THE SLOPE CONTOUR.
 - B) PLACE BALES IN THE TRENCH WITH THEIR ENDS TIGHTLY ABUTTING OR OVERLAPPING. CORNER ABUTMENT IS NOT ACCEPTABLE. BALES TO BE SET IN 4" DEEP TRENCH.
 - C) ALL BALES MUST BE WIRE-BOUND. INSTALL BALES SO THAT BINDINGS ARE ORIENTED AROUND THE SIDES.
 - D) SECURELY ANCHOR EACH BALE BY DRIVING AT LEAST TWO STAKES THROUGH THE BALE. DRIVE THE FIRST STAKE IN EACH BALE TOWARD THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER. DRIVE THE STAKES AT LEAST ONE (1) FOOT INTO THE GROUND. USE 2X2" WOOD STAKES OR #4 REBAR STAKES.
 - E) FILL ANY GAPS BETWEEN BALES BY WEAVING LOOSE STRAW BETWEEN THE BALES.
 - F) INSPECT AND REPAIR OR REPLACE DAMAGED BALES PROMPTLY. STRAW BALES TYPICALLY DETERIORATE WITHIN 3 MONTHS WHEN WET. REMOVE THE STRAW BALES WHEN THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.

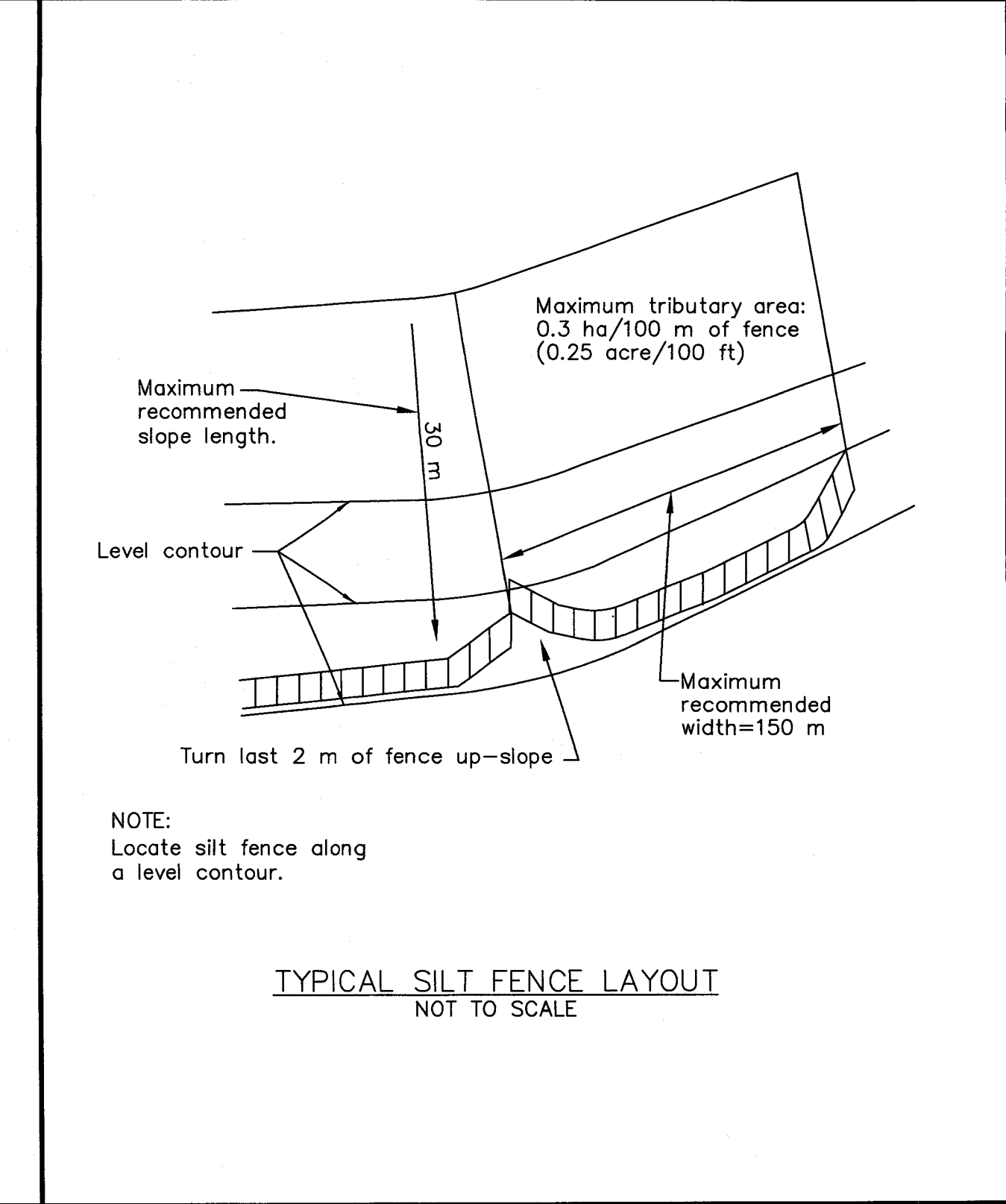
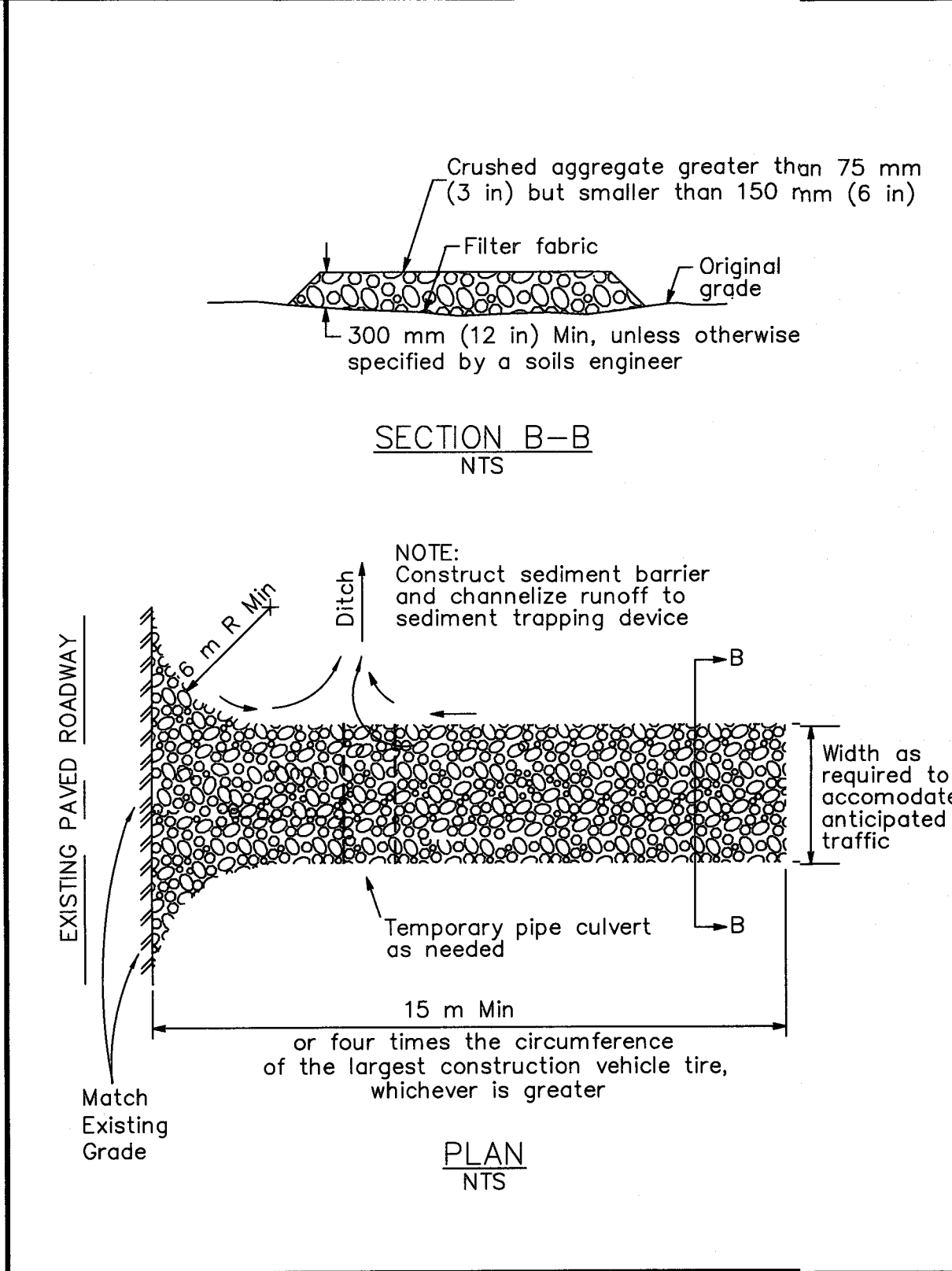
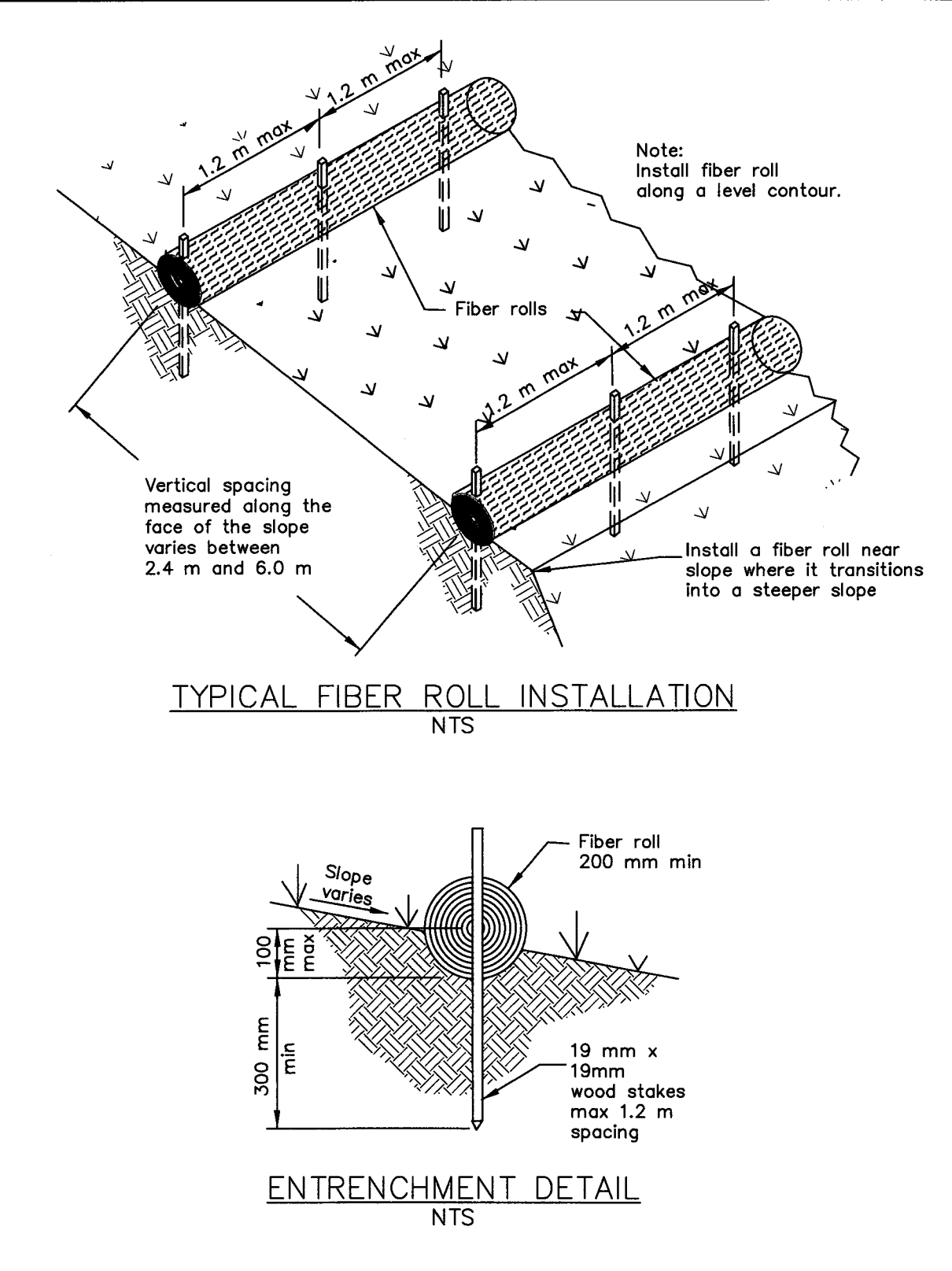
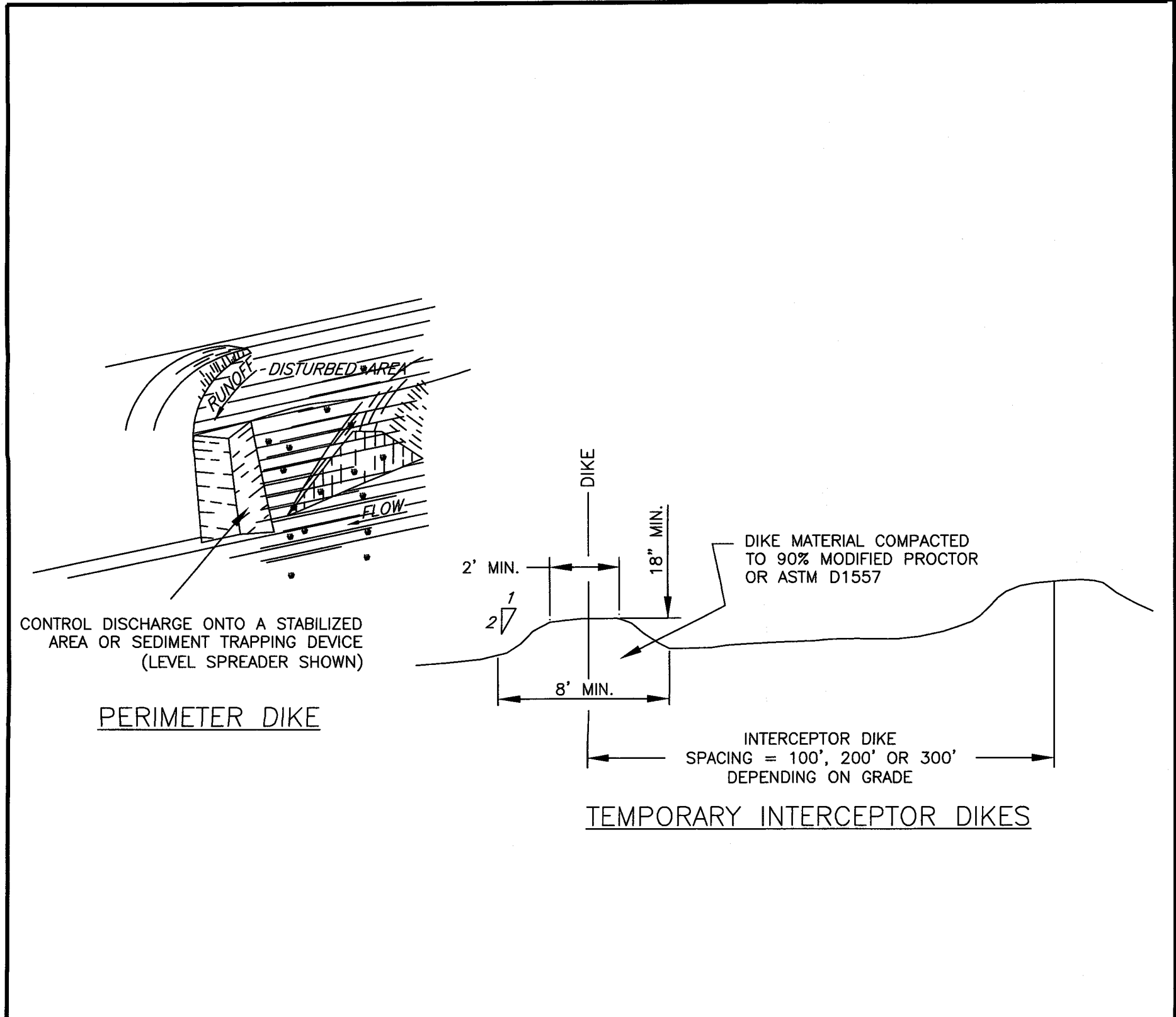
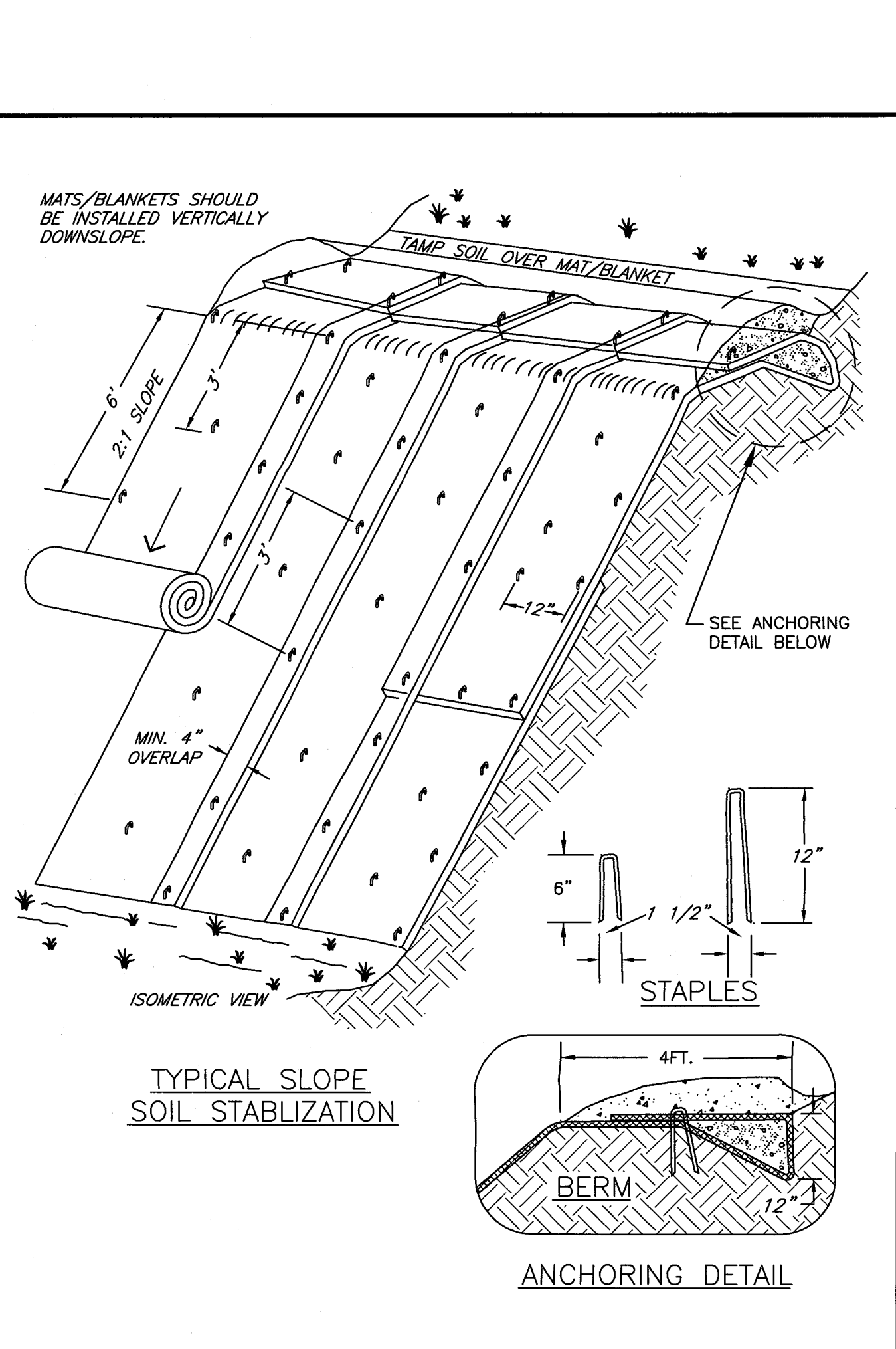
- 6. FIBER BLANKET SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND HYDRO SEEDING INSTALLED PER THE RECOMMENDATIONS OF THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS).
- 7. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN TO MEET FIELD CONDITIONS WILL BE MADE ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE ENGINEER.
- 8. DURING THE RAINY SEASON, ALL PAVED AREAS WILL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE WILL BE MAINTAINED SO THAT A MINIMUM OF SEDIMENT-LADEN RUN-OFF ENTERS THE STORM DRAINAGE SYSTEM. THIS PLAN COVERS ONLY THE FIRST WINTER FOLLOWING GRADING. PLANS SHALL BE RESUBMITTED FOR APPROVAL PRIOR TO SEPTEMBER 1ST OF EACH SUBSEQUENT YEAR UNTIL THE IMPROVEMENTS ARE ACCEPTED BY THE CITY. THE CONTRACTOR WILL INFORM ALL CONSTRUCTION SITE WORKERS ABOUT THE MAJOR PROVISIONS OF THE EROSION AND SEDIMENT CONTROL PLAN, AND SEEK THEIR COOPERATION IN AVOIDING THE DISTURBANCE OF THESE CONTROL MEASURES.
- 9. IF FIELD OR WEATHER CONDITIONS WARRANT, THE ENGINEER MAY REQUIRE EROSION AND SEDIMENTATION CONTROL IF NOT ORIGINALLY REQUIRED, OR MODIFICATION OF THE EROSION AND SEDIMENTATION CONTROL METHODS, PROCEDURES, OR DEVICES AFTER GRADING ACTIVITIES COMMENCE.
- 10. EXISTING VEGETATION IS TO BE PRESERVED AND PROTECTED FROM ALL CONSTRUCTION ACTIVITY TO ENSURE ITS SURVIVAL FOR SHADE, BEAUTIFICATION, AND EROSION CONTROL.
- 11. NECESSARY MEASURES SHALL BE TAKEN TO PREVENT SOIL AND MUD TRACKING ONTO THE STREET WHEN VEHICLES LEAVE THE CONSTRUCTION SITE.
- 12. CUT SLOPES OR AREAS SHALL BE PROTECTED WITH STRAW MAT, JUTE NETTING, HYDROSEEDING OR OTHER STANDARD EROSION CONTROL PRACTICE. STRAW MAT AND JUTE NETTING SHALL BE ATTACHED BIOTACKS OR METAL STAPLES. ALL CUTS SHALL BE PROTECTED UNTIL THE END OF THE RAINY SEASON. SLOPE SEEDING USING NATIVE GRASSES SHALL BE USED UNDER JUTE NETTING OR STRAW MATS PRIOR TO PLACEMENT.
- 13. FILL SLOPES OR AREAS SHALL BE VERTICALLY TRACK WALKED PRIOR TO EROSION CONTROL PLACEMENT. STRAW MULCH, JUTE NETTING, STRAW MAT, HYDROSEEDING OR OTHER STANDARD EROSION CONTROL PRACTICE SHALL BE EMPLOYED DURING THE RAINY SEASON. SLOPES SHALL BE SEED TO PRIOR TO PLACEMENT OF JUTE NETTING OR STRAW MAT. STRAW MULCH SHALL BE SPREAD NO DEEPER THAN 4" AND TRACK WALKED OR CRIMPED IN. EROSION CONTROL FENCING SHALL BE PLACED AT THE BOTTOM OF SLOPES NEAR CREEKS OR SENSITIVE HABITAT AREAS. ALL FILL SLOPES BE PROTECTED FROM WASHOUT CAUSED BY ROAD RUNOFF OR RUN-ON.
- 14. EXISTING OR PERMANENT DOWNDRAINS SHALL BE INSTALLED TO CONVEY WATER AWAY FROM CUT AND FILL AREAS. TEMPORARY DRAIN DRAIN INLETS SHALL BE ANCHORED (I.E. SANDBAGS) TO PREVENT FAILURE. DRAIN DRAIN OUTLETS SHALL BE DIRECTED TO A MINIMUM OF TWO HAY BALES SET AT 45 DEGREES. ALL HAY BALES MUST BE ANCHORED TO PREVENT MOVEMENT OR UNDERCUTTING. ALL INLETS SHALL BE PROTECTED WITH HAY BALES OR FILTER FABRIC TO REMOVE LARGE SEDIMENT PARTICLES.
- 15. SILT FENCE AND/OR STRAW BALES SHALL BE USED TO ABSORB OR REDUCE THE VELOCITY WATER AND TO PROTECT AREAS FROM DEVELOPING RILLS OR GULLIES. SILT FENCE SHALL BE PLACED A MAXIMUM OF 3' FROM PROPERTY LINE BELOW DISTURBED AREAS, IF JUTE NET OR STRAW MAT IS NOT USED ON SLOPES OR HYDROSEEDING HAS RECENTLY BEEN USED.
- 16. FINAL EROSION CONTROL MEASURES (RE-VEGETATION) SHALL BE IN PLACE NO LATER THAN 30 DAYS AFTER COMPLETION OF GRADING, UNLESS THE GRADED AREAS ARE COVERED WITH IMPERVIOUS OR OTHER IMPROVED SURFACES AUTHORIZED BY APPROVED PLANS.

GRADING AND EROSION CONTROL NOTES

- 1. ALL GRADING CONSTRUCTION SHALL CONFORM TO THE APPLICABLE CODES AS NOTED.
- 2. DUST CONTROL IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
- 3. AREAS OF FILL SHALL BE SCARIFIED, BENCHED, AND RECOMPACTED PRIOR TO REPLACING FILL, AND OBSERVED BY A SOILS OR CIVIL ENGINEER.
- 4. FILL MATERIAL SHALL BE COMPACTED TO 80% OF MAXIMUM DENSITY.
- 5. REMOVE ANY DELETERIOUS MATERIAL ENCOUNTERED BEFORE PLACING FILL.
- 6. MINIMUM SETBACK TO CREEKS AND BLUFFS SHALL BE MAINTAINED. MINIMUM SETBACK OF TWO FEET FROM ALL PROPERTY LINES WILL BE MAINTAINED FOR ALL GRADING.
- 7. AN APPROVED EROSION CONTROL PLAN WILL BE REQUIRED TO BE SUBMITTED, APPROVED AND IMPLEMENTED SHOULD GRADING OCCUR BETWEEN OCTOBER 15TH AND APRIL 15TH.
- 8. A SOILS ENGINEER SHALL DETERMINE THAT THE SOIL IS SUITABLE TO SUPPORT THE INTENDED STRUCTURE. A REPORT SHALL BE SUBMITTED TO THE FIELD INSPECTOR PRIOR TO THE FINAL INSPECTION. THE REPORT SHALL INCLUDE PROGRESS AND/OR COMPACTION REPORTS. THE COUNTY POLICY REGARDING PAD CERTIFICATION SHALL BE FOLLOWED. WHEN APPLICABLE THE ENGINEER SHALL OBSERVE THE GRADING OPERATION(S) AND PROVIDE THE FIELD INSPECTOR WITH REQUIRED COMPACTION REPORTS AND A REPORT STATING THAT THE GRADING PERFORMED HAS BEEN OBSERVED AND IS IN CONFORMANCE WITH THE CBC AND COUNTY ORDINANCES.
- 9. ENGINEERING REPORTS FOR CUT OR FILL SLOPES STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1) SHALL BE SUBMITTED TO THE FIELD INSPECTOR.



EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MUST BE IN PLACE AND FUNCTIONAL PRIOR TO THE FIRST INSPECTION. NO INSPECTIONS CAN BE PERFORMED IF THEY ARE NOT IN PLACE OR HAVE FAILED TO PROVIDE EROSION CONTROL. FAILURE TO MAINTAIN EROSION CONTROL WILL CAUSE INSPECTIONS TO BE DELAYED UNTIL EROSION CONTROL MEASURES ARE FUNCTIONAL. CONTACT SCOTT YOUNG (805) 467-3300 FOR IMPLEMENTATION AND MONITORING.



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 PASO ROBLES OFFICE
 530 10TH STREET
 PASO ROBLES, CA 93446
 805.238.9991

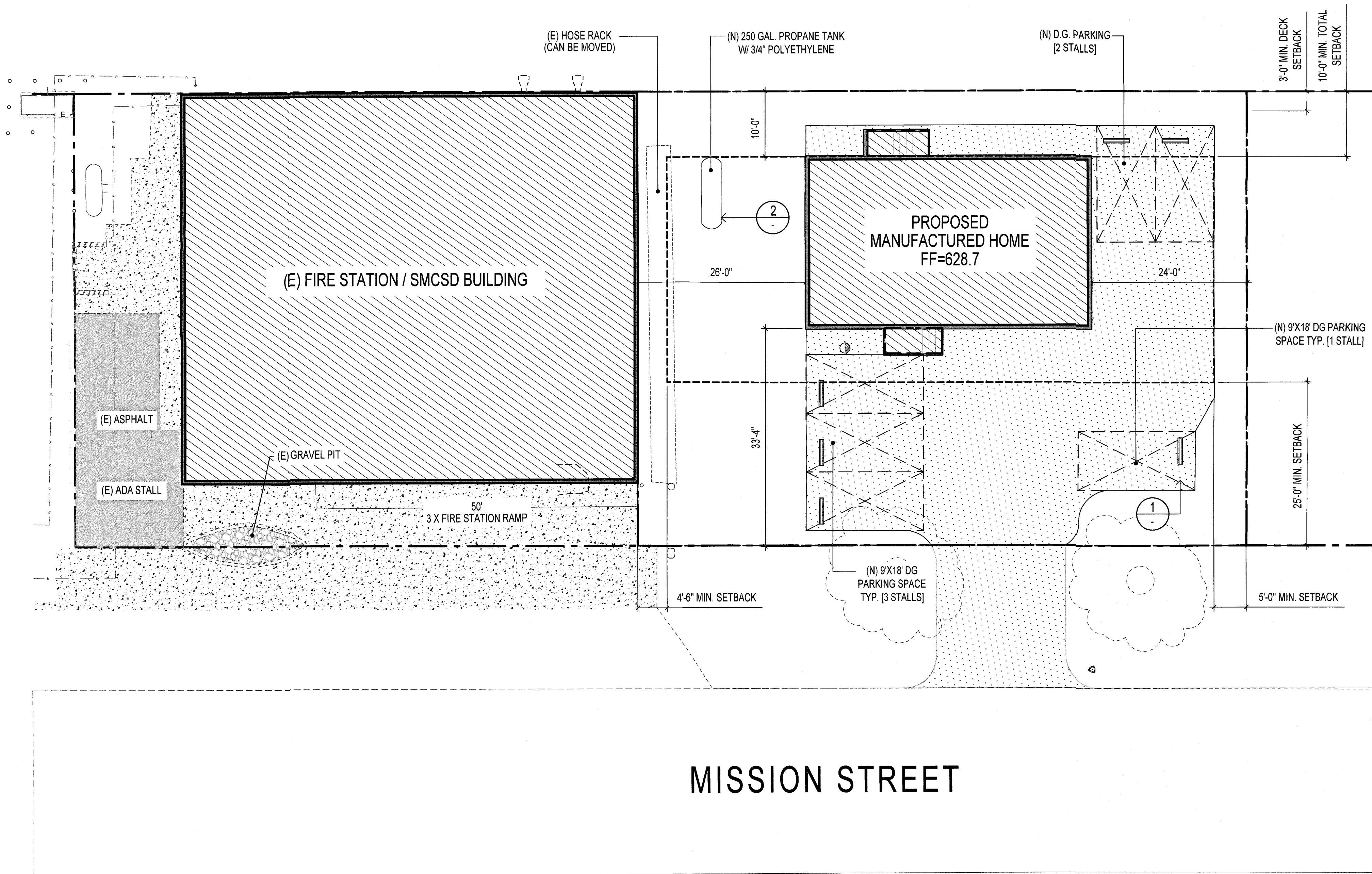
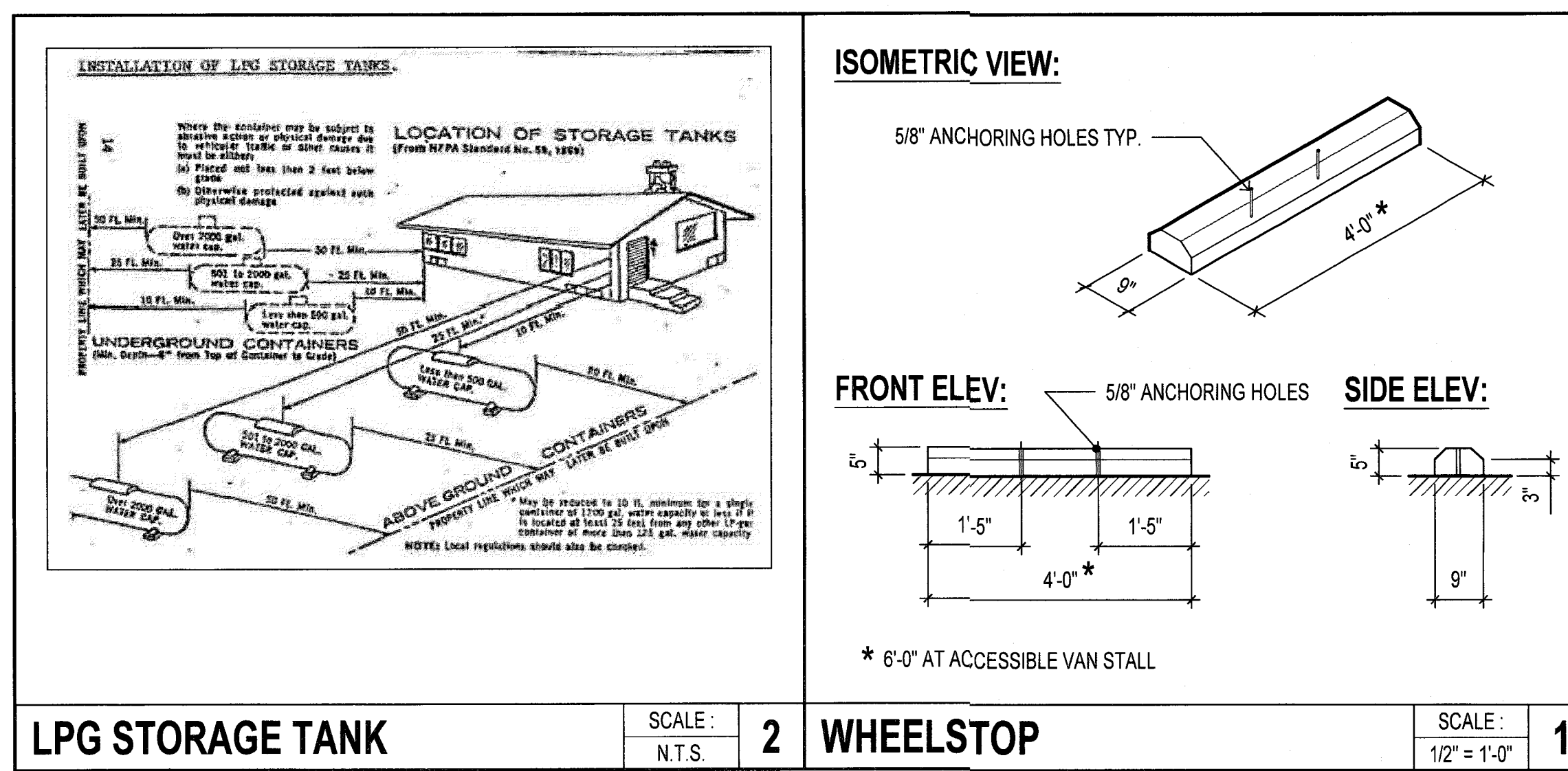


WSC
 805 AEROVISTA PLACE, SUITE 201
 SAN LUIS OBISPO, CA 93401
 PHONE: (805) 457-8833
 FAX: (805) 888-2764

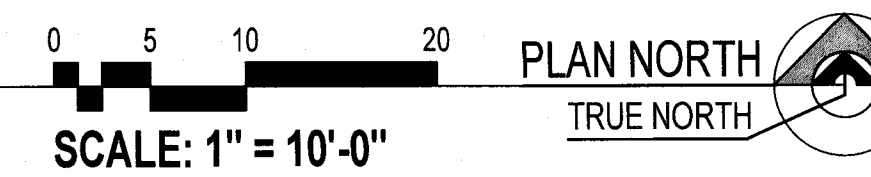


SAN MIGUEL FIRE DEPT.
 1144 MISSION STREET
 SAN MIGUEL, CA 93451
 APN: 021-221-016, 021-221-015

PROJECT NUMBER	21-402.04	
NO.	DESCRIPTION	DATE
1	PC04 RESUBMITTAL SET	04-11-2024
DRAWN BY	PMD	
CHECKED BY	HEF	
SHEET CONTENTS	EROSION CONTROL NOTES	
SHEET NUMBER	EC-1	



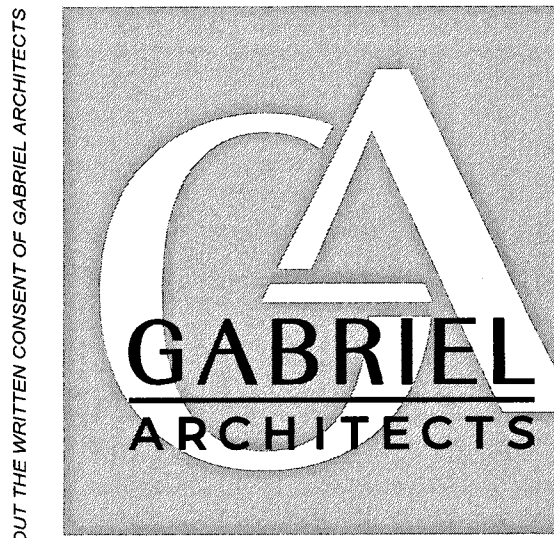
SITE PLAN



- LEGEND**
- EXISTING ASPHALT CONCRETE PARKING AREA PER PLAN + NOTES (COORD. w/ CIVIL)
 - EXISTING CONCRETE SIDEWALK AREAS PER PLAN + NOTES (COORD. w/ CIVIL)
 - SITE SETBACKS PER CBC AND LOCAL ORDINANCE
 - NEW DECOMPOSED GRANITE AREAS PER PLAN + NOTES (COORD. w/ CIVIL)

GENERAL NOTES

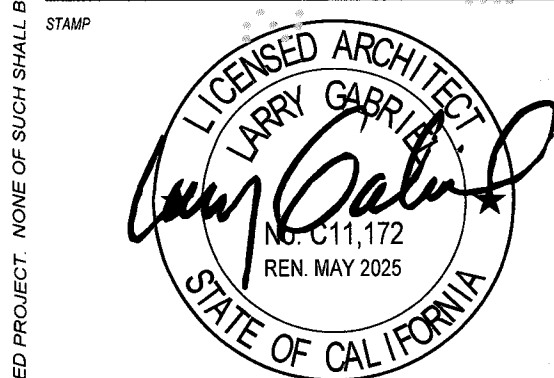
- WALKS AND SIDEWALKS SHALL BE A MINIMUM OF 48" CLEAR IN WIDTH AND HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEED 1/4" IN HEIGHT.
- WHEN ABRUPT CHANGES IN LEVEL EXCEEDING 1/4" OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2, EXCEPT THAT CHANGES NOT EXCEEDING 1/4" MAY BE VERTICAL.
- OBSTRUCTIONS OVERHANGING WALKWAYS SHALL BE AT LEAST 80" CLEAR ABOVE THE WALKING SURFACE. OBSTRUCTIONS SHALL NOT REDUCE THE WALK CLEAR WIDTH BY MORE THAN 12."
- PARKING SPACES, ACCESS AISLES, AND VEHICULAR ROUTES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF 98" MINIMUM.
- ALL ACCESSIBLE AREAS, PEDESTRIAN WALKS AND SIDEWALKS SHALL BE SLIP-RESISTANT AND NOT ACCUMULATE WATER.



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CHASSIS TANK

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER
24-400-01

NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	06-14-2024
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DRAWN BY: AV
CHECKED BY: LG/JDB

SHEET CONTENTS

SITE PLAN + DETAILS

SHEET NUMBER

A1.0

4-4 Structural Skirting.

4-4.1. Structural skirting may be used to anchor a manufactured dwelling and to replace recessed perimeter piers. Structural skirting may be constructed on site or prefabricated.

4-4.2. Structural skirting shall be installed according to the following and Figure 4-4.2:

- (1) Structural skirting shall fit tight to the footing and to the bottom of the manufactured dwelling floor.
- (2) The skirting shall be supported by a concrete foundation footing or slab.
- (3) The framework shall be made of wood or metal and have top and bottom plates and vertical studs spaced at 16 in. on center.
- (4) The bottom plate shall be foundation grade pressure treated lumber attached to a concrete footing with 1/2 in. x 7 in. foundation bolts or other approved anchoring devices at 6 ft. on center and beginning within 12 in. from each end.

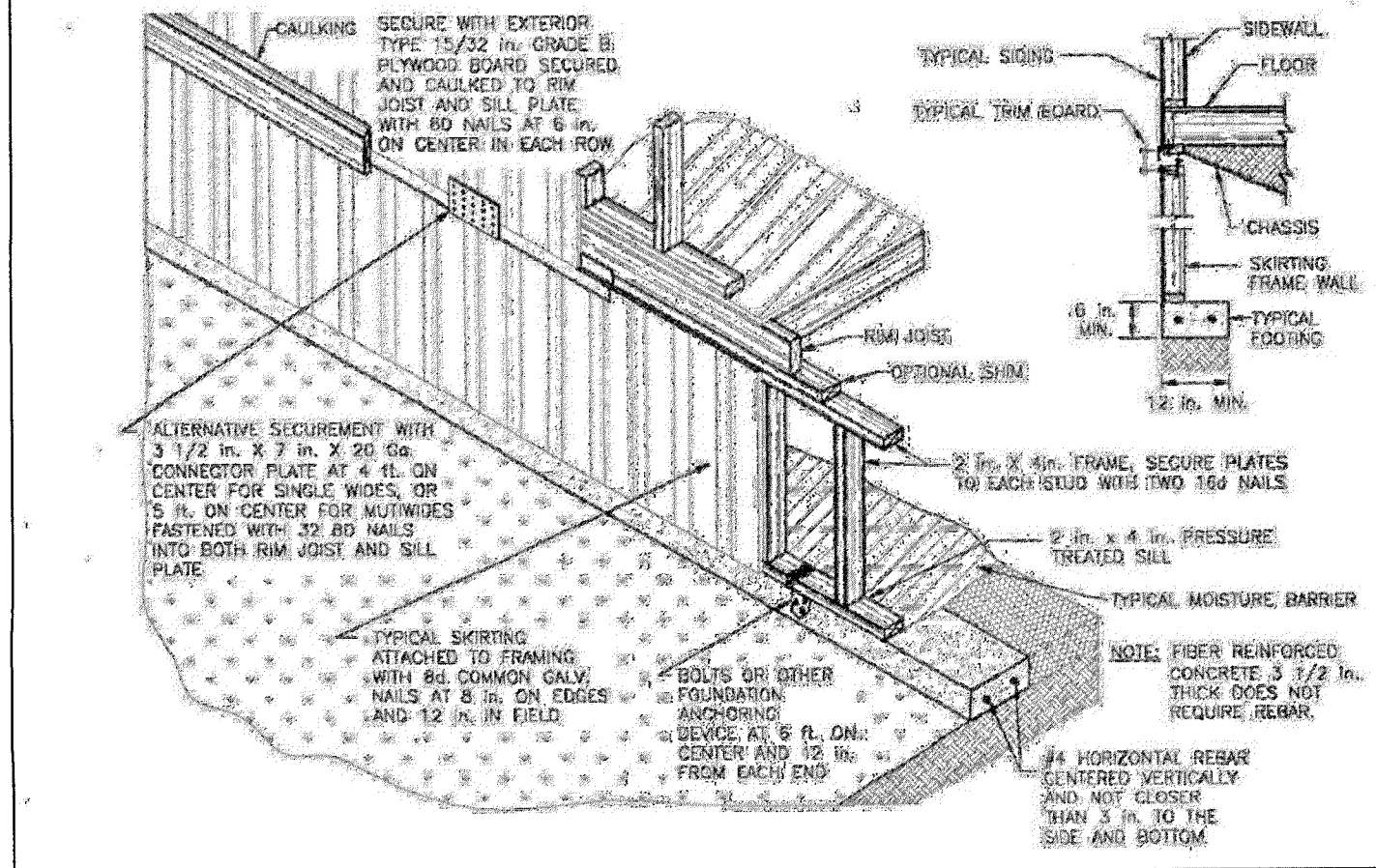
(5) The top plate shall be attached to the under side of the manufactured dwelling floor joists. Shimming may be permitted between outriggers and other permanent obstructions.

(6) The framework shall be covered on the outside with a minimum of 1/2 in. CDX plywood sheathing rated for ground contact, or equal material.

(7) Up to 6 in. of unbalanced fill may be supported by this type skirting.

(8) Skirting shall not be braced horizontally against the manufactured dwelling chassis or any part of the manufactured dwelling foundation system.

(9) Sheathing or siding shall be secured to the framework according to the sheathing or siding manufacturer's installation instructions.



SCALE: N.T.S. 2

SKIRT DETAIL



ADDENDUM TO INSTALLATION INSTRUCTIONS FOR MULTI-SECTION HOMES WITH SINGLE MATING WALLS

CONNECT ROOF:

Check to make sure the ceiling joint is flush before installing the connections. If not, use a jack and tee to raise whichever ceiling is low, starting at the front and working to the rear of the home. Fasten the roof along the marriage line using one of the methods below for either double or triple-section homes.

Make roof structural connections in double or triple-section homes according to the method described below.

Install fasteners through ridge beam.

To obtain access into the ceiling cavity, fold back the underlayment paper and remove the 16" wide sheathing panel(s) at the peak. The beam halves may be bolted or lag screwed together. Install bolts or lag screws at 24" o.c. with 6 additional bolts/lags over interior beam supports (Figure 1). Pre-drill 1/4" pilot holes for lag screws at 1-1/2" down from the top of the beam and with a maximum offset from horizontal of 45 degrees. Use fastener sizes as specified in Table 1 below. Stagger fasteners on each side of the marriage line. Spacing indicated is on-center, both sides of ridge. Fasteners may be installed from one-side of ridge beam only.

NOTE: (1) When beam support consists of a column instead of centerline bearing wall, use 6 bolts/lags at 3" o.c. each side of column. (2) Beam marked with paint at column locations.

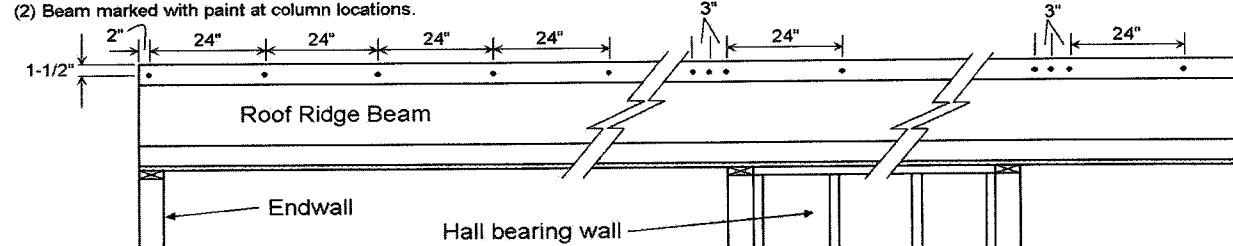


FIGURE 1

TABLE 1. ROOF CONNECTION SPECIFICATIONS

Type	Size	Spacing
Bolts with washers both sides	3/8" x 4-1/2"	24 in.
Lag Screws with washers	3/8" x 5"	24 in.



Applicable to:
20', 24', 28' and 42' Wide Units
20, 30 & 40 PSF Roof Zones
Wind Zone I

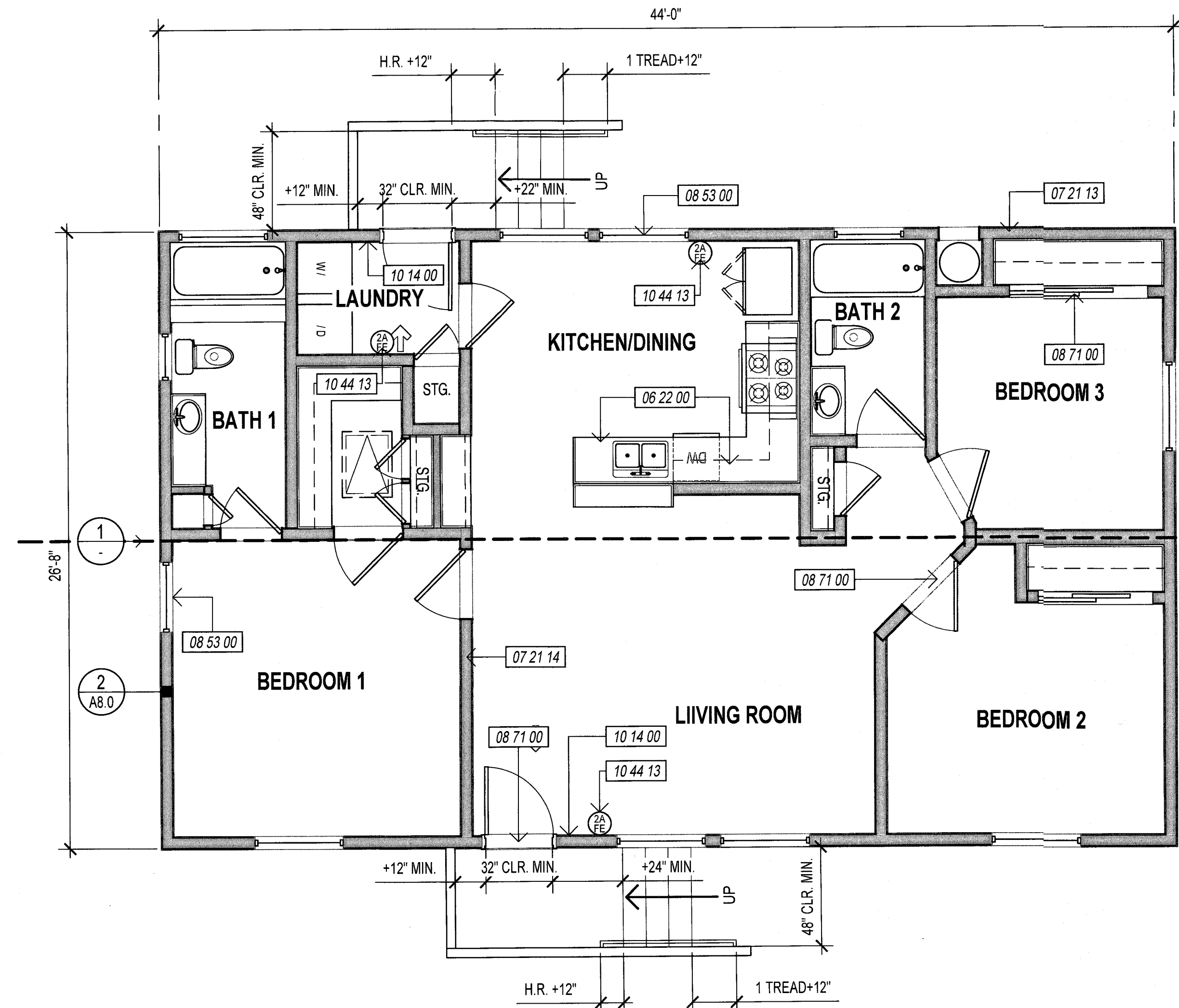
Notes:
1) For all other requirements refer to the Skyline Homes Manufactured Home Installation Manual.
2) Applicable to Wind Zone I only.
7-2023-02-01 en.104a

Sec. 4
Ill.: 51 Page 167

MULTI-WIDE CONNECTION LINE

SCALE: N.T.S. 1

*PER MOBILE HOME MANUFACTURER



FLOOR PLAN LAYOUT

ALL DIMENSIONS ARE TO FACE-OF-STUD UNLESS NOTED OTHERWISE.



GENERAL NOTES

- MOISTURE CONTENT OF BUILDING MATERIALS USED IN WALL AND FLOOR FRAMING IS CHECKED BEFORE ENCLOSURE
- AN OPERATION AND MAINTENANCE MANUAL SHALL BE PROVIDED TO THE BUILDING OCCUPANT OWNER.

INSULATION (PER T24 SHEETS)

- PAPER-FACED INSULATION IS PROHIBITED IN ATTICS OR OTHER VENTILATED SPACES
- REFER TO TITLE 24 REPORT FOR MORE INFORMATION.

WATER HEATERS:

- ALL WATER HEATERS TO BE ANCHORED OR STRAPPED TO RESIST HORIZONTAL DISPLACEMENT DUE TO EARTHQUAKE MOTION
- WATER HEATERS SHALL BE SELF-VENTILATED PACKAGE UNITS.

FINISHES:

- ADHESIVES, SEALANTS, AND CAULKS SHALL BE COMPLIANT WITH PRODUCT-WEIGHTED MIR LIMITS FOR ROC AND OTHER TOXIC COMPOUNDS

- AEROSOL PAINTS AND OTHER COATINGS SHALL BE COMPLIANT WITH PRODUCT-WEIGHTED MIR LIMITS FOR ROC AND OTHER TOXIC CHEMICALS

- DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT COMPLIANT VOC-LIMIT FINISHED MATERIALS HAVE BEEN USED.

ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN PLATES AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY, OR SIMILAR METHODS ACCEPTABLE TO THE ENFORCING AGENCY.

ALL EXTERIOR DOORS SHALL COMPLY WITH THE FOLLOWING:

THE EXTERIOR SURFACE OR CLADDING SHALL BE IGNITION RESISTANT OR OF NON-COMBUSTIBLE MATERIAL, OR 20 MIN. RATED, OR 1 3/8" MIN SOLID CORE WOOD OR PANEL DOORS. RAISED PANELS ARE TO BE 1 1/4" THICK MIN TAPERING TO NOT LESS THAN 3/8" THICK. SHALL BE TESTED TO MEET THE PERFORMANCE REQUIREMENTS OF SFI STANDARD 12-7A-1.

WATER USE REQUIREMENTS PER 2019 CALIFORNIA STATE PLUMBING CODE (CPC 407.0 - 420.0):
SHOWERHEADS = 1.8 GPM @ 80 PSI
LAVS (NON RESI) = 0.5 GPM @ 60 PSI
LAV FAUCETS (RESI) = 1.2 GPM @ 60 PSI
KITCHEN FAUCETS = 1.8 GPM @ 60 PSI
WATER CLOSETS = 1.28 GALLONS / FLUSH
URINALS (FLOOR-MOUNTED) = 0.5 GALLONS / FLUSH
URINALS (WALL-MOUNTED) = 0.125 GALLONS / FLUSH

INSTALL PERMANENT PAPER TOWEL AND SOAP DISPENSERS @ ALL HAND SINKS.

EACH KITCHEN SHALL HAVE AN EXHAUST FAN DUCTED TO THE OUTSIDE WITH A MINIMUM VENTILATION RATE OF 100 CFM. THE DUCTING SHALL BE SIZED ACCORDING TO ASHRAE STANDARD 62.2 TABLE 7.1

ACCESSIBLE COUNTER TO BE 34" HIGH AND 24" DEEP MAX.

STAIRS:

- CBC 2019 718.2.4 STAIRWAYS: FIREBLOCKING SHALL BE PROVIDED IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN. ENCLOSED SPACES UNDER STAIRWAYS SHALL COMPLY WITH SECTION 1011.7.3

- CBC 2019 1011.5.2 RISER HEIGHT AND TREAD DEPTH: STAIR RISER HEIGHTS SHALL BE 7 INCHES MAXIMUM AND 4 INCHES MINIMUM. THE RISER HEIGHT SHALL BE MEASURED VERTICALLY BETWEEN THE NOSINGS OF ADJACENT TREADS. RECTANGULAR TREAD DEPTHS SHALL BE 11 INCHES MINIMUM MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREAD'S NOSING.

- CBC 2019 1011.5.4 DIMENSIONAL UNIFORMITY: STAIR TREADS AND RISERS SHALL BE OF UNIFORM SIZE AND SHAPE. THE TOLERANCE BETWEEN THE LARGEST AND SMALLEST RISER HEIGHT OR BETWEEN THE LARGEST AND SMALLEST TREAD DEPTH SHALL NOT EXCEED 3/8 INCH IN ANY FLIGHT OF STAIRS. THE GREATEST WINDER TREAD DEPTH AT THE WALKLINE WITHIN ANY FLIGHT OF STAIRS SHALL NOT EXCEED THE SMALLEST BY MORE THAN 3/8 INCH.

- CBC 2019 11B-504.4.1 CONTRASTING STRIPE: INTERIOR STAIRS SHALL HAVE THE UPPER APPROACH AND LOWER TREAD MARKED BY A STRIPE PROVIDING CLEAR VISUAL CONTRAST. EXTERIOR STAIRS SHALL HAVE THE UPPER APPROACH AND ALL TREADS MARKED BY A STRIPE PROVIDING CLEAR VISUAL CONTRAST. THE STRIPE SHALL BE A MINIMUM OF 2 INCHES WIDE TO A MAXIMUM OF 4 INCHES WIDE PLACED PARALLEL TO, AND NOT MORE THAN 1 INCH FROM, THE NOSE OF THE STEP OR UPPER APPROACH. THE STRIPE SHALL EXTEND THE FULL WIDTH OF THE STEP OR UPPER APPROACH AND SHALL BE OF MATERIAL THAT IS AT LEAST AS SLIP RESISTANT AS THE OTHER TREADS OF THE STAIR. A PAINTED STRIPE SHALL BE ACCEPTABLE. GROOVES SHALL NOT BE USED TO SATISFY THIS REQUIREMENT.

- CBC 2019 1011.5.5 NOSING AND RISER PROFILE: NOSINGS SHALL HAVE A CURVATURE OR BEVEL OF NOT LESS THAN 1/16 INCH BUT NOT MORE THAN 9/16 INCH FROM THE FOREMOST PROJECTION OF THE TREAD. RISERS SHALL BE SOLID AND VERTICAL OR SLOPED UNDER THE TREAD ABOVE FROM THE UNDERSIDE OF THE NOSING ABOVE AT AN ANGLE NOT MORE THAN 30 DEGREES FROM THE VERTICAL.

- CBC 2019 1011.5.5.1 NOSING PROJECTION SIZE: THE LEADING EDGE (NOSINGS) OF TREADS SHALL PROJECT NOT MORE THAN 1/4 INCHES BEYOND THE TREAD BELOW.

- CBC 2019 1011.5.2 NOSING PROJECTION UNIFORMITY: NOSING PROJECTIONS OF THE LEADING EDGES SHALL BE OF UNIFORM SIZE, INCLUDING THE PROJECTIONS OF THE NOSING'S LEADING EDGE OF THE FLOOR AT THE TOP OF A FLIGHT.

- CBC 2019 1011.5.3 SOLID RISERS: RISERS SHALL BE SOLID.
- CBC 2019 1011.3 HEADROOM: STAIRWAYS SHALL HAVE A HEADROOM CLEARANCE OF NOT LESS THAN 80 INCHES MEASURED VERTICALLY FROM A LINE CONNECTING THE EDGE OF THE NOSINGS. SUCH HEADROOM SHALL BE CONTINUOUS ABOVE THE STAIRWAY TO THE POINT WHERE THE LINE INTERSECTS THE LANDING BELOW. ONE TREAD DEPTH BEYOND THE BOTTOM RISER. THE MINIMUM CLEARANCE SHALL BE MAINTAINED THE FULL WIDTH OF THE STAIRWAY AND LANDINGS.
- CBC 2019 1127A.6 LOCKERS: 1127A.6.1 GENERAL: WHERE LOCKERS ARE PROVIDED FOR RESIDENTS OR GUESTS, AT LEAST ONE LOCKER AND NOT LESS THAN 1 PERCENT OF ALL LOCKERS SHALL BE ACCESSIBLE TO PERSONS WITH DISABILITIES.

WALL LEGEND

W1 EXT. WALL: 2x6 DF FRAMING FULL HEIGHT 06 00 00

W2 INT. WALL: 2x4 DF FRAMING FULL HEIGHT 06 00 00

W3 INT. WALL: 2x6 DF FRAMING FULL HEIGHT 06 00 00

W4 INT. WALL: 2x8 DF FRAMING FULL HEIGHT 06 00 00

WALL MOUNTED FIRE EXTINGUISHER MINIMUM RATING OF 2A10BC.4A10BC (AS NOTED) MOUNT +40" TO TOP OF UNIT

ATTIC ACCESS PER CRC R807.1 (22"x30" MIN) (30" CLR. HD. RM. MIN)

CONSTRUCTION NOTES

DIV 06 WOOD, PLASTICS + COMPOSITES

06 00 00 WOOD STUD FRAMING THROUGHOUT
SEE LEGEND ABOVE. COORDINATE w/ STRUCTURAL DRAWINGS
06 22 00 MILLWORK PER PLAN +34" MAX. A.F.F. COUNTERTOP SURFACE.
27" UNDER-COUNTER CLEAR HEIGHT

DIV 07 THERMAL + MOISTURE PROTECTION

07 21 10 CONC SLAB PER STRUCTURAL SHEETS
07 21 13 INSULATION AT EXTERIOR WALLS PER T-24
07 21 14 3-1/2" SOUND BATT AT ALL INTERIOR WALLS AND DEMISING WALLS

DIV 08 OPENINGS

08 53 00 WINDOWS PER HOME MANUFACTURER PLANS
08 71 00 DOORS + HARDWARE PER HOME MANUFACTURER PLANS

DIV 09 FINISHES

09 20 00 GYPSUM BOARD PER M.H. MANUFACTURER PLANS
09 65 20 FLOORING PER HOME MANUFACTURER PLANS
09 65 21 BASE PER HOME MANUFACTURER PLANS
09 91 23 PAINT AND PRIMER PER HOME MANUFACTURER PLANS

DIV 10 SPECIALTIES

10 14 00 ROOM SIGNAGE, EXIT SIGNAGE, ADA SIGNS
10 44 13 FIRE EXTINGUISHER AT EACH EXIT (WALL-MOUNTED). SELECT PER CALIFORNIA CODE OF REGULATIONS, TITLE 19, DIVISION 1, CHAPTER 3. PROVIDE 30" X 48" CLEAR AREA PER PLAN.

DIV 12 FURNISHINGS

12 00 00 MOVEABLE FURNITURE (INSTALLED BY TENANT)

ADA REQUIREMENTS -

MIN. CLEAR WIDTH: 60" X 19"
MIN. UNDER-COUNTER CLR HT: 27"
MAX. COUNTERTOP HT.: 30"-34"

DIV 22 PLUMBING

22 42 13 PLUMBING FIXTURES PER PLUMBING PLANS

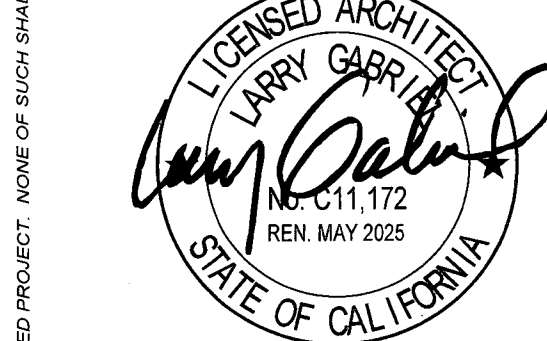


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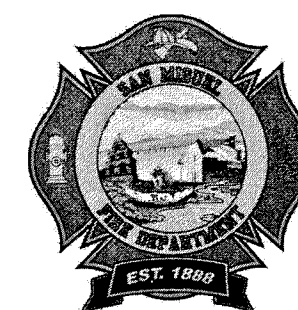
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500 10TH STREET
PASO ROBLES, CA 93446
805.238.9600

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CONSULTANT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN: 021-221-015 & -016

PROJECT NUMBER: 24-000-01

NO.	DESCRIPTION	DATE
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SHEET CONTENTS

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FLOOR PLAN

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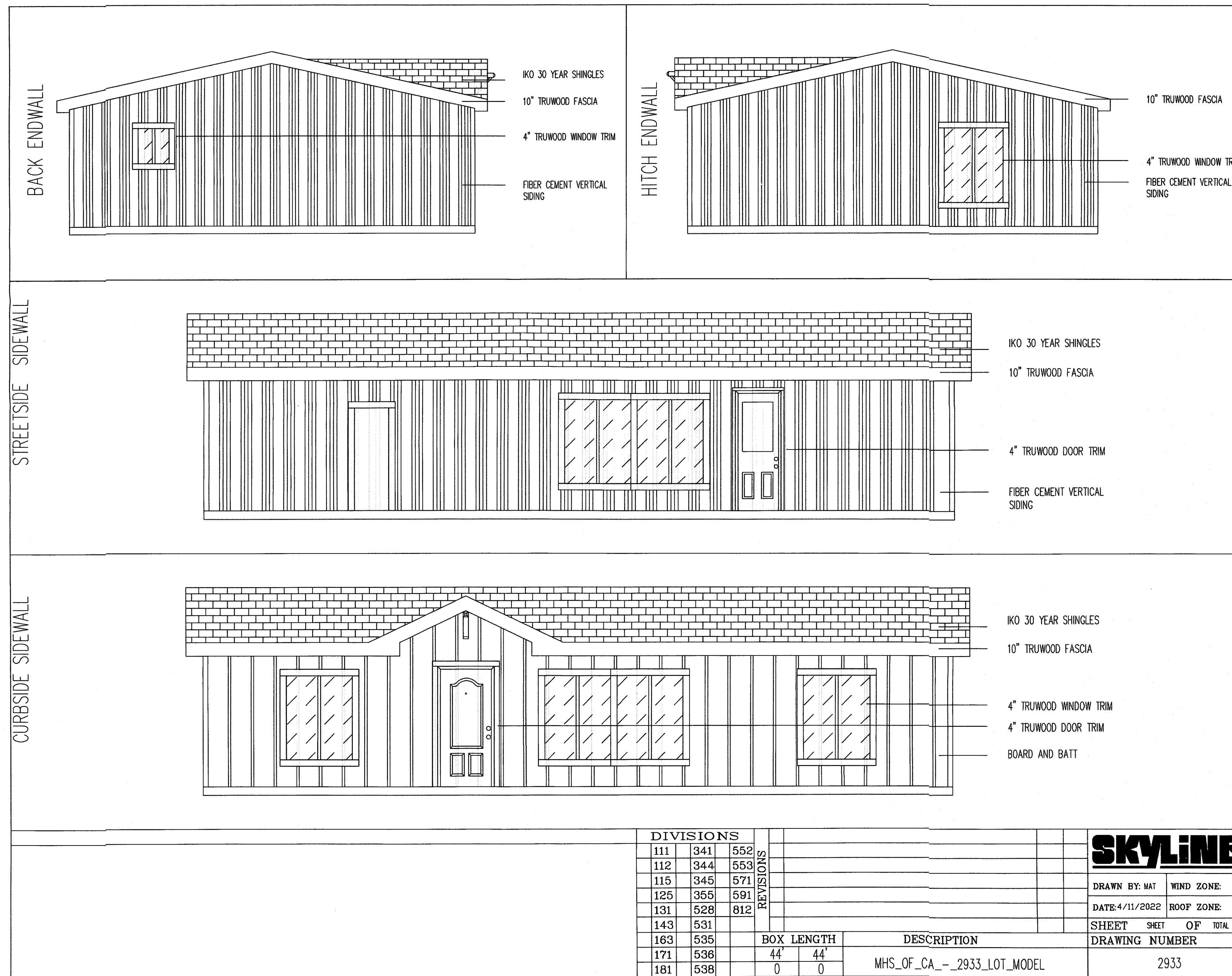
FLOOR PLAN

SHEET NUMBER

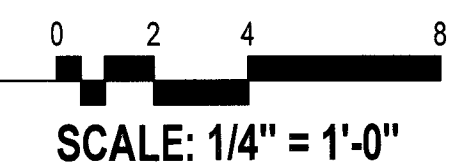
FLOOR PLAN

SHEET NUMBER

A2.0



EXTERIOR ELEVATIONS



CONSTRUCTION NOTES

- DIV 06 WOOD, PLASTICS, COMPOSITES
06 46 00 FRAMING PER M.H. MANUFACTURER
- DIV 07 THERMAL + MOISTURE PROTECTION
07 00 00 WATERPROOFING PER M.H. MANUFACTURER
- DIV 08 OPENINGS
08 31 13 PROVIDE 18" WIDE BY 24" TALL UNDER-FLOOR ACCESS DOOR IN CRIPPLE WALL. PROVIDE 6X8 D.F. #1 HEADER MINIMUM ABOVE UNDER-FLOOR ACCESS OPENING.
08 50 00 WINDOWS PER M.H. MANUFACTURER
08 71 00 DOORS + HARDWARE PER M.H. MANUFACTURER
- DIV 09 FINISHES
09 91 13 EXTERIOR FINISHES PER M.H. MANUFACTURER
- DIV 26 ELECTRICAL
26 56 00 LIGHTING AND POWER PER M.H. MANUFACTURER

FOUNDATION VENTILATION CALCULATIONS

- AREA UNDERFLOOR = 1173 SF
- AREA TO VENT = $\frac{1173 \text{ SF}}{150} = 7.82 \text{ SF}$
 $7.82 \text{ SF} \times 144 = 1126.08 \text{ in}^2$
- VENT AREA REQUIRED = 1126.08 in²
- VENT AREA PROVIDED = GIBRALTAR 14"x8" VENT [TW148] @ 71 in² NFVA PER VENT:
 $71 \text{ in}^2 \times 16 = 1136 \text{ in}^2$
 $1136 \text{ in}^2 > 1126.08 \text{ in}^2$

- NOTES:**
- VENTILATION OPENINGS SHALL BE COVERED FOR THEIR HEIGHT AND WIDTH WITH CORROSION-RESISTANT WIRE MESH, WITH THE LEAST DIMENSION NOT GREATER THAN 1/8" INCH (3.2 MM).
 - THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1,500 OF THE UNDER-FLOOR AREA WHERE THE GROUND SURFACE IS COVERED WITH A CLASS I VAPOR RETARDER MATERIAL AND THE REQUIRED OPENINGS ARE PLACED SO AS TO PROVIDE CROSS VENTILATION OF THE SPACE. THE INSTALLATION OF OPERABLE LOUVERS SHALL NOT BE PROHIBITED.

WILDLAND URBAN INTERFACE NOTES

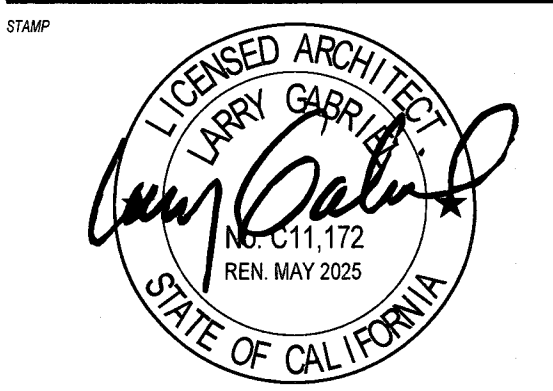
- SPACES AT EAVE ENDS SHALL BE CONSTRUCTED TO PREVENT THE INTRUSION OF FLAMES AND EMBERS AND BE FIRE-STOPPED WITH NON-COMBUSTIBLE BIRDSTOP, OR HAVE ONE LAYER OF NO. 72 ASTM CAP SHEET INSTALLED OVER THE COMBUSTIBLE DECKING
- EXPOSED VALLEY FLASHINGS SHALL BE AT LEAST NO. 26-GAUGE CORROSION-RESISTANT METAL INSTALLED OVER A MINIMUM 36"-WIDE UNDERLAYMENT CONSISTING OF ONE LAYER OF NO. 72 ASTM CAP SHEET RUNNING THE FULL LENGTH OF THE VALLEY



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530 10TH STREET
PASO ROBLES, CA 93446
805.238.9600



HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	06-14-2024
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EXTERIOR ELEVATIONS

SHEET NUMBER

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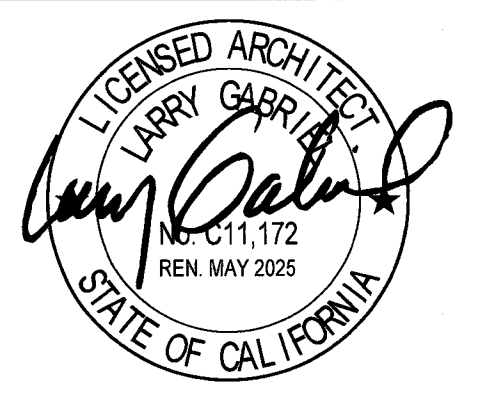


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CONTRACT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN: 021-221-015 & 016

PROJECT NUMBER

24-400.01

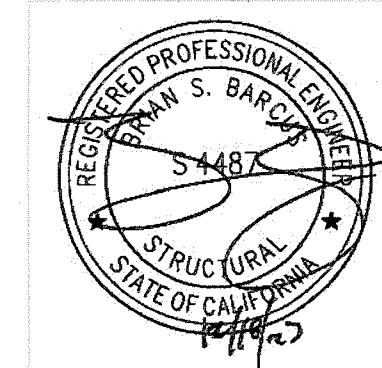
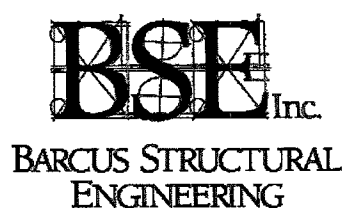
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STRUCTURAL SPECS + DATA, PIER LAYOUT PLAN + DETAILS

SHEET NUMBER

S1.0

7500 North Palm Avenue
Suite 200 / Fresno, CA 93711
office 559.261.8585
fax 559.261.8580
website www.BarcusEng.com



GENERAL
ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE (CBC).

REQUESTS FOR SUBSTITUTION
THE CONTRACTOR MAY SUBMIT A REQUEST FOR SUBSTITUTION (RFS) FOR SPECIFIED STRUCTURAL MATERIALS OR PRODUCTS FOR REVIEW BY THE ENGINEER. ANY SUCH RFS SHALL DOCUMENT THE ITEM(S) UNDER CONSIDERATION, THE EFFECTS OF SUBSTITUTION ON COST, PERFORMANCE AND SCHEDULE, AND SHALL INCLUDE RESPECTIVE APPROVAL(S) BY ICC OR RELATED AGENCIES. ALL COSTS INCURRED BY THE ENGINEER AS PART OF ANY RFS SUBMITTAL, SUCH FOR ADDITIONAL RESEARCH, REVIEW OR REDESIGN OF STRUCTURAL ELEMENTS OR SYSTEMS, SHALL BE DIRECTLY REIMBURSED BY THE CONTRACTOR.

EXISTING CONDITIONS
PRIOR TO ORDERING OR FABRICATING ANY MATERIAL, THE CONTRACTOR SHALL FIELD VERIFY ALL CONTROLLING FIELD DIMENSIONS AND CONDITIONS. ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT AND ENGINEER. IN ADDITION, THE CONTRACTOR IS ALERTED TO THE POSSIBILITY THAT EXISTING STRUCTURAL MATERIALS UNSUITABLE FOR REUSE DUE TO DETERIORATION MAY BE DISCOVERED DURING THE COURSE OF CONSTRUCTION. THESE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER FOR REVIEW AND APPROVAL OF PROPOSED REPLACEMENT MATERIALS.

CONSTRUCTION LIABILITY
THE CONTRACTOR AND HIS SUBCONTRACTORS AGREE THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF PROJECT CONSTRUCTION, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS; AND THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK IN THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR
THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPLICABLE DESIGN DRAWINGS, SPECIFICATIONS AND SPECIAL INSPECTION PROGRAM AS DEFINED BY CBC SECTION 1704, AS WELL AS SECTION 1705.12 FOR WIND RESISTANCE AND 1705.13 FOR SEISMIC RESISTANCE. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE, THE ARCHITECT OR PROJECT MANAGER, THE ENGINEER, THE CONTRACTOR, AND OTHER PERSONS DESIGNATED BY THE OWNER OR OWNER'S REPRESENTATIVE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, AND IF UNCORRECTED TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR
THE CONTRACTOR SHALL REVIEW AND COMPLY WITH CONTRACTOR RESPONSIBILITIES FOR SPECIAL INSPECTION AS DEFINED BY CBC SECTION 1704.4.

GENERAL
THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR DURING CONSTRUCTION ON THE FOLLOWING TYPES OF WORK, AND FOR ANY ADDITIONAL REQUIREMENTS OF THE BUILDING OFFICIAL WHERE APPLICABLE:

GRADING, EXCAVATION & FILLING
PROVIDE PERIODIC INSPECTION DURING GRADING, EXCAVATION AND FILLING OPERATIONS AS SPECIFIED BY THE GEOTECHNICAL REPORT, AND IN CONFORMANCE WITH CBC SECTION 1705.6, UNLESS EXCEPTED BY CBC SECTION 1809.2

TASK	TYPE
1. VERIFY MATERIALS	PERIODIC
2. VERIFY EXCAVATIONS	PERIODIC
3. CLASSIFICATION AND TESTING	PERIODIC
4. VERIFY LIFTS AND COMPACTION	CONTINUOUS
5. OBSERVE SUBGRADE	PERIODIC

SPECIAL INSPECTOR
THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE HIS OR HER COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. THE SPECIAL INSPECTOR OF RECORD MUST BE CERTIFIED BY INTERNATIONAL ACCREDITATION SERVICE (IAS), AND SHALL FURNISH A SPECIAL INSPECTION PROPOSAL OR STATEMENT OF SPECIAL INSPECTIONS BASED UPON THE APPLICABLE DESIGN DRAWINGS, SPECIFICATIONS, AND SPECIAL INSPECTION REQUIREMENTS DESCRIBED HEREIN IN CONFORMANCE WITH CBC CHAPTER 17.

DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR
THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPLICABLE DESIGN DRAWINGS, SPECIFICATIONS AND SPECIAL INSPECTION PROGRAM AS DEFINED BY CBC SECTION 1704, AS WELL AS SECTION 1705.12 FOR WIND RESISTANCE AND 1705.13 FOR SEISMIC RESISTANCE. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE, THE ARCHITECT OR PROJECT MANAGER, THE ENGINEER, THE CONTRACTOR, AND OTHER PERSONS DESIGNATED BY THE OWNER OR OWNER'S REPRESENTATIVE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, AND IF UNCORRECTED TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR
THE CONTRACTOR SHALL REVIEW AND COMPLY WITH CONTRACTOR RESPONSIBILITIES FOR SPECIAL INSPECTION AS DEFINED BY CBC SECTION 1704.4.

1. PLANS AND CALCULATIONS FOR THE STRUCTURAL DESIGN WERE BASED UPON:
- 2022 CALIFORNIA BUILDING CODE
- ASCE STANDARD 7-16
- DRAWINGS BY HED DRAFTING SERVICES, INC., JOB No. 22060 DATED MAY 17, 2023
- VARIOUS CENTRAL PIERS APPROVALS BY ROCK SOLID ENGINEERING
- SKYLINE CENTERLINE SUPPORT REQUIREMENTS (DWS #28-14051-060)
- INSTALLATION MANUAL
- GEOTECHNICAL REPORT BY BEACON GEOTECHNICAL, INC; F-102712, DATED JULY 28, 2021

2. DESIGN DATA IS AS FOLLOWS:

VERTICAL
ROOF LIVE LOAD 20 PSF (REDUCIBLE)
ROOF DEAD LOAD 15 PSF
FLOOR LIVE LOAD 40 PSF
FLOOR DEAD LOAD 10 PSF
WALL DEAD LOAD 10 PSF

LATERAL
SEISMIC BASE SHEAR COEFFICIENT
 $V = C_s W$
 $C_s = (S_{ds}) / (R/I) = 0.28$
SEISMIC DESIGN CATEGORY = D
 $I = 1.5$ (OCCUPANCY IMPORTANCE FACTOR)
 $R = 4.0$ (LIGHT-FRAMED SYSTEM USING FLAT STRAP BRACING)
 $S_1 = 0.45, S_2 = 1.85, S_{d1} = 0.56$
 $S_3 = 1.21, F_a = 1.20, S_{d3} = 1.02$
SOIL SITE CLASS "D"

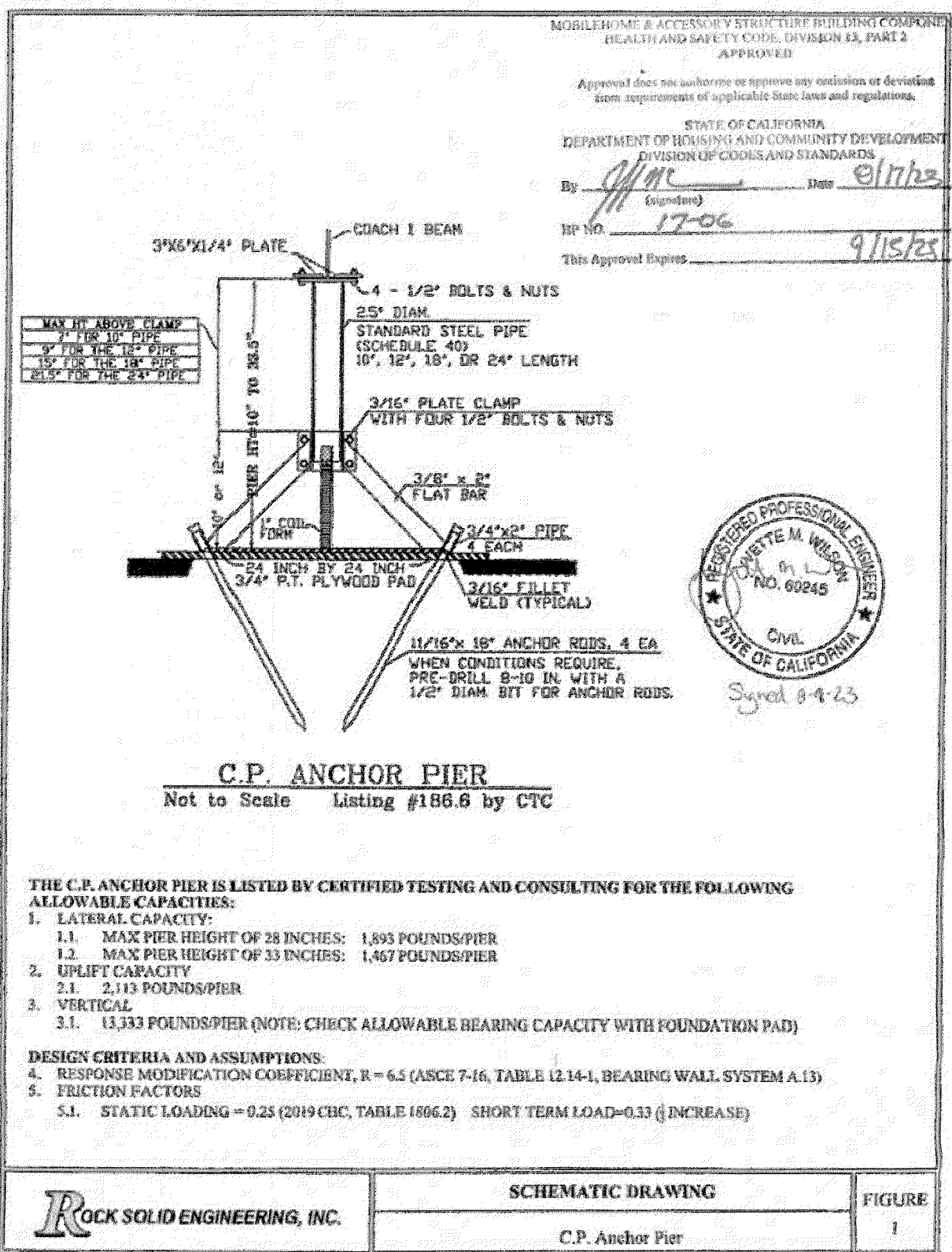
WIND PRESSURE: ASCE 7-16, ENVELOPE PROCEDURE (PART 2)
 $F_s = \lambda K_{zt} F_{base}$
 $\lambda = 1.21$ (EXPOSURE CATEGORY C)
 $K_{zt} = 1.0$
 $F_{base} =$ VARIES PER STRUCTURE LOCATION/ELEMENT
 $V = 103$ MPH FOR RISK CATEGORY IV BUILDINGS AND OTHER STRUCTURES

FOUNDATIONS
BEARING PRESSURES 1650 PSF (DEAD + LIVE LOADINGS)
2200 PSF (DEAD + LIVE + SEISMIC/WIND LOADINGS)
0.34
FRICTION COEFFICIENT 0.34
EQUIVALENT PASSIVE PRESSURE 275 PCF
EQUIVALENT ACTIVE PRESSURE 35 PCF
EQUIVALENT 'AT REST' PRESSURE 35 PCF

1 STRUCTURAL SPECIFICATIONS

2 SPECIAL INSPECTIONS

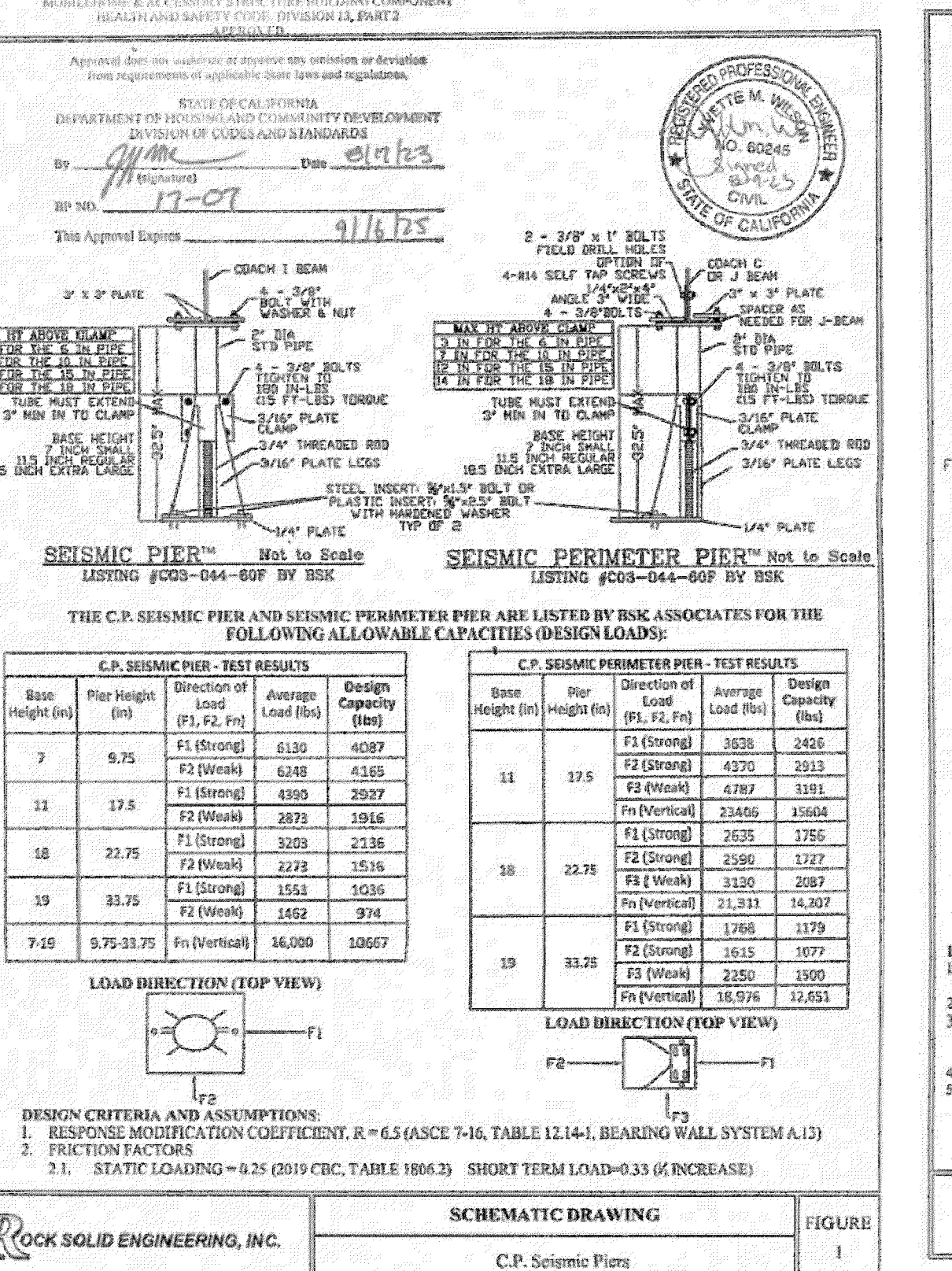
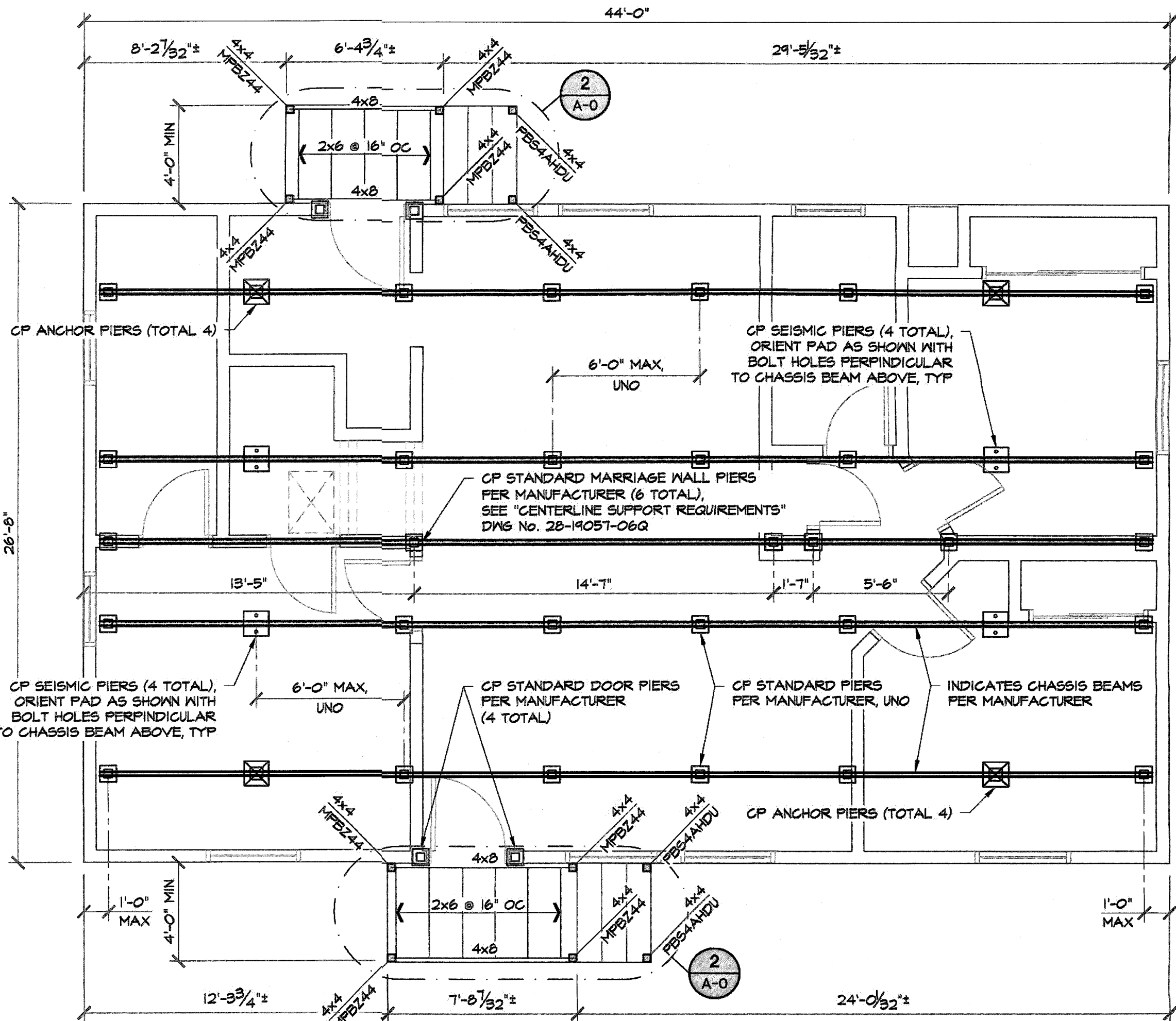
3 PROJECT DATA



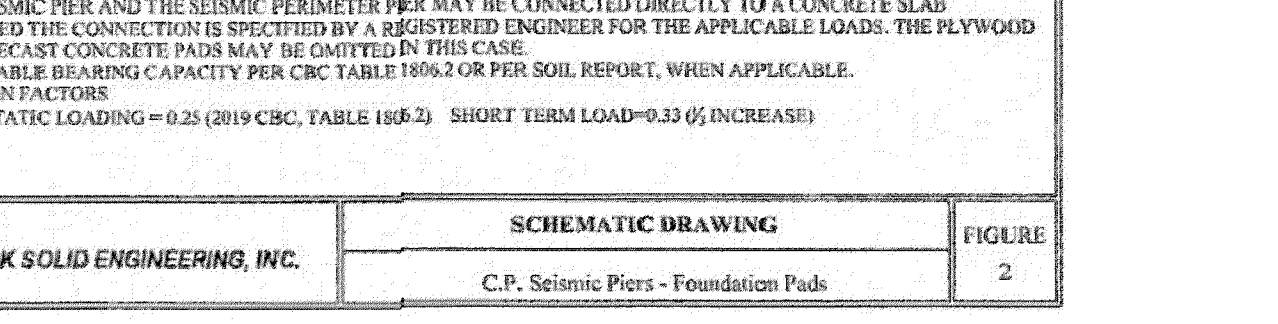
1 CP ANCHOR PIER

GENERAL NOTES

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2022 CBC, THE DRAWINGS AND THESE NOTES. THE DESIGN COMPLIES WITH THE 2022 CBC.
- WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE SIMILAR TO DETAILS SHOWN, SIMILAR CONSTRUCTION SHALL BE USED WITH THE ENGINEER'S APPROVAL.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON PLANS, THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.
- THIS DESIGN IS BASED ON THE FLOOR & ROOF ASSEMBLIES ACTING AS CONTINUOUS DIAPHRAGMS TO DISTRIBUTE LATERAL LOADS.
- ALL FASTENERS USED MUST BE CORROSION RESISTANT.
- HEIGHT OF FINISHED FLOOR ABOVE GRADE IS 18" PER MANUFACTURER, AND SHALL NOT EXCEED 36".
- ALL UTILITY/RAMP/STAIR DESIGN AND SITE/UTILITY/GRADING DESIGN BY OTHERS.
- THE MANUFACTURER'S INSTRUCTIONS MUST BE STRICTLY ADHERED TO WHEN INSTALLING PIERS, EARTH ANCHORS, TIE STRAPS, ETC.



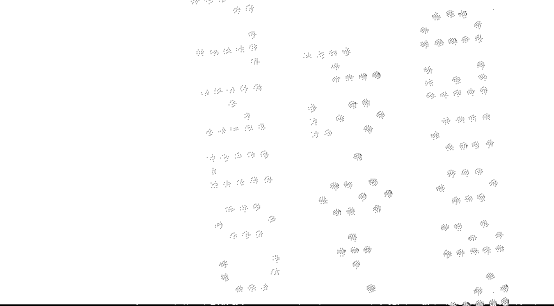
2 CP SEISMIC PIER



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PROJECT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER

24-400.01

NO.	DESCRIPTION	DATE
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SHEET CONTENTS

M.H. MANUF. LIGHTING/
ELECTRICAL PLANS 1

SHEET NUMBER

MPE 1.0

2933

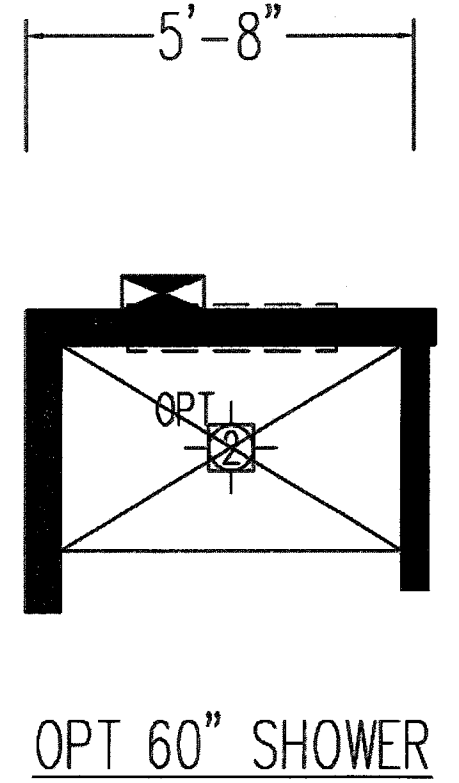
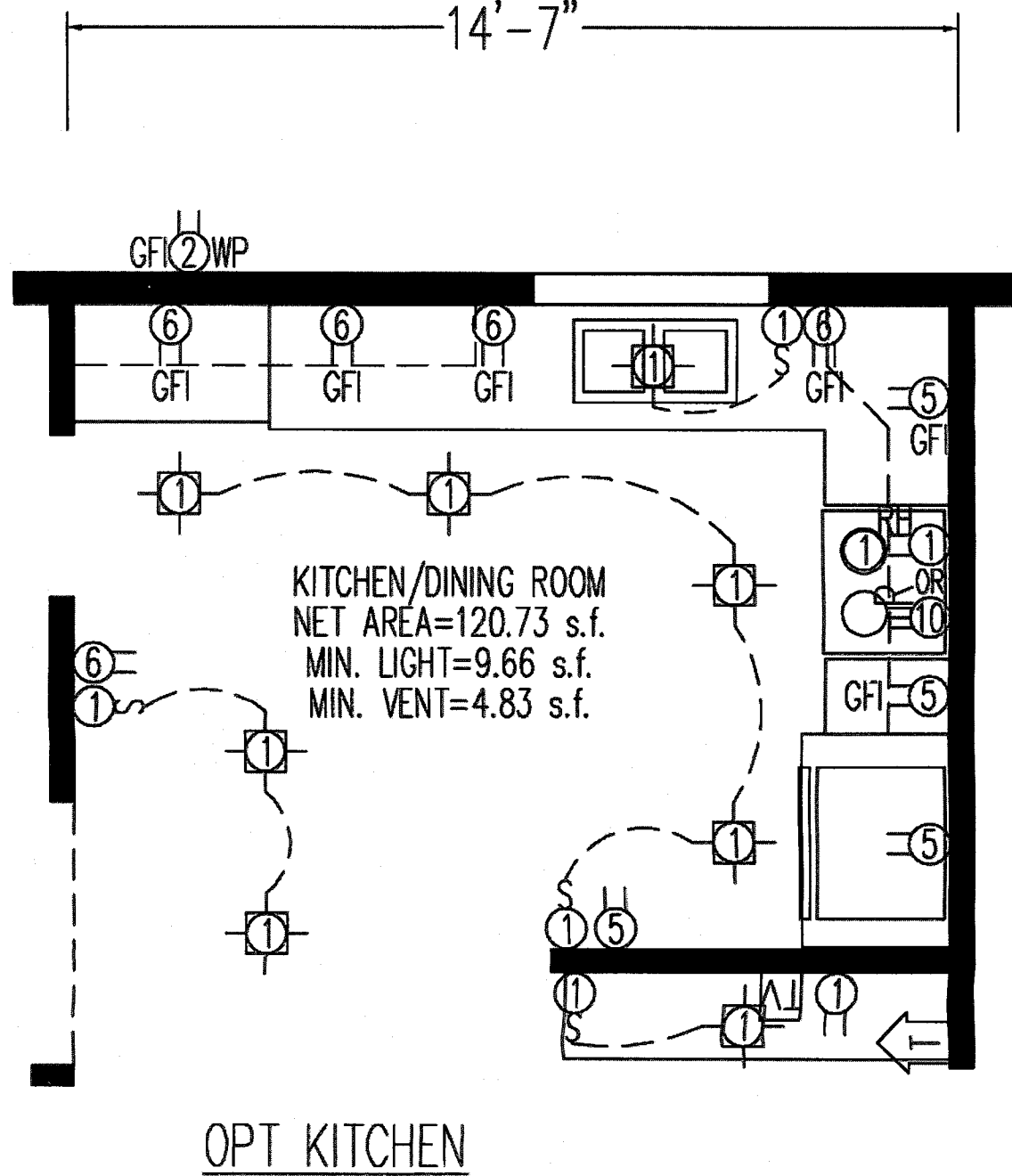
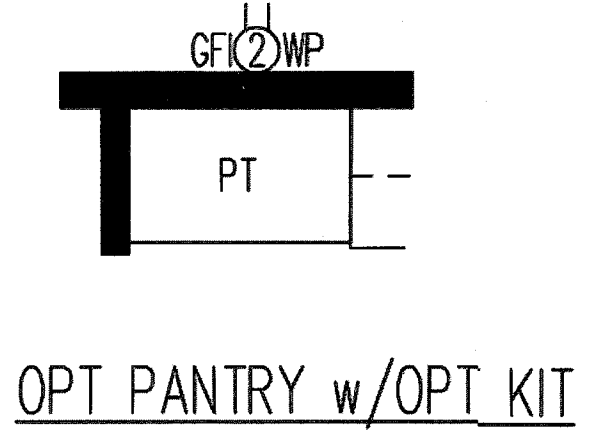
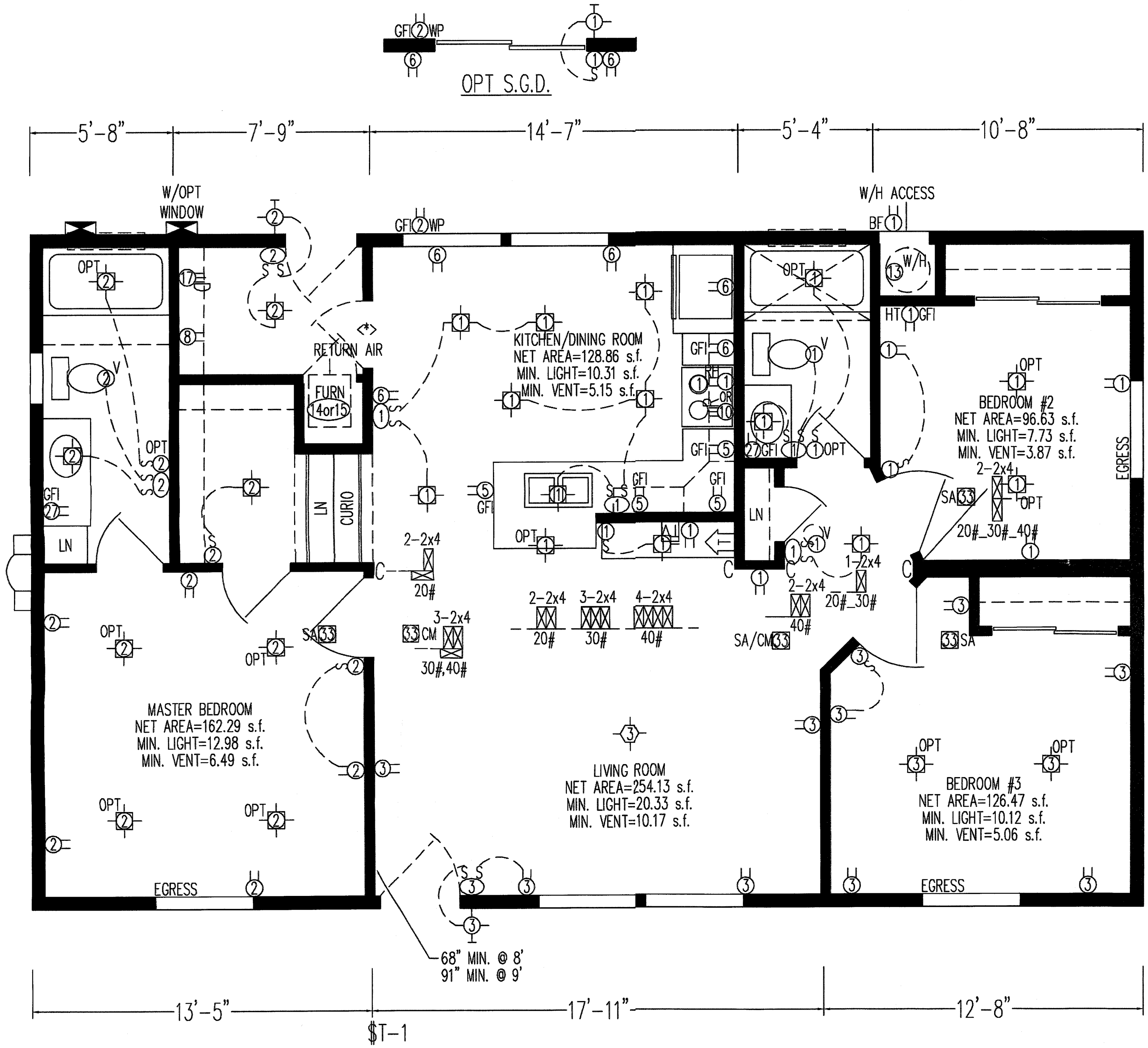
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DATE: 12/21/2021 ROOF ZONE S,M,N

SHEET _____ OF _____
DRAWING NUMBER *

28-19057-06Q



* VENT/LIGHT COMBINATION REQ'D. IN HEAT ZONE 3 <*> LOCKING HARDWARE NOT PERMITTED.

NOTES:
1 SEE W-1 FOR TYPICAL WATER LINE DETAILS
2 SEE SECTION 3 PAGE 9 (3-000-S-009) FOR SAFETY GLAZING REQUIREMENTS
3 SEE SECTION 4 PAGE 17 (4-PAGE 17) FOR RETURN AIR REQUIREMENTS
4 SEE SECTION 2 PAGE 1 (2-PAGE 1) FOR GENERAL FLOORPLAN OPTIONS
5 SEE SECTION 3 PAGE 29 (3-000-S-029) FOR REQUIRED PIER SUPPORT LOCATION MARKERS

PFS#02
Conforms to HUD MHCSS
1/13/22

DIVISIONS	
231	SUGARCREEK
233	ARKANSAS CITY
235	SAN JACINTO
X 237	WOODLAND
239	OCALA
241	LEOLA
243	LANCASTER
245	McMINNVILLE

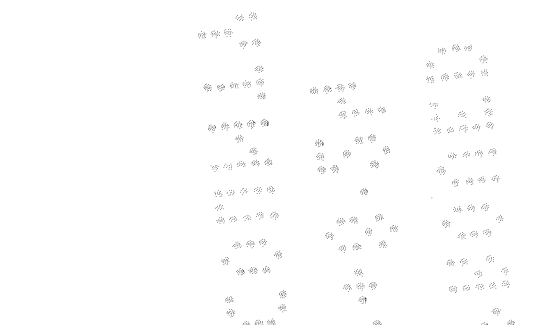
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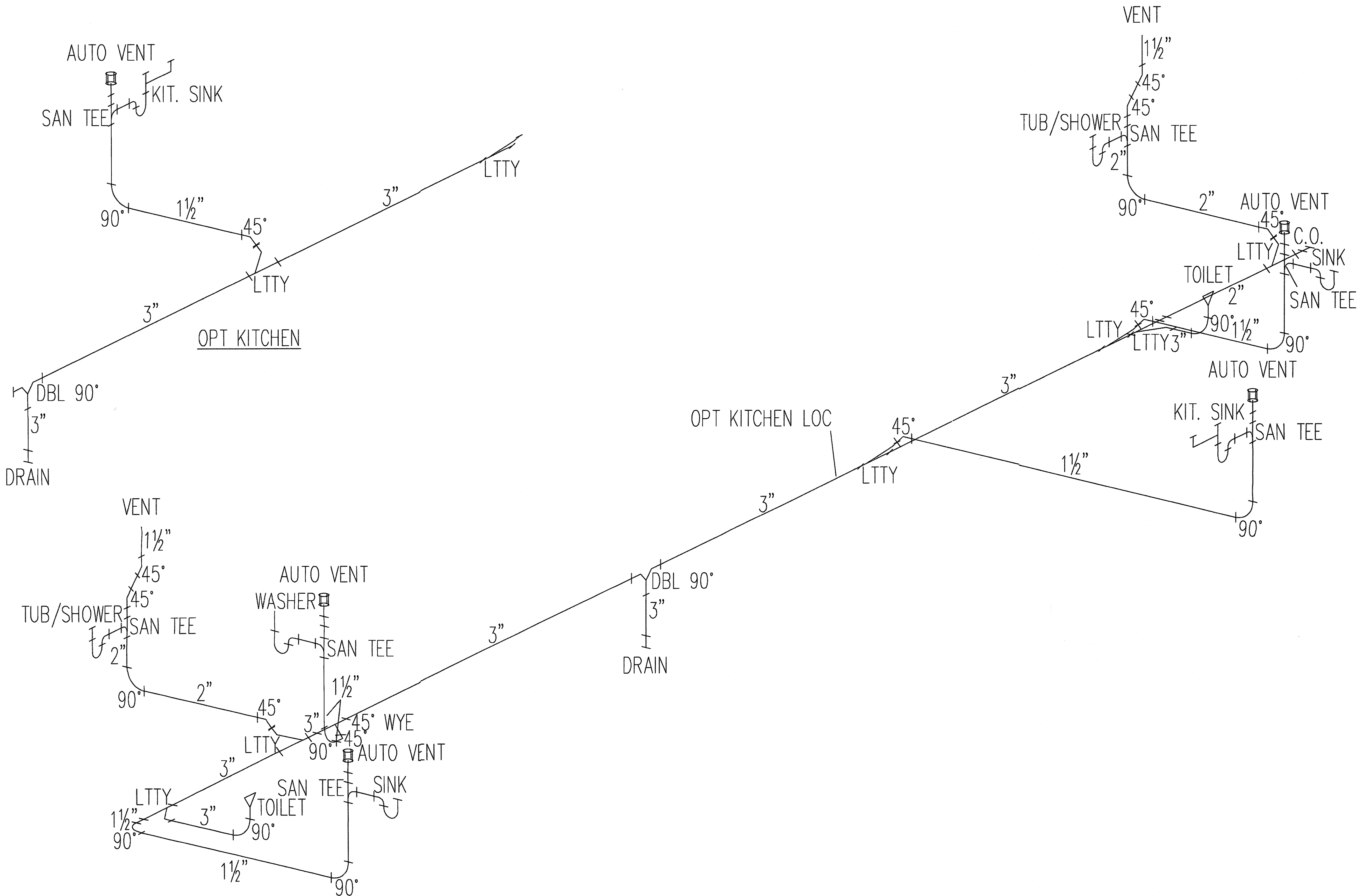
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SHEET CONTENTS

M.H. MANUF. DRAIN LINE PLANS

SHEET NUMBER

MPE 2.0



NOTES:

1. PITCH: 1/4" PER FOOT OR 1/8" PER FOOT w/ CLEANOUT
2. TRAP ARMS MAY BE SWUNG PER FLOOR PLAN
3. ALL ELL'S TO BE LONG TURN
4. MATERIAL: ABS-DWV PLASTIC OR OTHER LISTED MATERIALS
5. VENT = VENT THRU ROOF
6. DRAIN = TERMINATION POINT
7. LTTY = LONG TURN T-Y or COMBINATION WYE w/ 1/8 BEND
8. FITTINGS DEPICTED AS HUB TO HUB SHALL HAVE A PIECE OF PIPE JOINING THEM. THAT PIPE SHALL BE SIZED THE SAME AS THE PIPE UPSTREAM OF THOSE FITTINGS. ALTERNATELY, THE FITTINGS MAY ALSO BE STREET FITTINGS.



DIVISIONS

231	SUGARCREEK
233	ARKANSAS CITY
235	SAN JACINTO
X 237	WOODLAND
239	OCALA
241	LEOLA
243	LANCASTER
245	McMINNVILLE

BOX LENGTH
28' WIDE

DESCRIPTION

DRAIN LINE - 2933

SKYLINE

DRWN: MSB WIND ZONE:

DATE: 01/12/2022 ROOF ZONE:

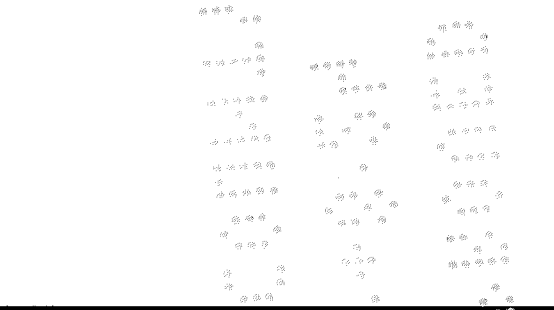
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DRAWING NUMBER

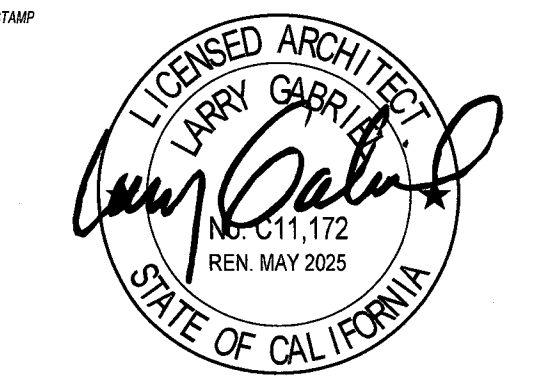
28-19057-06Q



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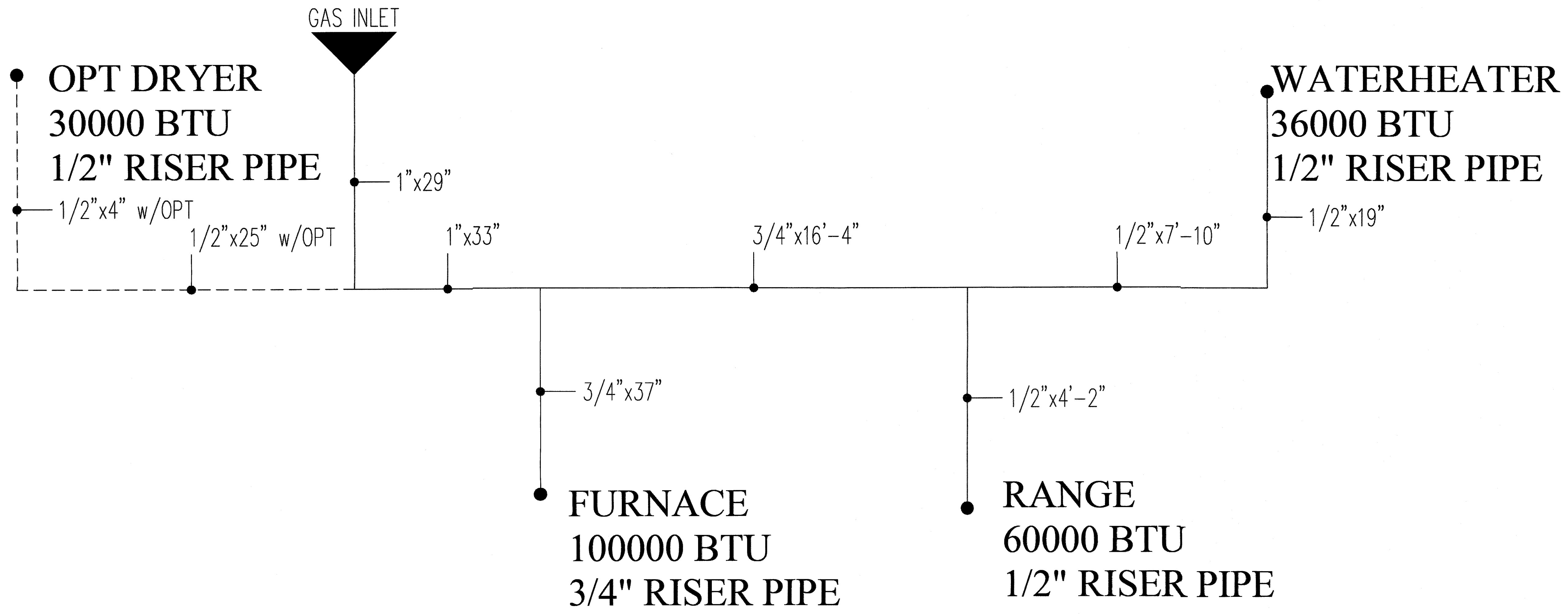
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SHEET CONTENTS

M.H. MANUF. GAS LINE PLANS 1

SHEET NUMBER

MPE 3.0



NOTES:

1. MAXIMUM DISTANCE TO REMOTE OUTLET: 40'
2. PIPE LENGTHS SHOWN MAY VARY (NOT TO EXCEED TOTAL MAXIMUM DISTANCE)
3. PIPING TO BE STEEL OR WROUGHT IRON



DIVISIONS	
231	SUGARCREEK
233	ARKANSAS CITY
235	SAN JACINTO
X 237	WOODLAND
239	OCALA
241	LEOLA
243	LANCASTER
245	McMINNVILLE

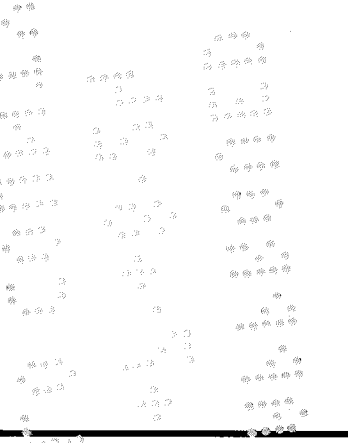
BOX LENGTH	DESCRIPTION
	GAS LINE -- 2933

SKYLINE

DRWN: KSMITH WIND ZONE:
 DATE: 12/21/2021 ROOF ZONE:
 SHEET _____ OF _____
 DRAWING NUMBER
28-19057-06Q



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 530 10TH STREET
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 APN : 021-221-015 & -016

PROJECT NUMBER 24-400.01

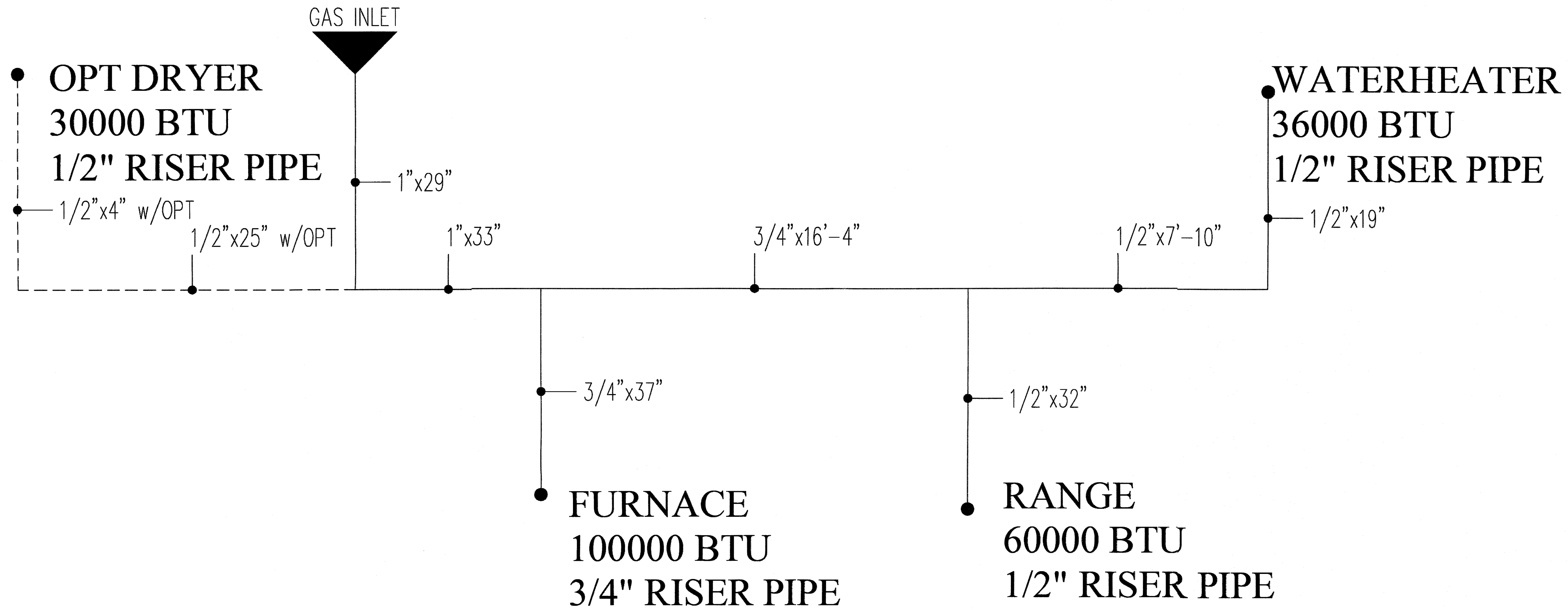
NO.	DESCRIPTION	DATE
△	PC04 SUBMITTAL SET	05-14-2024
△		
△		
△		
△		
△		
△		

DRAWN BY AV CHECKED BY LG/JDB

M.H. MANUF. GAS LINE PLANS 2

SHEET NUMBER

MPE 3.1



OPT KITCHEN

SKYLINE

DRWN: KSMITH WIND ZONE:
 DATE: 12/21/2021 ROOF ZONE:
 SHEET _____ OF _____
 DRAWING NUMBER
 28-19057-06Q

NOTES:

1. MAXIMUM DISTANCE TO REMOTE OUTLET: 40'
2. PIPE LENGTHS SHOWN MAY VARY (NOT TO EXCEED TOTAL MAXIMUM DISTANCE)
3. PIPING TO BE STEEL OR WROUGHT IRON



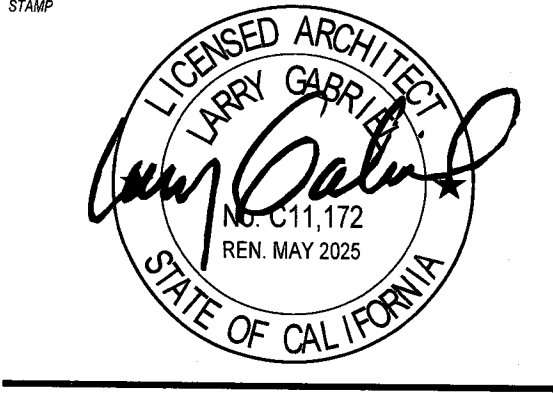
DIVISIONS	
231	SUGARCREEK
233	ARKANSAS CITY
235	SAN JACINTO
X 237	WOODLAND
239	OCALA
241	LEOLA
243	LANCASTER
245	McMINNVILLE

BOX LENGTH	DESCRIPTION
	GAS LINE -- 2933



OFFICE OF STATE FIRE MARSHAL STAMP
CALIFORNIA

GABRIEL-ARCHITECTS.COM
PASO ROBLES OFFICE
530 10TH STREET
PASO ROBLES, CA 93446
805.238.9600



CONSULTANT

HOUSING ADDITION FOR:



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93451
APN : 021-221-015 & -016

PROJECT NUMBER 24-400.01

NO.	DESCRIPTION	DATE
1	PC04 SUBMITTAL SET	06-14-2024
2		
3		
4		
5		
6		
7		
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10		

DESIGNED BY: AV
CHECKED BY: LG/JDB
SHEET NUMBER: FIRE SPRINKLER PLAN

SHEET NUMBER

FS 1.0

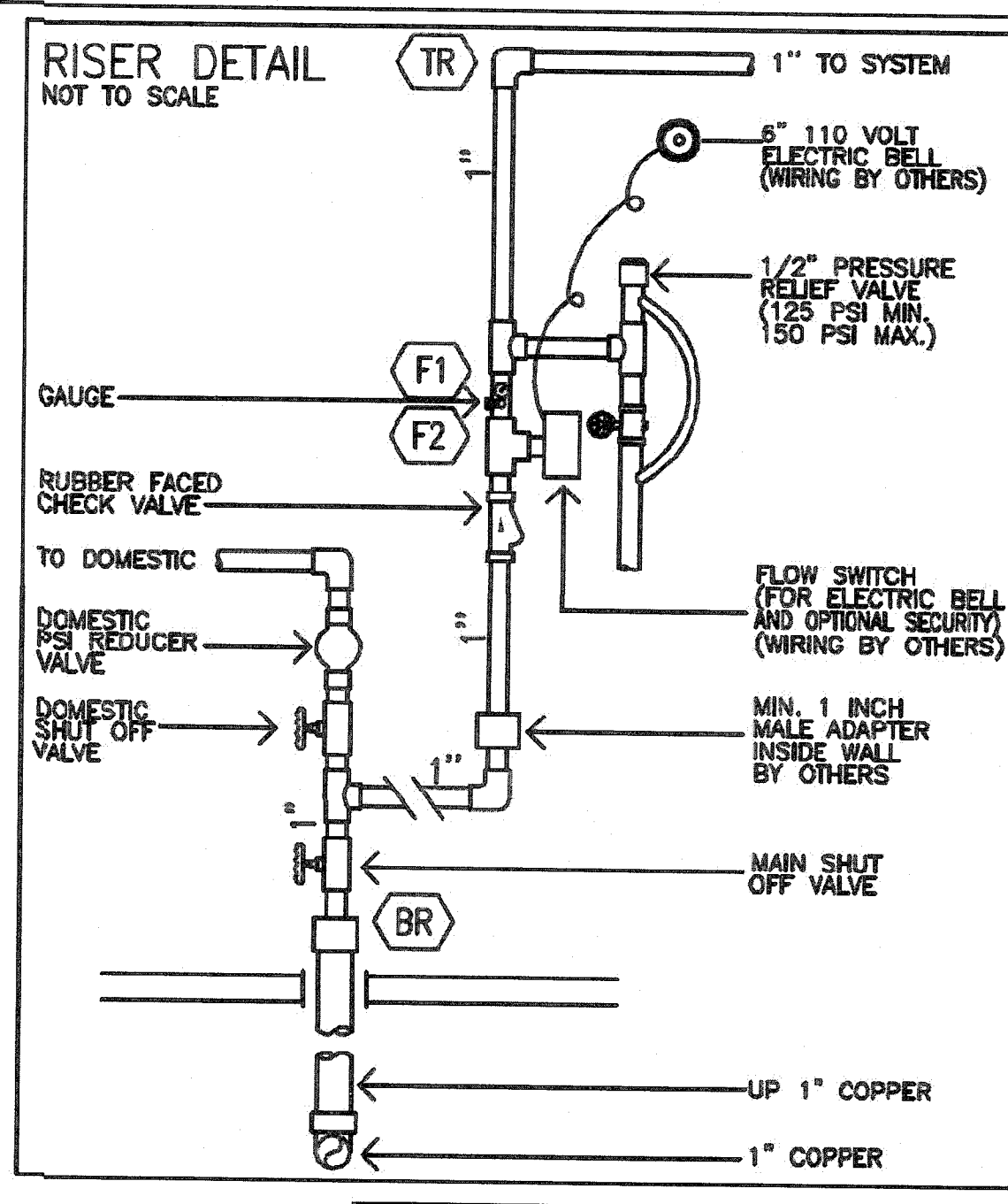
NOTES

- ALL ELEMENTS OF THIS DESIGN AND INSTALLATION ARE TO CONFORM WITH NFPA-13D, 2016 ED.
- THE WATER SUPPLY AND FEMALE ADAPTER TO BE PROVIDED BY OTHERS AT APPROX. 3'-0" A.F.F. AT THE RISER LOCATION(S) SHOWN.
- (1) 6" MIN 110 VO. ELEC. BELL AND/OR HORN SUPPLIED BY HOUSE CURRENT WILL BE MOUNTED ON THE STRUCTURES EXTERIOR. THE FLOW SWITCH WILL BE CONNECTED INTO THE ELECTRIC BELL/HORN FOR ON-SITE DEVICE ACTIVATION REPORTING.
- ALL ELECTRIC WIRING IS BY OTHERS.
- DO NOT SCALE DRAWINGS. PLEASE REFER TO DIMENSIONS AND CUT LENGTHS.
- HANGER SPACING AS FOLLOWS: 5-6 O.C. FOR 3/4 PIPE, 6-0 O.C. FOR 1" PIPE, 6-6 O.C. FOR 1-1/4 PIPE, 7-0 O.C. FOR 1-1/2 THRU 2" PIPE.
- FOR SPRINKLER HEAD SPACING AND DESIGN CRITERIA, SEE MFR'S SPECS.
- ALL INSULATION TO BE INSTALLED ABOVE OR AROUND CENTRAL BLAZEMASTER PIPING, BY OTHERS.
- THIS SYSTEM TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 100 PSI FOR 2 HOURS.
- ALL OVERHEAD SYSTEM PIPE MATERIALS TO BE CPVC.
- ALL REPLACEMENT SPRINKLERS TO BE EQUAL TO EXISTING.
- (1-0): INDICATES PIPE C.L. DIMENSION ON THE SLOPE.
- ALL PIPING TO BE 1" UNLESS NOTED OTHERWISE.
- PER NFPA 13D - 2016 SECTION 7.3.5 AND AS THE MAXIMUM AMBIENT CEILING TEMPERATURE IS EXPECTED TO EXCEED 100 DEGREES F, INTERMEDIATE TEMPERATURE RATED SPRINKLERS SHALL BE INSTALLED THROUGHOUT THE HOUSE.
- THE SPRINKLER SYSTEM TO BE HYDROSTATICALLY TESTED AT THE MANUFACTURING FACILITY FOR EACH COMPLETELY ASSEMBLED TRANSPORTABLE SECTION AT 100PSI FOR 2 HOURS WITH NO PRESSURE LOSS OR WATER LEAKAGE.

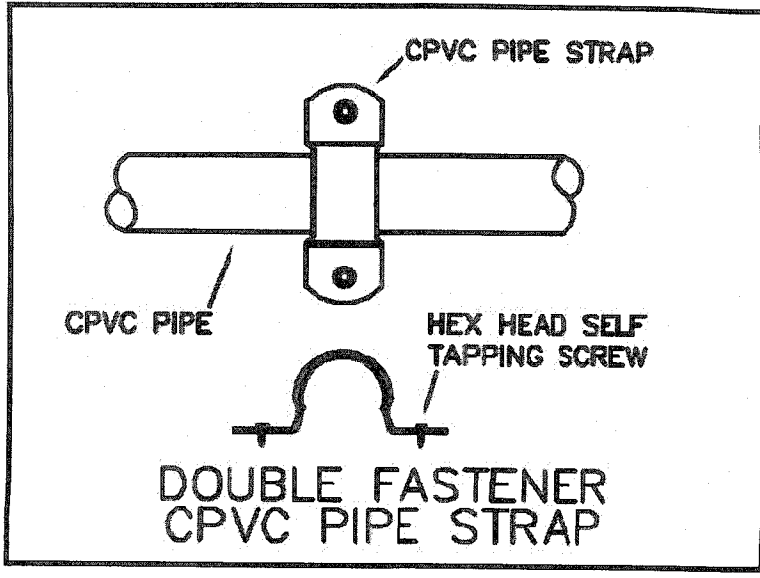
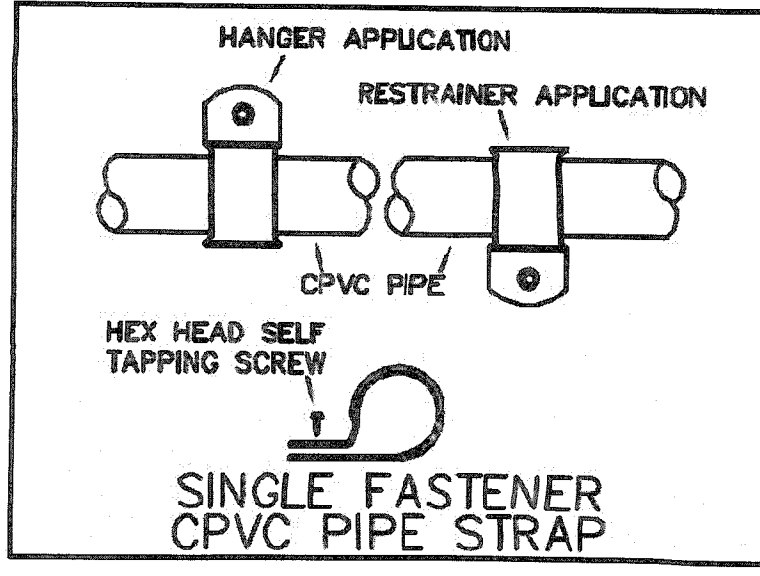
SPRINKLER LEGEND											
SYM	CNT	NAME	METAL	TEMP	K	NPT	ORIF	MF.G.	MODEL#	ESCU T	S. I. N.
☉	2	PEND	WHITE	175	4.90	1/2"	7/16	TYCO	LF2-REC'D	WHITE	TY2234
☉	12	PEND	WHITE	160	4.90	1/2"	7/16	TYCO	LF2-CONC'D	WHITE	TY3596
	14	TOTAL HEADS									

HYDRAULIC DATA	
REMOTE AREA #1 (2 HEAD CALC 16X16 SPACING)	
OCCUPANCY CLASS	RESIDENTIAL
TOTAL HEADS FLOWING	2
K-FACTOR	4.9
TOTAL WATER REQUIRED	31.4
TOTAL PRESSURE REQUIRED	28.7

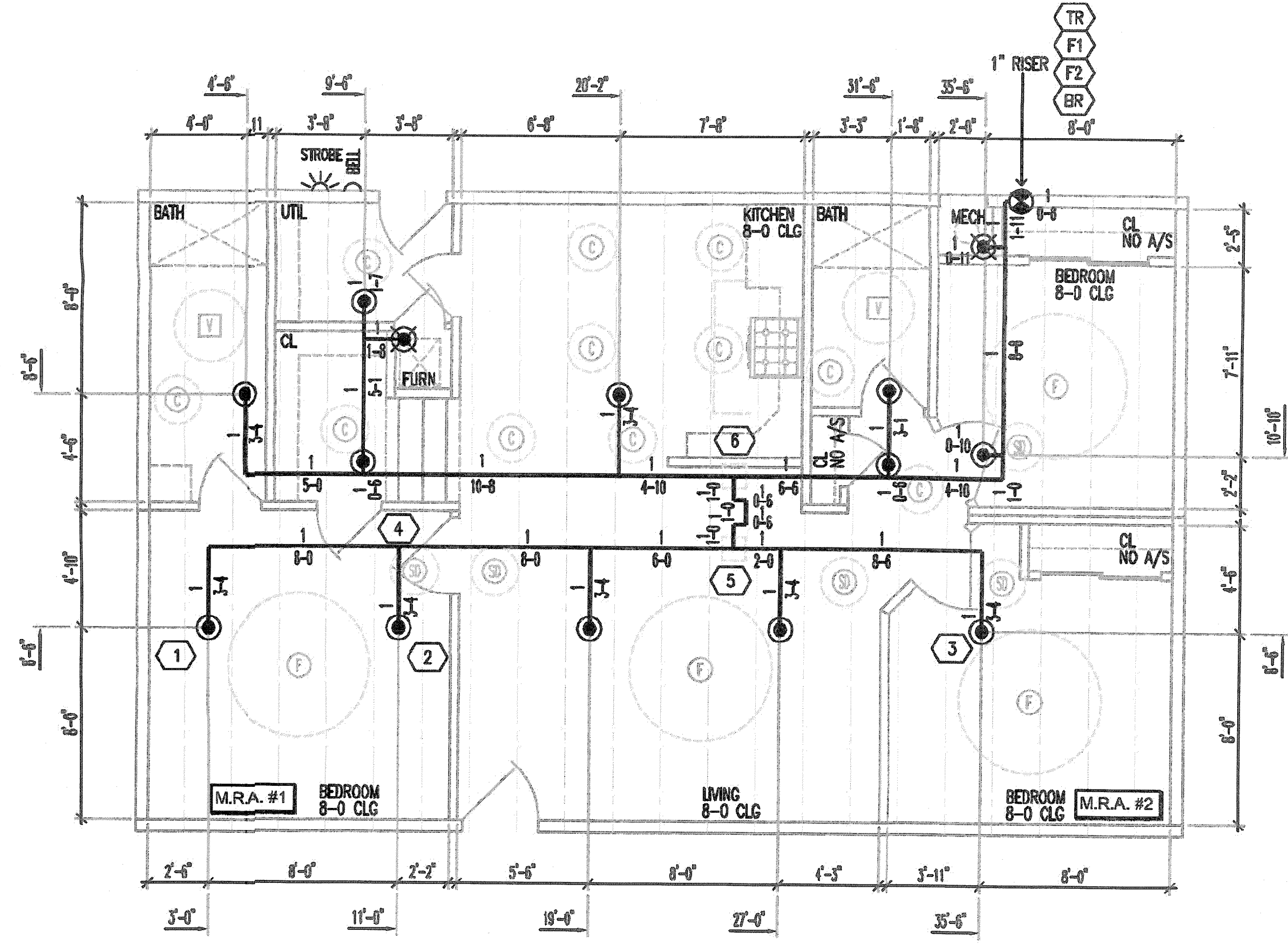
HYDRAULIC DATA	
REMOTE AREA #2 (1 HEAD CALC 16X16 SPACING)	
OCCUPANCY CLASS	RESIDENTIAL
TOTAL HEADS FLOWING	1
K-FACTOR	4.9
TOTAL WATER REQUIRED	19.3
TOTAL PRESSURE REQUIRED	20.0



DESIGN CRITERIA
FIRE SPRINKLER SYSTEM DESIGN & INSTALLATION IN MANUFACTURED SINGLE FAMILY HOME IN COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 18015, CCR TITLE 25, ARTICLE 2.5, NFPA 13D 2016 EDITION.



MIN WATER / PUMP REQUIREMENTS
A MINIMUM OF 40 PSI AT 35 GPM AT THE BOTTOM OF THE FIRE SPRINKLER RISER IS REQUIRED. IF ANY LESS WATER IS PROVIDED, IT MAY RENDER THE SYSTEMS UNUSABLE.



FIRE SPRINKLER PIPING PLAN
SCALE: 1/8" = 1'-0"
NOTE: PIPE LENGTHS ARE CENTER TO CENTER

PFS APPROVED
BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS
DATE: 4/11/2022
EXPIRES: 7/31/2023
APPROVAL # PFS- 22-003294
THIS APPROVAL DOES NOT AUTHORIZE OR APPROVE ANY OMISSION OR DEVIATION FROM THE REQUIREMENTS OF STATE LAWS OR APPLICABLE LOCAL ORDINANCES
THIS APPROVAL APPLIES TO THE FACTORY BUILT PORTION ONLY
PFS CORPORATION - Los Angeles, California

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE NONRESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

RESPONSE PARTY grid with checkboxes for various sections and tables.

CHAPTER 3 GREEN BUILDING SECTION 301 GENERAL 301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code.

5.106.2 STORMWATER POLLUTION PREVENTION FOR PROJECTS THAT DISTURB ONE OR MORE ACRES OF LAND. Comply with all lawfully enacted stormwater discharge regulations for projects that (1) disturb one acre or more of land, or (2) disturb less than one acre of land but are part of a larger common plan of development.

5.106.5.3 Use of automatic load management systems (ALMS). ALMS shall be permitted for EVCS. When ALMS is installed, the required electrical load capacity specified in Section 5.106.5.3.1 for each EVCS may be reduced when serviced by an EVSE controlled by an ALMS.

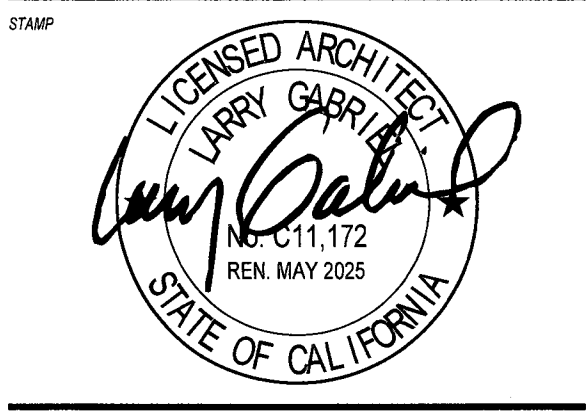
MAXIMUM ALLOWABLE GLARE RATING (G) TABLE 5.106.5.4.1 RACEWAY CONDUIT AND PANEL POWER REQUIREMENTS FOR MEDIUM- AND HEAVY-DUTY EVSE [N] TABLE 5.106.8 [N] MAXIMUM ALLOWABLE BACKLIGHT, UPLIGHT AND GLARE (BUG) RATINGS

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS.

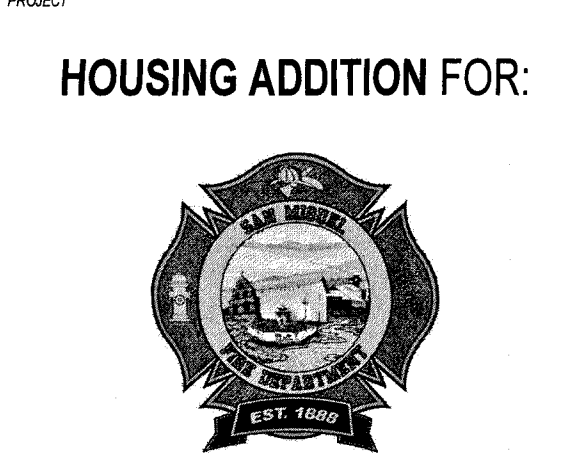


OFFICE OF STATE FIRE MARSHAL STAMP

GABRIEL-ARCHITECTS.COM PASO ROBLES OFFICE 530 10TH STREET PASO ROBLES, CA 93446 805 238 9600



CONSULTANT PROJECT HOUSING ADDITION FOR: SAN MIGUEL FIRE DEPT.



1144 MISSION STREET SAN MIGUEL, CA 93451 APN : 021-221-015 & -016

Table with columns: NO., DESCRIPTION, DATE. Includes entries for PC04 SUBMITTAL SET and other project documents.

CAL GREEN CHECKLIST NON-RESIDENTIAL

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE NONRESIDENTIAL MANDATORY MEASURES, SHEET 3 (January 2023)

Y NA RESPON PARTY YES NOT APPLICABLE RESPONSIBILITY PARTY (i.e. ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

5.504.4 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with Sections 5.504.4.1 through 5.504.4.6.

5.504.4.1 Adhesives, sealants and caulks. Adhesives, sealants, and caulks used on the project shall meet the requirements of the following standards:

- Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products as specified in subsection 2, below.
- Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507.

TABLE 5.504.4.1 - ADHESIVE VOC LIMIT^{1,2}

Less Water and Less Exempt Compounds in Grams per Liter	CURRENT VOC LIMIT
ARCHITECTURAL APPLICATIONS	
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	50
SUBFLOOR ADHESIVES	65
CERAMIC TILE ADHESIVES	50
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVES	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT SPECIFICALLY LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	30
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168, www.arb.ca.gov/DROB/SC/CRHTRMLR1168.PDF

TABLE 5.504.4.2 - SEALANT VOC LIMIT

Less Water and Less Exempt Compounds in Grams per Liter	CURRENT VOC LIMIT
SEALANTS	
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	250
NONPOROUS	775
POROUS	500
MODIFIED BITUMINOUS	760
MARINE DECK	750
OTHER	750

NOTE: FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THESE TABLES, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

5.504.4.3 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.38 and 4.37 of the 2007 California Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

5.504.4.3.1 Aerosol Paints and coatings. Aerosol paints and coatings shall meet the PVMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.

TABLE 5.504.4.3 - CONT.

GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS	CURRENT VOC LIMIT
COATING CATEGORY	
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH-TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	70
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS:	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAIN ³	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS

2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE

3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

5.504.4.3.2 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

- Manufacturer's product specification
- Field verification of on-site product containers

5.504.4.4 Carpet Systems. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350).

See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CID/DCDC/EH/IAQ/Pages/VOC.aspx#material>

5.504.4.4.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350).

See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CID/DCDC/EH/IAQ/Pages/VOC.aspx#material>

5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.

5.504.4.5 Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure (ATCM) for Composite Wood (17 CCR 93120 et seq.). Those materials not exempted under the ATCM must meet the specified emission limits, as shown in Table 5.504.4.5.

5.504.4.5.3 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

- Product certifications and specifications.
- Chain of custody certifications.
- Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
- Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 3S standards.
- Other methods acceptable to the enforcing agency.

TABLE 5.504.4.5 - FORMALDEHYDE LIMITS:

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD ²	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIFORNIA CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.

2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16 INCHES (8 MM).

5.504.4.6 Resilient flooring systems. Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350).

See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CID/DCDC/EH/IAQ/Pages/VOC.aspx#material>

5.504.4.6.1 Verification of compliance. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits.

5.504.4.7 Thermal insulation
Comply with the requirements of the California Department of Public Health, "Standard Method of the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 1.2, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs. <https://www.cdph.ca.gov/Programs/CID/DCDC/EH/IAQ/Pages/VOC.aspx#material>

5.504.4.7.1 Verification of compliance.
Documentation shall be provided verifying that thermal insulation materials meet the pollutant emission limits.

5.504.4.8 Acoustical ceiling and wall panels. Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs.

5.504.4.8.1 Verification of compliance. Documentation shall be provided verifying that acoustical finish materials meet the pollutant emission limits.

5.504.5.3 Filters. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 13. MERV 13 filters shall be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual.

Exception: Existing mechanical equipment.

5.504.5.3.1 Labeling. Installed filters shall be clearly labeled by the manufacturer indicating the MERV rating.

5.504.7 ENVIRONMENTAL TOBACCO SMOKE (ETS) CONTROL. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor seating areas and within the building as already prohibited by other laws or regulations, or as enforced by ordinances, regulations or policies of any city, county, city and county, California Community College, campus of the California State University, or campus of the University of California, whichever is more stringent. When ordinances, regulations or policies are not in place, post signage to inform building occupants of the prohibitions.

SECTION 5.505 INDOOR MOISTURE CONTROL
5.505.1 INDOOR MOISTURE CONTROL. Buildings shall meet or exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1202 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures, see Section 5.407.2 of this code.

SECTION 5.506 INDOOR AIR QUALITY
5.506.1 OUTSIDE AIR DELIVERY. For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.1 (Requirements For Ventilation) of the California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.

5.506.2 CARBON DIOXIDE (CO₂) MONITORING. For buildings or additions equipped with demand control ventilation, CO₂ sensors and ventilation controls shall be specified and installed in accordance with the requirements of the California Energy Code, Section 120(c)(4).

5.506.3 Carbon dioxide (CO₂) monitoring in classrooms. (DSA-35) Each public K-12 school classroom, as listed in Table 120.1-A of the California Energy Code, shall be equipped with a carbon dioxide monitor or sensor that meets the following requirements:

- The monitor or sensor shall be permanently affixed in a tamper-proof manner in each classroom between 3 and 6 feet (914 mm and 1829 mm) above the floor and at least 5 feet (1524 mm) away from door and operable windows.
- When the monitor or sensor is not integral to an Energy Management Control System (EMCS), the monitor or sensor shall display the carbon dioxide readings on the device. When the sensor is integral to an EMCS, the carbon dioxide readings shall be available to and regularly monitored by facility personnel.
- A monitor shall provide notification through a visual indicator on the monitor when the carbon dioxide levels in the classroom have exceeded 1,100ppm. A sensor integral to an EMCS shall provide notification to facility personnel through a visual and/or audible indicator when the carbon dioxide levels in the classroom have exceeded 1,100ppm.
- The monitor or sensor shall measure carbon dioxide levels at minimum 15-minute intervals and shall maintain a record of previous carbon dioxide measurements of not less than 30 days duration.
- The monitor or sensor used to measure carbon dioxide levels shall have the capacity to measure carbon dioxide levels with a range of 400ppm to 2000ppm or greater.
- The monitor or sensor shall be certified by the manufacturer to be accurate within 75ppm at 1,000ppm carbon dioxide concentration and shall be certified by the manufacturer to require recalibration no more frequently than once every 5 years.

SECTION 5.507 ENVIRONMENTAL COMFORT
5.507.4 ACOUSTICAL CONTROL. Empty building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E 90 and ASTM E 413, or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332, using either the prescriptive or performance method in Section 5.507.4.1 or 5.507.4.2.

Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, stadiums, storage, enclosed parking structures and utility buildings.

Exception: [DSA-35] For public schools and community colleges, the requirements of this section and all subsections apply only to new construction.

5.507.4.1 Exterior noise transmission, prescriptive method. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:

- Within the 65 CNEL noise contour of an airport.

Exceptions:

- L_w or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICLZ) plan.
- L_w or CNEL for other airports and heliports for which a land use plan has not been developed shall be determined by the local general plan noise element.

5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB L_w, 1-hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30).

5.507.4.2 Performance Method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq-1hr) of 50 dBA in occupied areas during any hour of operation.

5.507.4.2.1 Site Features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior.

5.507.4.2.2 Documentation of Compliance. An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.

5.507.4.3 Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40.

Note: Examples of assemblies and their various STC ratings may be found at the California Office of Noise Control: www.toolbase.org/PDF/CaseStudies/scr_jcc_ratings.pdf

SECTION 5.508 OUTDOOR AIR QUALITY
5.508.1 Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall comply with Sections 5.508.1.1 and 5.508.1.2.

5.508.1.1 Chlorofluorocarbons (CFCs). Install HVAC, refrigeration and fire suppression equipment that do not contain CFCs.

5.508.1.2 Halons. Install HVAC, refrigeration and fire suppression equipment that do not contain Halons.

5.508.2 Supermarket refrigerant leak reduction. New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores 8,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities.

Exception: Refrigeration systems containing low-global warming potential (low-GWP) refrigerant with a GWP value less than 150 are not subject to this section. Low-GWP refrigerants are nonozone-depleting refrigerants that include ammonia, carbon dioxide (CO₂), and potentially other refrigerants.

5.508.2.1 Refrigerant piping. Piping compliant with the California Mechanical Code shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1 1/4 inch, flared tubing connections and short radius elbows shall not be used in refrigeration systems except as noted below.

5.508.2.1.1 Threaded pipe. Threaded connections are permitted at the compressor rack.

5.508.2.1.2 Copper pipe. Copper tubing with an OD less than 1 1/4 inch may be used in systems with a refrigerant charge of 5 pounds or less.

5.508.2.1.2.1 Anchorage. One-fourth-inch OD tubing shall be securely clamped to a rigid base to keep vibration levels below 8 mils.

5.508.2.1.3 Flared tubing connections. Double-flared tubing connections may be used for pressure controls, valve pilot lines and oil.

Exception: Single-flared tubing connections may be used with a multiring seal coated with industrial sealant suitable for use with refrigerants and tightened in accordance with manufacturer's recommendations.

5.508.2.1.4 Elbows. Short radius elbows are only permitted where space limitations prohibit use of long radius elbows.

5.508.2.2 Valves. Valves and fittings shall comply with the California Mechanical Code and as follows:

5.508.2.2.1 Pressure relief valves. For vessels containing high-GWP refrigerant, a rupture disc shall be installed between the outlet of the vessel and the inlet of the pressure relief valve.

5.508.2.2.1.1 Pressure detection. A pressure gauge, pressure transducer or other device shall be installed in the space between the rupture disc and the relief valve inlet to indicate a disc rupture or discharge of the relief valve.

5.508.2.2.2 Access valves. Only Schrader access valves with a brass or steel body are permitted for use.

5.508.2.2.2.1 Valve caps. For systems with a refrigerant charge of 5 pounds or more, valve caps shall be brass or steel and not plastic.

5.508.2.2.2.2 Seal caps. If designed for it, the cap shall have a neoprene O-ring in place.

5.508.2.2.2.1 Chain tethers. Chain tethers to fit over the stem are required for valves designed to have seal caps.

Exception: Valves with seal caps that are not removed from the valve during stem operation.

5.508.2.3 Refrigerated service cases. Refrigerated service cases holding food products containing vinegar and shall have evaporator coils of corrosion-resistant material, such as stainless steel, or be coated to prevent corrosion from these substances.

5.508.2.3.1 Coil coating. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency.

5.508.2.4 Refrigerant receivers. Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver.

5.508.2.5 Pressure testing. The system shall be pressure tested during installation prior to evacuation and charging.

5.508.2.5.1 Minimum pressure. The system shall be charged with regulated dry nitrogen and appropriate tracer gas to bring system pressure up to 300 psig minimum.

5.508.2.5.2 Leaks. Check the system for leaks, repair any leaks, and retest for pressure using the same gauge.

5.508.2.5.3 Allowable pressure change. The system shall stand, unaltered, for 24 hours with no more than a +1-one pound pressure change from 300 psig, measured with the same gauge.

5.508.2.6 Evacuation. The system shall be evacuated after pressure testing and prior to charging.

5.508.2.6.1 First vacuum. Pull a system vacuum down to at least 1000 microns (+/- 50 microns), and hold for 30 minutes.

5.508.2.6.2 Second vacuum. Pull a second system vacuum to a minimum of 500 microns and hold for 30 minutes.

5.508.2.6.3 Third vacuum. Pull a third vacuum down to a minimum of 300 microns, and hold for 24 hours with a maximum drift of 100 microns over a 24-hour period.

CHAPTER 7 INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS 702.1 INSTALLER TRAINING.

HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

- State certified apprenticeship programs.
- Public utility training programs.
- Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
- Programs sponsored by manufacturing organizations.
- Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or qualifications may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

- Certification by a national or regional green building program or standard publisher.
- Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
- Successful completion of a third party apprentice training program in the appropriate trade.
- Other programs acceptable to the enforcing agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

[BSC-CG] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence

Inspection Record Card - Commercial

COUNTY OF SAN LUIS OBISPO
PLANNING & BUILDING DEPT.
 976 OSOS ST., ROOM 200
 SAN LUIS OBISPO, CA 93408
 805-781-5600
www.sloplanning.org

Please call **805-788-6602** or email pl-inspections@co.slo.ca.us one business day before an inspection. The approved plans and inspection card **MUST** be in an obvious place on site the day of inspection. **SITE ID OR ADDRESS MUST BE POSTED IN CONSPICUOUS PLACE.** You may call your inspector between 7:00 - 8:00 a.m. any business day with questions.

PLACE LABEL HERE

CBLD2022-00021

KELLER FRANCES M TRE / 021-221-016
 Essential Services
 1140 MISSION ST, SAN MIGUEL 93451
 MANUFACTURED MULTI-FAMILY BUILDING (1,166 SF) FOR SAN MIGUEL FIRE DEPARTMENT

PLEASE COMPLETE ANY SPECIAL REQUIREMENTS LISTED ON THE PERMIT PRIOR TO REQUESTING INSPECTIONS. PARTIAL APPROVALS RECORDED ON REVERSE SIDE.

EROSION CONTROL MEASURES MUST BE IN PLACE FOR THE DURATION OF PROJECT

FOUNDATIONS: THESE MUST BE APPROVED BEFORE CONCRETE IS PLACED			
Footings	1500	PregROUT/Shotcrete	1900
Setbacks	1500	Footing (Fence/Ret. Wall)	2100
Ufer Ground	1500	Waterproofing	2100
Concrete Slab	1500	Gravity Wall Tieback	2100
Pier Footings	1500	Wall Drains	2100
Stem Walls	1500	Electrical Tag/Temporary Power	2600
SUB-FLOOR AND UNDER SLAB INSPECTIONS:			
Under-floor Mechanical	2550	Under-slab Electrical	2700
Under-floor Plumbing	2550	Under-slab Mechanical	2700
Joist and Girders	2550	Under-slab Plumbing	2700
Hold-down Anchors	2550	Radiant Floor Heating	2050
Cripple Wall Shear	2550		
*** OSHA APPROVED LADDER MUST BE PROVIDED***			
FRAMING INSPECTIONS: SEE SPECIAL INSPECTION REQUIREMENTS		SUB TRADE INSPECTIONS: THESE MUST BE APPROVED BEFORE INSULATING	
Lateral Shear	2150	Rough Framing	2350
Roof Framing	2150	Rough Electrical	2350
Roof Nailing	2150	Rough Plumbing	2350
Epoxy Bolts (max 6)	2150	Rough Mechanical	2350
Metal Building Frame	1750	Fire Damper/Stopping	2350
Concrete Tilt Up Panels	1100	Roof Drains	2350
LATH / INSULATION / DRYWALL INSPECTIONS: THESE MUST BE APPROVED BEFORE COVERED			
Stucco Lath	2500	Drywall	1250
Insulation - Wall	1550	Fire Caulking	1250
Insulation - Ceiling	1550	Interior Gas Test	1600
Insulation - Roof Deck	1550	Suspended Ceiling Grid (T-Bar)	2350
Insulation - Floor	1550		
OUTDOOR UTILITY INSPECTIONS: THESE MUST BE APPROVED PRIOR TO BACKFILL			
Sewer Line	2800	U/G Gas Line	2450
Back Water Valve	2800	U/G LP Tank	2450
Septic Tank	2800	U/G Water Lines	2450
Leach Field	2800	U/G Conduit	2450
Abandon Septic Tank	1050		
FINAL INSPECTIONS - Call Agencies Prior to Building Final		DO NOT OCCUPY BUILDING UNTIL FINAL APPROVAL	
Fire Department		Final Building	1400
Public Works	805-781-5252	Final Electrical	1400
Service District		Final Plumbing	1400
Development Review	805-788-2009	Final Mechanical	1400
Recycle	805-781-5628	Final Grading	1400
Health Department	805-781-5544	Erosion Control	1300
		Accessibility	1400

*****Roof Nailing Inspection will not be performed in wet, icy, or other hazardous conditions.*****

BLD-1023 04/25

PARTIAL APPROVAL STATEMENT

Inspections recorded on this side are supplemental inspection to those listed on the front of the card.
APPROVAL of each category will be recorded on the front side only.
SITE ID OR ADDRESS MUST BE POSTED IN A CONSPICUOUS PLACE.
You may call your inspector between 7:00 – 8:00 a.m. any business day with questions.

**COUNTY OF SAN LUIS OBISPO
PLANNING & BUILDING DEPT.
976 OSOS ST., ROOM 200
SAN LUIS OBISPO, CA 93408
805-781-5600
www.sloplanning.org**



FOUNDATIONS: (Date, Initial, Description)	

SUB-FLOOR AND UNDER SLAB INSPECTIONS: (Date, Initial, Description)	

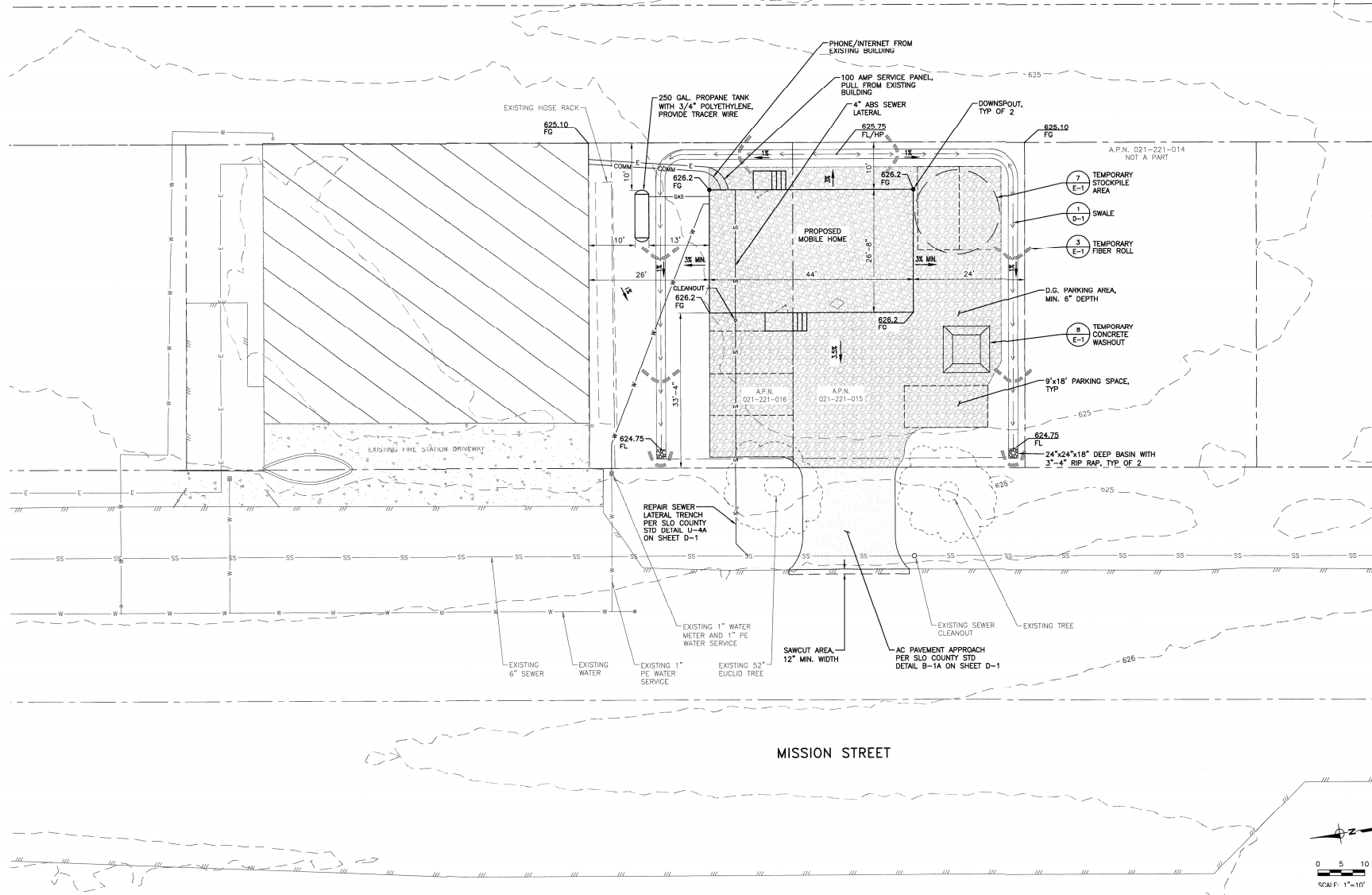
FRAMING INSPECTIONS: (Date, Initial, Description)
Concrete Tilt Up Panels By Panel # (1100):

SUB TRADE INSPECTIONS: (Date, Initial, Description)

LATH / INSULATION / DRYWALL INSPECTIONS: (Date, Initial, Description)	
	Type I/II Hood (2650):

OUTDOOR UTILITY INSPECTIONS: (Date, Initial, Description)	
Grease Trap/ Interceptor (2800):	
Dosing Tank (2800):	
Pump (2800):	
Alarms (2800):	

FINAL INSPECTIONS - Call Agencies Prior to Building Final (Date, Initial, Description)	



MISSION STREET



OFFICE OF OVER THE HILL SERIAL STAMP

DATE	DESCRIPTION

GABRIEL-ARCHITECTS.COM

1400 NOBLE OFFICE
330 10TH STREET
PASO ROBLES, CA 94601
805.238.9523



CREATED BY



805 AEROVISTA PLACE, SUITE 201
SAN LUIS OBISPO, CA 93401
PHONE: (805) 452-8833
FAX: (805) 888-2764

PROJECT

HOUSING ADDITION



SAN MIGUEL FIRE DEPT.

1144 MISSION STREET
SAN MIGUEL, CA 93401
APN: 021-221-016, 021-221-015

PRIORITY NUMBER 21-402.04

NO.	DESCRIPTION	DATE
1	PCMA RESUBMITTAL SET	04-11-2024

DRAWN BY: PMD
CHECKED BY: HEF
DATE: 06/11/24

SITE PLAN

REVISIONS

C-1



AED/CST Br23
 3730 La Cruz Way
 PASO ROBLES, CA 93446-5907
 Phone 805-434-5666
 Fax 805-434-5515



Quotation

EXPIRATION DATE	QUOTE NUMBER
10/06/2024	S5885023
AED/CST Br23 3730 La Cruz Way PASO ROBLES, CA 93446-5907 Phone 805-434-5666 Fax 805-434-5515	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

BALDWIN ELECTRIC SERVICE
 7930 SANTA ROSA ROAD
 ATASCADERO, CA 93422

BALDWIN ELECTRIC SERVICE
 7930 SANTA ROSA ROAD
 ATASCADERO, CA 93422

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
58870	SAN MIGUEL CSD		AED House 23	
WRITER	SHIP VIA	TERMS	SHIP DATE	
Lewis, Kim	2311	WC WILL CALL	NET 30 DAYS	09/06/2024
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	ITE Q2100 2P 100A 120/240V CB Pn: 5249		58.450/ea	58.45
80ft	EMT 112 1-1/2 IN EMT CONDUIT (GSI) Pn: 2785		280.030/c	224.02
2ea	BRDGPORT 254-SRTI 1-1/2" EMT RAINTIGHT INSULATED COMPRESSION CONNECTOR Pn: 6679440		587.030/c	11.74
7ea	BRDGPORT 264-SRT 1-1/2IN EMT RAINTIGHT COMPRESSION COUPLING Pn: 6679332		495.060/c	34.65
1ea	ITE GF223NR 2P 240V 100A SFTY SW Pn: 6501145		164.450/ea	164.45
10ft	PVC 1-1/2 11280 SCHEDULE 80 PVC CONDUIT Pn: 7149		196.630/c	19.66
30ft	PVC 1-1/2 112 SCHEDULE 40 PVC CONDUIT (GSI) Pn: 7147		120.750/c	36.23
2ea	PVC 1-1/2 11290 90D COND ELBOW (GSI) - Above not returnable w/o RGA - Pn: 7150		377.080/c	7.54
4ea	PVC 1-1/2 112CP CONDUIT CP (GSI) Pn: 7153		65.820/c	2.63
1ea	PVC 1-1/2 112TA TERMINAL ADAPTOR (GSI) Pn: 7155		85.740/c	0.86
1ea	PVC 1-1/2 112FA FEMALE ADP (GSI) Pn: 7154		79.510/c	0.80

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
10/06/2024	S5885023	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
15ea	UNISTRUT P1430ASEG 1-1/2IN CLAMP FOR EMT (GSI) (100/CTN) Pn: 7170307	155.670/c	23.35
20ft	UNISTRUT P1000T-10PG 1-5/8 SLOTTED STRUT ** 10FT ** DEEP PRE-GALV 12GA (GSI) !!!!! SLOTTED !!!!! Pn: 7170313	256.250/c	51.25
1ea	ITE ECHS150 1-1/2" W/P HUB Pn: 6518461	22.160/ea	22.16
2ea	T&B 5336 1-1/2 INS L/T FLEX CONN Pn: 2165947	3615.260/c	72.31
4ft	FLX 112UA 1-1/2-UA/LA-GRAY LIQ LA015 CUTTING REEL Pn: 2991	619.210/c	24.77
1ea	ERICO 615880 (BLKBRN 6258) 5/8X8 CU BOND GRND Pn: 1428	23.020/ea	23.02
1ea	DOTTIE 26 1/2-1 ARMRD GRD CLAMP Pn: 45999	646.860/c	6.47
8ft	WIRE 6-SOLID-BARE-CU CUTTING REEL Cuts: 1 @ 8 ft Pn: 1105	734.890/m	5.88
360ft	WIRE 2-THHN-STR-BLACK CU CUTTING REEL Cuts: 1 @ 360 ft Pn: 43990	1883.770/m	678.16
120ft	WIRE 8-THHN-STR-GREEN CU CUTTING REEL Cuts: 1 @ 120 ft Pn: 43947	488.240/m	58.59
3ea	NSI IT-1/0 1/0-14AWG INSD-TAP CON Pn: 312321	13.780/ea	41.34
1ea	BLKBRN ADR2 14-2 ALCU SCR LUG Pn: 142708	91.330/c	0.91

Terms and Conditions: The quoted pricing reflected on this document is open for acceptance for a period of 24 hours. Taxes, Freight and/or other charges may not be included. Imported products containing raw materials which fluctuate with the market are subject to change without notice. In the event of errors or omissions, this price quote is void and will be corrected upon request.	Subtotal	1569.24
	S&H Charges	0.00
	Amount Due	1569.24



◆PROPOSAL & CONTRACT◆

To: San Miguel CSD.
 Re. Dirt work
 Email: Kelly.dodds@sanmiguelcsd.org
 Billing Address. PO BOX 180
 San Miguel Ca. 93451

Date 8-27-24
 Contact: Kelly.
 Phone: 805-2910815
 Site Address: 1144 Mission St
 San Miguel Ca. 93451

Att: Ben.

We propose to:

1. Dirt work.
 We will over x and compact pad as shown on drawings and soils report.
 We will also dig out and compact subgrade for new asphalt drive approach
 and swale and parking lot. \$42,760.00

2. Base work approximately 5,828 square feet.
 We will haul in DG as shown on drawings and install 6" thick grade and compact
 for building pad, parking lot and Recycled class II base for drive approach.
 Material to be used:
 195-ton DG. \$21,530.00
 30-ton Recycled class II road base.

3. Asphalt drive approach.
 We will haul in hot mix asphalt and install 3" thick, roll and compact to a professional
 finish.
 Material to be used:
 15-ton ½" type B hot mix asphalt. \$7,178.00

- TOTAL RPICE: \$71,468.00

Note #1. This proposal excludes all underground utilities, propane tank, erosion control
 amendment & mulch for swale.

Note #2. Prevailing wages to be paid.

All the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of
 SEVENTY-ONE THOUSAND-FOUR HUNDRED-SIXTY-EIGHT DOLLARS

Exclusions if needed:

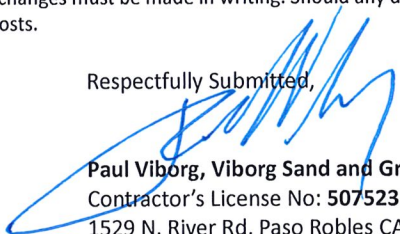
- ◆ Permits/Fees. ◆ Compaction Tests.
- ◆ Surveying. ◆ Existing utilities not currently deep enough for construction.
- ◆ Erosion and Environmental Control Measures.

The entire amount of the contract to be paid within ten 10 days after completion. Any alterations or deviation from the above specifications, involving extra cost of material, will only be executed upon written orders for same and will become an extra charge over the sum stated in this contract. Any and all-over due contract sums shall entitle contractor to interest at the rate of 1.5% monthly. All agreements/changes must be made in writing. Should any dispute arise as to any of the above stated terms, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Name and registration number of Salesperson who Solicited or negotiated this contract:

Name: **Paul Viborg/Number: 507523**
 Contractors are required by law to be licensed and are regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar at the Board.
Contractors State License Board
3132 Bradshaw Road
Sacramento, Ca. 95826

Respectfully Submitted,



Paul Viborg, Viborg Sand and Gravel, Inc.
 Contractor's License No: **507523**
 1529 N. River Rd, Paso Robles CA 93446
 Telephone: (805)238-4368
 Fax: (805) 238-2386
 Email: viborg@viborgsand.com

Note: You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Prices are good for 30 days.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work stated in the above proposal for which I/We/They agree to pay the amount stated in the said proposal, and according to the terms thereof.

Accepted By: _____ Company: _____ Date: _____

Notice to Owner: Under the Mechanic's Lien law, any contractor or sub-Contractor, laborer, material man or other person who helps to improve your property and is not paid for labor, service, or material, has the right to enforce his claim against your property. Under the law you may protect yourself against such claims by filing, before commencing such work of improvement or modification thereof in the office of the county recorder where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount no less than 50% of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of the persons furnishing labor, services, equipment or materials for the work described in said contract.

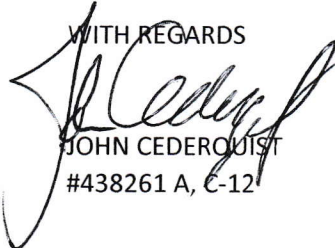
SWIFT TECTONICS, INC.
P. O. BOX 379
SAN ARDO, CA 93450
831-627-2526

AUGUST 7, 2024

KELLY DODDS
SAN MIGUEL CSD
PO BOX 180
SAN MIGUEL, CA 93451

QUOTE FOR SAN MIGUEL COMMUNITY SERVICES DISTRICT
SAN MIGUEL FIRE DEPT PLAN DATED 4/22/24

	<u>QUANTITY</u>		<u>RATE</u>		<u>TOTAL</u>
PREVAILING WAGE					
MOVE IN			LS		\$2,000.00
EARTHWORK					
DEMO- SAW CUT & REMOVE ASPHALT	26 SF	\$	20.00 SF		\$520.00
GRUG & CLEAR	6220 SF	\$	0.15 SF		\$933.00
OVEREX BUILDING PAD 4' (2,052SF)	365 CY	\$	15.00 CY		\$5,475.00
RIP & RECOMPACT	4051 SF	\$	1.20 SF		\$4,861.20
6" DG IN PARKING AREA	4051 SF	\$	1.80 SF		\$7,291.80
2' WIDE EARTHEN SWALE (MULCH NIC)	400 SF	\$	15.00 SF		\$6,000.00
RIP RAP	10 SF	\$	25.00 SF		\$250.00
2 X 2 CATCH BASIN, 18" DEEP	1 EA	\$	3,200.00 EA		\$3,200.00
FINISH GRADING	6220 SF	\$	0.40 SF		\$2,488.00
SURFACE IMPROVEMENT DRIVEWAY APPROACH					
6" CLASS II BASE (580 SF)	21 TN	\$	100.00 TN		\$2,100.00
3" A/C	480 SF	\$	19.20 SF		\$9,216.00
					\$44,335.00
					QUOTE TOTAL

WITH REGARDS

JOHN CEDEROQUIST
#438261 A, C-12

Fire Station THU Interfund Loan

	Swift	District			Total
		Equipment	Material	Labor	
Mob/ Demob	\$ 2,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Demo - Saw cut and remove asphalt	\$ 520.00	\$ -	\$ -	\$ 150.00	\$ 150.00
Grub and Clear	\$ 933.00	\$ 190.84	\$ -	\$ 150.00	\$ 340.84
Overex Building Pad	\$ 5,475.00	\$ 3,850.00	\$ -	\$ 4,800.00	\$ 8,650.00
Rip & recompact	\$ 4,861.20	\$ 3,850.00	\$ -	\$ 3,600.00	\$ 7,450.00
6" DG in parking area	\$ 7,291.80	\$ 2,595.00	\$ 2,815.00	\$ 5,400.00	\$ 10,810.00
2' Wide earthen swale	\$ 6,000.00	\$ 505.28	\$ -	\$ 600.00	\$ 1,105.28
Rip Rap	\$ 250.00	\$ -	\$ 125.00	\$ 112.50	\$ 237.50
2x2 Catch basin	\$ 3,200.00	\$ -	\$ 1,500.00	\$ 600.00	\$ 2,100.00
Finish Grade	\$ 2,488.00	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00
6" base approach	\$ 2,100.00		\$ 375.00	\$ 750.00	\$ 1,125.00
3" AC approach	\$ 9,216.00		\$ 9,216.00	\$ 75.00	\$ 9,291.00
	\$ 44,335.00	\$ 11,991.12	\$ 14,031.00	\$ 17,437.50	\$ 43,459.62

Sewer lateral	\$ -	\$ 744.00	\$ 460.00	\$ 600.00	\$ 1,804.00
Water line	\$ -	\$ 558.00	\$ 190.00	\$ 450.00	\$ 1,198.00
Gas line and LPG pad (line and tank by Wildhorse)	\$ -	\$ 186.00	\$ 450.00	\$ 150.00	\$ 786.00
Phone and Power	\$ -	\$ 186.00	\$ 175.00	\$ 150.00	\$ 511.00
					\$ 4,299.00

Viborg	\$ 71,468.00
SWIFT	\$ 44,335.00
DISTRICT	\$ 43,459.62
SWIFT + UTILITIES	\$ 48,634.00
Viborg + UTILITIES	\$ 75,767.00
DISTRICT + UTILITIES	\$ 47,758.62

Wildhorse propane tanks and service	\$ 550.00	\$ 550.00	\$ 550.00	Site Prep	\$ 47,113.00
Howard Baldwin Electric power	\$ 5,885.23	\$ 5,885.23	\$ 5,885.23	Utilities	\$ 10,734.23
Soils testing	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	furnishing	\$ 5,000.00
Survey	\$ 500.00	\$ 500.00	\$ 500.00		
Temp fencing	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00		\$ 62,847.23
				10% contingency	\$ 69,063.00
	\$ 57,847.23	\$ 84,980.23	\$ 56,971.85	Other overage:	
	Swift + Dist	Dist	Viborg + Dist	Road impact	\$ 6,637.00
				Design Civil/ Arch	\$ 1,341.00
				Bond	\$ 3,217.00
				THU Escrow remaining balance:	\$ (258.00)
				Total	\$ 80,000.00
					\$ 274,276.81
					\$ 354,276.81

Project: **Temporary Housing Unit**
Fund: 20-Fire
Resolutions: 2022-21,22, 2024-44

THU Projected Cost Summary:		THU Actual Cost Summary:	
	4/21/2022 Estimate		9/5/2024 Project Status
Modular home:	\$ 214,110.58	COSTS PAID BY LOAN ESCROW	\$ 214,110.00
Electrical Service:	\$ 5,885.23	Modular home:	\$ -
Utility Connections:	\$ 5,281.00	Electrical Service: (now in Interfund loan)	\$ -
Interior furnishings:	\$ 5,000.00	Utility Connections: (now in Interfund loan)	\$ -
Site Prep allowance:	\$ 10,000.00	Interior furnishings: (now in Interfund loan)	\$ -
Permit fee allowance:	\$ 8,000.00	Site Prep allowance: (now in Interfund loan)	\$ -
Permit design documents:	\$ 3,000.00	Permit fee allowance:	\$ 3,583.40
	<u>\$ 251,276.81</u>	Permit design documents:	\$ 5,902.50
8% project contingency:	\$ 20,102.14	UNANTICIPATED	\$ 18,610.00
	<u>\$ 271,378.95</u>	<i>Permit design/engineering:</i>	\$ 18,090.20
		<i>Curb, Gutter, Sidewalk Plan Ck Design:</i>	\$ 3,065.68
Master Financing Agreement:	\$ 3,000.00	<i>Public Work- Plan Check fees</i>	\$ 1,700.00
		<i>MUP Design:</i>	\$ 6,058.62
		<i>MUP Permit:</i>	\$ 3,000.00
		Master Financing Agreement:	<u>\$ 274,120.40</u>
		Remainder of Loan available:	\$ 258.55
		Holman Interest over 10 years:	\$ 61,384.15
Holman Loan	\$ 274,378.95	Interfund Loan	\$ 80,000.00
Holman Interest over 10 years:	\$ 61,384.15	Interfund Loan Interest @ 4.579%	\$ 21,496.15
Total RES# 2022-21 Cost:	<u>\$ 335,763.10</u>	Total Project Cost:	<u>\$ 437,000.70</u>

LEASE AGREEMENT

San Miguel Vacant Lot 11th and Mission Street
San Miguel CA. 93451

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4. ADDITIONAL RENTS. In addition to the basic rent stated in Paragraph 3 above Lessee agrees to pay Additional Rents including but not limited to any increase in property taxes due to any improvements made by Lessee to the Premises.

5. TAXES. Lessor agrees to pay all property taxes and assessments, on the real property during the term of this Lease except as stated in paragraph 4 above. Lessee shall pay any and all personal property taxes assessed against its personal property during the term of this lease and that may be assessed due to Tenant improvements made by the Lessee.

6. PERMITTED USES. Lessee shall use the Premises for any legal purpose permitted by law, notwithstanding the permitted zoning regulations by the County of San Luis Obispo and the San Miguel District boundaries. Lessee agrees to restrict its use to such purposes, and not use or permit the use of the Premises for any other. Lessee shall comply with all laws concerning the Premises and Lessee's use thereof, and Lessee shall not use the Premises in any manner that shall cause or constitute waste, damage, nuisance, or unreasonable annoyance.

7. CONDITION OF PREMISES. Lessee hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts the Lease subject thereto and all matters disclosed thereby, and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor any of Lessor's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business.

8. APPROVAL AND POSTING OF SIGNS. Lessor reserves the right to place "For Sale", "For Rent", or "For Lease" signs regarding the Premises on the Premises at any time Lessee waives the Option to Purchase the subject property and/or within 120 days of the end of the lease term. Any signs Lessee desires to hang on the Premises shall conform to County of San Luis Obispo sign ordinances.

9. MAINTENANCE. Lessee shall be responsible for all improvements they have made with regard to the Premises and shall further be responsible for maintaining those improvements. Lessee shall also be responsible for any soil contamination due to improvements Lessee makes on the Premises. Lessee's responsibility shall include but is not limited to fines assessed, contamination removal, and soil replacement. At the end of the lease, Lessee will be entitled to remove and retain all improvements they have made, unless doing so would cause significant damage to the Premises.

10. MECHANICS' LIENS. Lessee shall pay all costs of the construction done by it or caused or permitted to be done on the Premises. Lessee shall keep the property free and clear of any mechanics' liens resulting from construction done by or for Lessee; provided, however, that Lessee shall have the right to contest the correctness or validity of any such lien if Lessee notifies Lessor immediately of any action taken to

impose a lien on the property or the Premises and if, immediately upon demand by Lessor, Lessee shall provide payment of any sum that claimant may recover together with costs of suit and attorneys' fees.

11. UTILITIES. Lessee shall make all arrangements for all the utilities and services furnished to or used by it, including, but without limitation, the following: water, gas, electricity, telephone, garbage, janitorial services, and sewer.

12. LIABILITY INSURANCE. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto including but not limited to damage or injury to property or persons [including death] arising directly or indirectly from any act or omission of Lessee, its employees, agents, representatives, assigns or licensees. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit for bodily injury (including death) and property damage and Lessee shall deliver to Lessor the certificate of each insurance carrier as to each such insurance policy prior to commencement of the term hereof and thereafter at least thirty (30) days prior to the expiration of any such policy All insurance carried by Lessee shall be issued as a primary policy by an insurance company authorized to do business in the State of California, with a financial rating of at least an A+ AAA status as rated in the most recent edition of Best's Insurance Reports or as otherwise approved by Lessor.

With respect to all Lessee improvements, before commencing any construction or works of improvement on the Premises either prior to or after commencement of the term of this Lease, Lessee shall obtain Lessor's written consent (in addition to having secured all insurance required by this Lease) and shall maintain in force until completion and acceptance of the work on said new construction "all risk" builder's risk insurance, including vandalism and malicious mischief, in a form and with a company acceptable to Lessor, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractors, subcontractors, and construction managers' tools and equipment and property owned by contractors' or subcontractors' employees, with limits of at least One Million Dollars (\$1,000,000.00) per loss for all work at the job site. Lessor shall be named as an additional insured, to the extent of their interest, at no expense to Lessor. Lessor's right, with respect to notice of cancellation, to certificates of insurance, and to Lessee's duty to apply proceeds to repair or reconstruction, shall be the same as provided for other casualty insurance under this Lease.

13. INDEMNITY. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises or from the conduct of Lessee's business or any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or action or proceeding brought therefor; and in case any action or proceeding be brought against Lessor, by reason of such claims, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injuries to person in or upon the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

14. DESTRUCTION OF PREMISES.

If, during the term of this Lease, the Premises are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, Lessee shall at its option either:

[A] Repair such damage and restore the Premises to as near their former condition as practical at Lessee's expense, in which event this Lease shall continue in full force and effect; or

[B] Cancel and terminate this Lease as of the date of the occurrence of such damage by giving Lessor written notice of its election to do so within thirty [30] days after the date of occurrence of such damage.

15. CONDEMNATION.

If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

16. THIRD PARTY REPRESENTATION.

Lessor and Lessee agree that neither party was represented by a real estate agent and no commissions are due to a third party in connection with this lease.

17. ASSIGNMENT.

Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, subject, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises. Any attempted assignment, transfer, mortgage, encumbrance, or subletting shall constitute a breach of this Lease. Lessee shall pay to Lessor any legal fees incurred by Lessor.

18. DEFAULT. If occurrence of any default by Lessee:

Notice given under this paragraph shall specify the alleged default and shall demand that Lessee perform the provisions or pay the rent in arrears, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or termination of this Lease unless the Lessor so elects in giving notice.

19. LESSOR'S REMEDIES. Lessor shall have all remedies available to it as a matter of law if Lessee commits a default, which shall include but by no way be limited to the following:

[A] Terminate Lessee's right to possession of the Premises by any lawful means, and have Lessee surrender immediately possession of the Premises to Lessor. Such action shall enable Lessor to be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to the cost of recovering possession of the Premises, expenses of reletting, including reasonable attorneys' fees, and any real estate commissions actually paid. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of eight percent (8%) per annum.

20. LESSOR'S ENTRY ON PREMISES. Lessor and its authorized representative shall have the right to enter the Lessee's portion of the Premises at all reasonable times with forty-eight (48) hours' notice for any of the following purposes.

[A] To determine whether the Premises are in good condition and whether Lessee is in compliance with the obligations of this Lease;

[B] To serve, post, or keep posted any notices required or permitted under this Lease;

[C] To post signs advertising the property and Premises for sale, rent or for lease;

[D] To show the Premises to prospective brokers, agents, buyers or lessees.

In case of emergency Lessor shall have the right to enter the Premises without prior notice.

21. NOTICES. All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given on the date of serving if served personally on the party to whom service is to be given, or on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

IF TO LESSOR:

Scott Keller


IF TO LESSEE:

San Miguel Community Services District
PO Box 180
San Miguel, CA 93451

or to any other address that has been designated by like notice to the parties.

22. ATTORNEYS' FEES. If either party commences an action against the other arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and court costs.

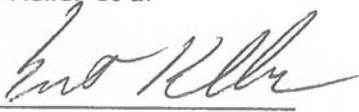
23. COUNTERPARTS. This lease may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

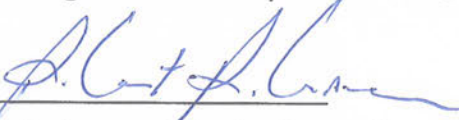
25. PRIOR AGREEMENTS, AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

26. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

LESSOR: Scott Keller et al

By 
Scott Keller

LESSEE: San Miguel Community Services District

By 
Rob Roberson, Interim General Manager / Fire Chief

Board of Directors Staff Report

October 24, 2024

AGENDA ITEM: 10.12

SUBJECT: 10 year Interfund loan between the Street Lighting fund and Fire fund in an amount of \$80,000 by RESOLUTION 2024-44 (approve by 3/5 vote)

SUGGESTED ACTION: Review and approve Resolution 2024-44 authorizing an Interfund loan between Street Lighting and Fire for \$80,000 in order to complete the Temporary Housing Unit.

DISCUSSION:

This item was discussed at the September 26th Board Meeting. Directors Davis and Baker requested to table it to December 19th, and Directors Smiley and Gregory requested to table it until the October 24th meeting. This item is on this agenda in compliance with the current Board Handbook since this meeting occurs before the December meeting.

Previously provided information:

The Fire department started the Temporary Housing Unit (THU) project in 2022 with a loan from Holman Capital in the amount of \$335,763.10 (including interest). The permitting process for the THU led to additional requirements and significant time delays which escalated project costs beyond the original loan amount.

The Fire Chief, General Manager, and Financial Officer have met and discussed the remaining costs and after reviewing the expended and projected project costs there is a projected deficit of \$80,000 through completion of the project. The projected deficit includes all existing overages for Road fees, Design, and Bonding as well as projected costs for site-work, utilities, and furnishings.

The proposed Interfund loan will have the following terms;

- 10 year repayment with annual payments
- Maximum principal amount \$80,000 - The final loan amount and payment will be based on the actual amount spent, up to the maximum.
- 4.579% maximum annual interest, interest percentage to adjust annually with the actual interest percentage in the Capital Reserve Money Market account as of June 30th annually.
- Principal and interest payment will be evaluated annually to incorporate any additional principal payments and changes in interest.
- Annual payments will be made in July of each year.
- There will be no penalty for early payoff or for additional principal payments.
- Upon the sale of the Temporary Housing Unit this loan will be paid off, if any balance remained at the time of sale.

Based on the terms above the Fire Fund will be committing to an annual Payment of \$10,118.26. Assuming 10 years of payments at the maximum loan amount and interest rate, the Fire fund will pay a total of \$80,000 in principle and \$21,182.61 in interest for a total debt repayment of \$101,182.61.

Fiscal year 2024-25 revenue and expense budgets will be adjusted as follows;

- Increase of \$80,000 to 20-511 Fire- Temp Housing Unit
- Increase of \$80,000 to 20-46010 Transfers in
- Increase of \$80,000 to 30-989 Interfund loan out
- A transfer from fund 30 Capital Reserve to fund 20 Operational Cash will be made in the actual

amount spent, up to \$80,000, at the completion of the project. Starting with the fiscal year 2025-26 operation and maintenance budget, the Fire Department will budget the principal and interest payments of the loan as indicated in Exhibit A part of their annual budget with the annual payment being processed in July of each year.

Staff recommends that the Board approve the inter-fund loan and proposed terms to complete the THU.

Related resolutions/Board approvals;

- Resolution 2022-21 Approval of loan agreement with Holman Capital Group
- Resolution 2022-22 Approval of modular home purchase

FISCAL IMPACT:

Approval of the proposed Interfund loan will provide funding to the Fire fund to complete the Temporary Housing Unit (THU). This will create a principal and interest payment obligation from Fire to Lighting to pay the loan, reducing available Fire operating fund.

Utilizing Cash Reserves to make Interfund loans in no way increases utility rates and assessments or encumbers funds that could otherwise be used for operations.

PREPARED BY: Scott Young



RESOLUTION NO. 2024-44

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING A EIGHTY THOUSAND DOLLAR INTERFUND LOAN BETWEEN THE STREET LIGHTING AND FIRE DEPARTMENTS

WHEREAS, the San Miguel Community Services District operates five different Departments (Funds); including Fire, Lighting, Wastewater, Water and Solid Waste, and;

WHEREAS, in 2022 the Board of Directors approved a \$335,763.10 loan with Holman Capital for the purchase and installation of a Temporary Housing Unit (THU). Due to time delays and unforeseen cost overruns the project is behind schedule and over budget. The funding with Holman Capital cannot be extended, requiring alternate funding to complete the THU, and;

WHEREAS, the Board of Directors desires to complete the THU for the benefit of community and an interfund loan between the Street Lighting fund and the Fire fund will allow the project to be completed without further outside funding obligation. The interfund loan will not affect the financial stability of the Street Lighting fund and will allow the Fire fund to retain reserves for regular and emergency operational funding, and;

WHEREAS, the Fire fund may, without penalty, make additional principal payments after which the annual principal and interest payments will be recalculated, and in the event that the THU is sold prior to the complete repayment of the interfund loan, the remaining balance will be repaid with the proceeds of the sale of the THU, and;

WHEREAS, The loan term will be for a maximum of ten (10) years, with annual payments due in July annually for principal and interest, and;

WHEREAS, The interest rate will be adjusted annually based on the interest rate of the Capital Reserve money market account held at Five Star Bank as of June 30th. The adjusted rate will be applied to the payment due in July annually. The maximum interest rate will be 4.579%, and;

WHEREAS, The actual initial loan principal amount will be adjusted to the actual amount spent to complete the THU up to the maximum amount of \$80,000 and;

WHEREAS, Utilizing cash reserves to make interfund loans in no way increases utility rates and assessments or encumbers funds that could otherwise be used for operations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District (“District”) hereby approves an Interfund loan in the amount of \$80,000 from Lighting (Fund 30) to Fire (Fund 20) at a 4.579% interest for the term of ten (10) years with annual payments as outlined in Exhibit ‘A’. Payments shall be budgeted in the Fire fund annual budget and paid in July each year beginning July 2025.

BE IT FURTHER RESOLVED, the Board of Directors of the San Miguel Community Services District (“District”) hereby approves:

- Budget increase Fund 20 - 511 (Fire-Temp Housing Unit) by \$80,000
- Budget increase Fund 20 - 46010 (Transfers in) by \$80,000
- Budget increase Fund 30 - 989 (interfund loan out) by \$80,000
- The final Fund transfer from Fund 30 Capital Reserve to Fund 20 Operating Cash will be for actual amount spent up to \$80,000 at completion of the project.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

Scott Young, Fire Chief

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

EXHIBIT A RESOLUTION 2024-44
 San Miguel Community Services District Interfund Loan
 Principal and Interest repayment schedule due to Fund 30 from Fund 20

		10 Year loan duration			Initial loan principal		\$ 80,000.00			
Year	Date	Beginning balance	Payment	Interest	Principal	End balance	Interest rate	Additional principal payment		
1	7/1/2025	\$ 80,000.00	\$10,149.61	\$ 3,663.20	\$6,486.41	\$ 73,513.59	4.579%	\$		-
2	7/1/2026	\$ 73,513.59	\$10,149.61	\$ 3,366.19	\$6,783.43	\$ 66,730.16	4.579%	\$		-
3	7/1/2027	\$ 66,730.16	\$10,149.61	\$ 3,055.57	\$7,094.04	\$ 59,636.12	4.579%	\$		-
4	7/1/2028	\$ 59,636.12	\$10,149.61	\$ 2,730.74	\$7,418.88	\$ 52,217.24	4.579%	\$		-
5	7/1/2029	\$ 52,217.24	\$10,149.61	\$ 2,391.03	\$7,758.59	\$ 44,458.65	4.579%	\$		-
6	7/1/2030	\$ 44,458.65	\$10,149.61	\$ 2,035.76	\$8,113.85	\$ 36,344.80	4.579%	\$		-
7	7/1/2031	\$ 36,344.80	\$10,149.61	\$ 1,664.23	\$8,485.39	\$ 27,859.41	4.579%	\$		-
8	7/1/2032	\$ 27,859.41	\$10,149.61	\$ 1,275.68	\$8,873.93	\$ 18,985.48	4.579%	\$		-
9	7/1/2033	\$ 18,985.48	\$10,149.61	\$ 869.35	\$9,280.27	\$ 9,705.21	4.579%	\$		-
10	7/1/2034	\$ 9,705.21	\$10,149.61	\$ 444.40	\$9,705.21	\$ (0.00)	4.579%	\$		-
Total:			Payments	Interest	Principal					
			\$ 101,496.15	\$ 21,496.15	\$80,000.00				20-983 Debt Service Principal	
									20-984 Debt Service Interest	

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 10.13

SUBJECT: Authorization to open investment accounts with CalTRUST by RESOLUTION 2024-53 (approve by 3/5 vote)

SUGGESTED ACTION: Approve RESOLUTION 2024-53 authorizing the General Manager to open investment accounts with CalTRUST.

DISCUSSION:

Approval of the attached resolution will authorize the General Manager to open and manage investment accounts with CalTRUST. Diversifying the District's investments with CalTRUST will provide for additional short, medium and long term investment opportunities while maintaining next day fund availability. The District currently has funds invested through Cambridge Financial, primarily in bonds, with varying maturity dates from 1 to 5 years from investment.

CalTRUST investment rates had a yield, as of 9/30/24, between 4.14% and 5.24% depending on fund.

CalTRUST is a Joint Powers Authority created by public agencies in 2003 to provide a convenient method for public agencies to pool their assets for investment purposes. CalTRUST is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. The Board sets overall policies for the program and selects and supervises the activities of the investment manager and other agents.

FISCAL IMPACT:

No projected long term cost associated with this action. Potential to receive additional interest revenue gains.

PREPARED BY: Kelly Dodds

RESOLUTION NO 2024-53

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
AUTHORIZING THE GENERAL MANAGER TO OPEN AND MANAGE
INVESTMENT ACCOUNTS WITH CALTRUST IN ACCORDANCE WITH ADOPTED
DISTRICT INVESTMENT POLICIES**

WHEREAS, the San Miguel Community Services District (“the District”) has adopted a District Investment Policy which it reviews annually; and

WHEREAS, the Board of Directors understands the importance of diversifying its investments between multiple sources; and

WHEREAS, CalTRUST is a Joint Power Authority formed by public agencies, for public agencies. Specifically, to provide high yield investment opportunities that conform to public investment law; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors that the General Manager is hereby granted the following banking powers and authority necessary for the operation of SMCSD:

1. To open and manage any investment account(s) in the name of SMCSD; and
2. To affect any withdraw or transfer funds on deposit with CalTRUST.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2024.

Kelly Dodds, General Manager

Rod Smiley, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 12.1

SUBJECT:

Conference with Real Property Negotiators (Gov. Code, § 54956.8)

Property: Assessor's Parcel Numbers 027-420-017

Agency Negotiator: Kelly Dodds

Negotiating Parties: Rivers Edge LLC

Under Negotiation: Acquisition of potable water well

SUGGESTED ACTION: Discussion

DISCUSSION:

Discussion

FISCAL IMPACT:

To be discussed in closed session.

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

October 24, 2024

AGENDA ITEM: 12.2

SUBJECT:

Conference with Real Property Negotiators (Gov. Code, § 54956.8)

Property: Assessor's Parcel Numbers 027-011-019 and 027-061-019

Agency Negotiator: Kelly Dodds

Negotiating Parties: E&J Gallo Winery

Under Negotiation: Price and terms of payment for a right of way easement

SUGGESTED ACTION: Discussion

DISCUSSION:

FISCAL IMPACT:

To be discussed in closed session.

PREPARED BY: Kelly Dodds
