



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

AGENDA

REGULAR MEETING

Wednesday, May 17, 2017

1:00 p.m. Closed Session / 1:30 p.m. Open Session

Administration Building

16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

CALL TO ORDER: 1:00 p.m.

LSCSD Board Roll Call: Directors: Cupp _____ Graves _____ Layne _____ MacIntosh _____ Thomsson _____

PUBLIC COMMENTS ON CLOSED SESSION:

ADJOURN TO CLOSED SESSION:

CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.

RETURN TO OPEN SESSION: 1:30 p.m.

PLEDGE OF ALLEGIANCE:

REPORT ON CLOSED SESSION:

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. Each individual comment will be limited to three minutes. The public comment portion of the meeting will be limited to thirty minutes (total time). For items that are on this agenda, speakers may request that their comments be heard instead at the time the item appears on the agenda prior to the Board addressing the agenda item. The Board may ask questions, but may not act during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.

CONSENT CALENDAR: Items on the Consent Calendar are considered routine, not requiring separate discussion. However, if discussion is wanted, the item may be removed from the Consent Calendar and considered separately. Board members may ask questions of clarification without removing an item from the Calendar. Individual items are approved by the vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

1. A. Approval of Minutes: Regular Meeting April 19, 2017
- B. Ratification of Disbursements: April 1 through April 30, 2017
- C. Budget Comparison: FY 2016/2017 YTD
- D. Status of Ethics AB 1234 and Harassment Prevention AB 1825 Compliance Training
- E. District legal costs related to Moller lawsuit: September 2015 to date \$116,430.07 and FY 16/17 year to date \$83,088.69
- F. LAIF Quarterly Report

COMMITTEE REPORTS: This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for consideration.

- A. Budget / Finance Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- B. Policy Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- C. Police Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- D. Fire Department Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review

DISCUSSION / REPORTS: NO ACTION ITEMS:

2. Fire Department Monthly Report (FC Pappas)
3. Police Department Monthly Report (PC Wilson)
4. Exceptional Expenses Report (GM Drexel)
5. Review and Discuss Water Tank Inspection Results (GM Drexel)

DISCUSSION / REPORTS: ACTION ITEMS:

6. Drinking Water Wells Committee: report on potential Well sites for test drilling for Board consideration and direction to staff (Dir. MacIntosh)
7. Acceptance of Wastewater Planning Grant: California State Water Resources Control Board, Agreement No. D16-04028 Project No. C-06-8303-110 (GM Drexel)
8. Authorize Board Member(s) to attend CSDA 2017 Special District Leadership Academy Conference July 9 – 12, 2017 CSDA (Pres. Graves)
9. Review and Declare certain vehicles as surplus Items and authorize the sale at auction (GM Drexel)
10. Review and Discuss cell company lease proposals and authorize General Manager to negotiate with US Cellular (GM Drexel)
11. Independent Contract Renewal or Termination – KD Management Services LLC (Pres. Graves)

STAFF COMMENTS / CORRESPONDENCE:

BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Board Meeting is scheduled to be held on June 21, 2017, 1:00 p.m. Closed Session, 1:30 pm Open Session, at the Administration Building.

Supplementary documents and other materials distributed to the District board after their agenda packets have been distributed to the members may be viewed at the District office and obtained at the meeting.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, April 19, 2017, 1:00 p.m.
 Administration Building
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

Unapproved MINUTES

CALL TO ORDER AND ROLL CALL: 1:00 p.m.

LSCSD Board Roll Call: Cupp ☒ Graves ☒ Layne ☒ MacIntosh ☒ Thomsson ☒

Also present: GM Drexel and AA Charvez. There was 1 person in the audience.

PUBLIC COMMENTS ON CLOSED SESSION: None

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Graves adjourned to Closed Session at 1:01 p.m.

CLOSED SESSION: 1:02 p.m.

Also present: GM Drexel

- A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION Review of Arbitration proceedings with LSPOA regarding recovery of a portion of termination compensation paid to John McCarthy by District pursuant to paragraph (4) of subdivision (d) of Section 59456.9.
- B. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.

With no objections by the Board, Pres. Graves adjourned Closed Session at 1:13 p.m.

RETURN TO OPEN SESSION: 1:30 p.m.

Also present: GM Drexel, SAC Nelle, FC Pappas, PC Wilson and AA Charvez (until the start of Item 6). There were approximately 24 people in the audience.

PLEDGE OF ALLEGIANCE: AA Charvez led the Pledge of Allegiance.

REPORT ON CLOSED SESSION: Pres. Graves stated there was nothing to report out of Closed Session.

PUBLIC COMMENTS: Three (3) speakers.

Chief Wilson introduced newly hired full-time Police Officer Pam Robison.

CONSENT CALENDAR: (All items accepted/approved by the Board unless otherwise noted.)

1. A. Approval of Minutes: Regular Meeting March 15, 2017
- B. Ratification of Disbursements: March 1 through March 31, 2017
- C. Budget Comparison / Variance Report: FY 2016/2017 YTD
- D. Accounts Receivable Aging Analysis: FY 2016/2017 YTD
- E. Ratification of transfer from LAIF Reserves to CSD Operating Account
- F. District legal costs related to Moller lawsuit August 2016 to present (\$82,142.50)

Motion by Dir. Cupp second by Dir. MacIntosh to approve Consent Calendar.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
 Noes: None
 Absent: None

Motion by Dir. Graves second by Dir. Thomsson to modify future agendas to have *Discussion/Reports: No Action Items* before *Discussion/Reports: Action Items*.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
 Noes: None
 Absent: None

Motion by Dir. Graves second by Dir. MacIntosh to change the order of the agenda's action items as follows:

Item 2: Volunteer Appreciation Week, Item 3: Insurance proposal from Golden State Risk Management Authority, Item 4: Accept donation of a Watercraft, Item 5: LSCSD/LSPOA Working Relationship Committee final report and Item 6: Drinking Water Wells Committee report.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
 Noes: None
 Absent: None

Pres. Graves moved Committee Reports to be heard after Item 3.

DISCUSSION / REPORTS: ACTION ITEMS:

2. Volunteer Appreciation Week: approve local proclamation declaring Volunteer Appreciation Week - April 23-29, 2017 in the District in conjunction with National Volunteer Week: Pres. Graves read a proclamation declaring April 23 – 29, 2017 as Lake Shastina Volunteer Appreciation Week; the proclamation will be displayed in the Administration Office lobby. GM Drexel thanked PC Wilson for submitting this request.
3. Insurance proposal from Golden State Risk Management Authority (GSRMA) for Property, Liability and Workers Comp: GM Drexel reported. GSRMA representatives, Walter Michael and Mark Marshall, gave an overview of GSRMA. The Board discussed. A motion was made by Dir. Thomsson, seconded by Dir. Layne, to authorize the GM to investigate the policies further and contract with GSRMA if policies are competitive. A motion was made by Pres. Graves, seconded by Dir. MacIntosh, to amend the first motion to authorize the GM to investigate the policies further with GSRMA and, if policies are competitive, bring item back to the Board for consideration. Vote on the amendment: Ayes: Dirs. Graves, Layne, MacIntosh and Thomsson. Noes: Dir. Cupp.

Motion by Dir. Layne second by Dir. Thomsson to approve amended motion: authorize the GM to investigate the policies further with GSRMA and, if policies are competitive, bring item back to the Board for consideration.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
Noes: None
Absent: None

COMMITTEE REPORTS: This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for approval.

- A. Budget / Finance Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Paula Mitchell updated the Board.
- B. Policy Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Pres. Graves stated that the committee had not yet scheduled a meeting.
- C. Police Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Dir. Cupp updated the Board.
- D. Fire Department Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Dir. Thomsson updated the Board.
4. Accept donation of a Watercraft to the Fire Department for Training and Rescue: The Board discussed with staff. A motion was made by Dir. Layne to accept donation of a watercraft for Fire Department training and rescue, no second to the motion; motion failed.
5. LSCSD / LSPOA Working Relationship Committee: final report and recommendations for Board consideration: Jim Durden gave final report regarding the Public Works Yard, Dir. Cupp gave final report regarding the Administration Building and Dir. MacIntosh gave final report regarding Staffing. The Board discussed. GM Drexel stated that CalPers would need to be contacted regarding staffing recommendation. A motion was made by Pres. Graves, seconded by Dir. Cupp, to move forward creating an agreement to re-establish the LSCSD/LSPOA working relationship by accepting the three committee recommendations, pending a neutral legal counsel opinion. The Board discussed; Pres. Graves amended his motion as follows:

Motion by Dir. Graves second by Dir. Cupp to move forward to accept the committee's three recommendations to re-establish the LSCSD/LSPOA working relationship, pending a mutually agreeable (by both LSCSD and LSPOA General Managers) neutral legal counsel opinion.

Ayes: Directors Cupp, Graves and MacIntosh
Noes: Directors Layne and Thomsson
Absent: None

6. Drinking Water Wells Committee: report on potential Well sites for test drilling for Board consideration and direction to staff. Dir. MacIntosh reported. The Board discussed; the committee has another meeting set for April 25, 2017 to review committee recommendations for Board consideration.

Motion by Dir. Graves second by Dir. Thomsson to table item to the May agenda.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
Noes: None
Absent: None

DISCUSSION / REPORTS: NO ACTION ITEMS:

7. Fire Department Monthly Report: FC Pappas updated the Board.
8. Police Department Monthly Report: PC Wilson updated the Board.
9. Update on Well #4 Retrofit: GM Drexel reported that the project is complete.
10. Update on B-113 Sewer Lift Station: GM Drexel reported that the project is complete.

STAFF COMMENTS / CORRESPONDENCE: Two (2) speakers.

BOARD MEMBER COMMENTS: Two (2) speakers.

Pres. Graves set a Special Meeting for April 27, 2017, 11:00 a.m. to review GM Drexel's Independent Contractor Agreement, which is currently on a month-to-month basis.

ADJOURNMENT: With no objections by the Board, Pres. Graves adjourned the meeting at 4:14 p.m.

The next LSCSD Regular Board Meeting on Wednesday, May 17, 2017, 1:00 p.m. Closed Session, 1:30 p.m. Open Session, at the Administration Building.

Approval Date: _____

Mike Graves, President

ATTEST:

Karl Drexel, Secretary

TREASURER'S REPORT - RATIFICATION OF DISBURSEMENTS
LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1B

Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of April 1 thru April 30, 2017 for a total of: " \$ 273,386.37

Each check has been signed by two directors with documentation attached to each check.

Submitted for April 2017	\$ 273,386.37
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Expenses - Regular Checks SVB Account	\$ 218,679.80
Expenses - Payroll & Liability Checks SVB Account	\$ 54,706.57
<u>Subtotal</u>	<u>\$ 273,386.37</u>
<u>Total CSD Expenses</u>	<u>\$ 273,386.37</u>

LAKE SHASTINA COMMUNITY SERVICES DISTRICT
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

LSPOA Shared Invoices *				Regular	Payroll	10	15	20	25	26	30
Date	JE or Ck #	Payee	Total Expense	Expenses	Expenses	General	Sewer	Water	Police	COPS Grant	Fire
4/4/2017	JE #66844	Bank Fees	19.60	19.60		19.60					
4/6/2017	545	Pitney Bowes	193.05	193.05		193.05					
4/6/2017	546	Verizon Wireless	358.28	358.28		53.41			213.64		91.23
4/6/2017	21812	Barber Webb Company	2,465.94	2,465.94			2,465.94				
4/6/2017	21813	California Rural Water Association	718.00	718.00			359.00	359.00			
4/6/2017	21814	City National Bank	30,512.72	30,512.72			30,512.72				
4/6/2017	21815	College of the Redwoods	475.00	475.00						475.00	
4/6/2017	21816	Computer Logistics	247.00	247.00		247.00					
4/6/2017	21817	Debbie Nelle	271.25	271.25		271.25					
4/6/2017	21818	Don Erickson Oil	2,149.07	2,149.07		506.65	488.83	488.83	327.02		337.74
4/6/2017	21819	Duran's Auto Detailing	750.00	750.00					750.00		
4/6/2017	21820	Ferguson Enterprises	11,145.25	11,145.25			362.38	10,782.87			
4/6/2017	21821	Juniper Valley Subdivision	86.40	86.40		86.40					
4/6/2017	21822	KD Management	1,860.00	1,860.00		1,860.00					
4/6/2017	21823	Kellie Power	465.00	465.00		400.00			32.50		32.50
4/6/2017	21824	LSCSD Utilities	125.67	125.67		53.69			27.74		44.24
4/6/2017	21825	Matthew Doering	250.00	250.00			125.00	125.00			
4/6/2017	21826	Michael Wilson	264.94	264.94					264.94		
4/6/2017	21827	Morgan Barr	1,245.17	1,245.17						1,245.17	
4/6/2017	21828	Quill Corp	105.56	105.56		105.56					
4/6/2017	21829	Shasta Auto Supply	99.47	99.47			39.43	39.43	5.21		15.40
4/6/2017	21830	Solano's	176.14	176.14		10.23	87.44	57.29	10.59		10.59
4/6/2017	21831	Sousa Ready Mix	343.13	343.13				343.13			
4/6/2017	21832	Stan Beck	239.86	239.86					239.86		
4/6/2017	21833	US Bank Equipment Finance	146.66	146.66					146.66		
4/6/2017	21834	US Postal Services	525.32	525.32				525.32			
4/6/2017	21835	USA Blue Book	1,608.32	1,608.32			1,337.37	270.95			
4/6/2017	21836	Patrick Clark Consulting	40.00	40.00		40.00					
4/13/2017	547	Ca State Board of Equalization	1,190.00	1,190.00		50.59	240.25	227.48	3.19		668.49
4/13/2017	21837	Diane Deckard Law Firm	3,000.00	3,000.00		3,000.00					
4/13/2017	21838	Payroll Checks (Live Checks)	1,453.34		1,453.34		1,453.34				
4/13/2017	502857	EDD EFT	826.97		826.97	216.97	208.26		138.17	245.26	18.31
4/13/2017	502858	EFTPS EFT	4,062.80		4,062.80	821.96	861.04		1,141.99	1,045.03	192.78
4/13/2017	502859	American Funds EFT	411.51		411.51				222.22	189.29	
4/13/2017	502860	CalPERS EFT	1,957.86		1,957.86	1,017.01	940.85				
4/13/2017	502861	CalPERS 457 EFT	923.52		923.52	530.00	208.62		25.00	159.90	
4/13/2017	502862	SVB EFT - Payroll Checks (Direct Deposits)	17,334.41		17,334.41	4,928.56	4,004.63		3,479.94	3,775.98	1,145.30
4/14/2017	21839	Siskiyou Co. Sheriff Dept.	66.00	66.00					66.00		
4/20/2017	549	AT&T	73.11	73.11			36.55	36.56			
4/20/2017	550	First Ntl Bank Visa-DN	1,521.53	1,521.53		387.05	4.00	4.00	351.15	1,062.30	(286.97)
4/20/2017	551	First Ntl Bank Visa-KD	105.67	105.67		105.67					
4/20/2017	552	First Ntl Bank Visa-RM	334.68	334.68			167.34	167.34			
4/20/2017	553	First Ntl Bank Visa-MW	1,030.78	1,030.78					1,030.78		
4/20/2017	554	First Ntl Bank Visa-SP	60.10	60.10							60.10

LAKE SHASTINA COMMUNITY SERVICES DISTRICT
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

LSPOA Shared Invoices *				Regular	Payroll	10	15	20	25	26	30
Date	JE or Ck #	Payee	Total Expense	Expenses	Expenses	General	Sewer	Water	Police	COPS Grant	Fire
4/20/2017	555	Pacific Power	8,489.66	8,489.66		1,219.87	5,079.09	1,743.67	186.99		260.04
4/20/2017	21840	AT&T	197.64	197.64				197.64			
4/20/2017	21841	Basic Lab	128.00	128.00				128.00			
4/20/2017	21842	Brooks Auto Repair	1,187.77	1,187.77							1,187.77
4/20/2017	21843	Carol Cupp	64.00	64.00		64.00					
4/20/2017	21844	City of Medford	1,812.21	1,812.21							1,812.21
4/20/2017	21845	Computer Logistics	4,250.00	4,250.00		4,250.00					
4/20/2017	21846	Dignity Health-Woodland	153.00	153.00					153.00		
4/20/2017	21847	Hue & Cry	38.00	38.00		38.00					
4/20/2017	21848	KD Management	4,303.00	4,303.00		4,303.00					
4/20/2017	21849	Morgan Barr	498.64	498.64						498.64	
4/20/2017	21850	Moule's California Glass	1,695.00	1,695.00		1,695.00					
4/20/2017	21851	N.C.G.T. Security Fund	20,026.00	20,026.00		4,326.00	5,152.00		4,164.00	4,788.00	1,596.00
4/20/2017	21852	Pape' Machinery	57.82	57.82			28.91	28.91			
4/20/2017	21853	Quill Corp	418.99	418.99		308.60	36.98	4.82	34.30		34.29
4/20/2017	21854	Rita MacIntosh	58.22	58.22		58.22					
4/20/2017	21855	Siskiyou Co. Sheriff Dept	55.00	55.00					55.00		
4/20/2017	21856	Siskiyou Disposal	250.00	250.00		85.00	42.50	42.50	40.00		40.00
4/20/2017	21857	Stan Beck	201.60	201.60					201.60		
4/20/2017	21858	Valley Pump & Motor Works	108,925.66	108,925.66			73,104.28	35,821.38			
4/20/2017	21859	Western Business Products	227.41	227.41		227.41					
4/20/2017	21860	William Wallace	46.51	46.51							46.51
4/20/2017	21861	Woods Pest Control	246.00	246.00		164.00			41.00		41.00
4/20/2017	21862	LSPOA	694.00	694.00		694.00					
4/27/2017	21863	Payroll Checks (Live Checks)	1,389.13		1,389.13		1,389.13				
4/27/2017	21865	Union Dues	668.96		668.96	207.00	197.00		163.48	101.48	
4/27/2017	502876	EDD EFT	877.09		877.09	221.50	209.47		186.43	241.38	18.31
4/27/2017	502877	EFTPS EFT	3,986.04		3,986.04	826.31	810.28		1,206.48	950.19	192.78
4/27/2017	502878	American Funds EFT	486.59		486.59				296.75	189.84	
4/27/2017	502879	CalPERS EFT	1,957.86		1,957.86	1,017.01	940.85				
4/27/2017	502880	CalPERS 457 EFT	932.46		932.46	530.00	208.62		25.00	168.84	
4/27/2017	502881	SVB EFT - Payroll Checks (Direct Deposits)	17,433.71		17,433.71	4,961.21	3,783.06		3,831.16	3,712.98	1,145.30
4/25/2017	21855	Siskiyou Co. Sheriff Dept-VOID wrong vendor	(55.00)	(55.00)					(55.00)		
4/27/2017	21866	Jon Lopey	55.00	55.00					55.00		
4/27/2017	21867	SSDTTF	357.00	357.00						357.00	
4/28/2017	EFT 557	CA EDD	4.32		4.32		4.32				
4/30/2017	JE #66842	Returned Item Fees	30.00	30.00		30.00					
			273,386.37	218,679.80	54,706.57	40,130.78	134,889.48	51,394.12	19,061.79	19,206.28	8,703.92

Ratification of Disbursements - April 2017

Vendors	Check Date	Total Invoice Amount	LSCSD Check Amount	Amount Paid by POA
Pitney Bowes- Rental	4/6/2017	193.05	193.05	96.52
Verizon Wireless	4/6/2017	358.28	358.28	26.70
Coputer Logistics	4/6/2017	247.00	247.00	123.50
Reimbursement to D.Nelle	4/6/2017	271.25	271.25	135.62
Don Erickson Oil	4/6/2017	2,149.07	2,149.07	506.65
Kellie Power	4/6/2017	465.00	465.00	200.00
LSCSD Utilities	4/6/2017	125.67	125.67	26.85
Quill Corp	4/6/2017	105.56	105.56	91.36
Solano's	4/6/2017	176.14	176.14	5.11
First Ntl. Bank-DN	4/20/2017	1,521.53	1,521.53	141.02
Pacific power	4/20/2017	8,489.66	8,489.66	801.86
Hue & Cry	4/20/2017	38.00	38.00	19.00
Quill Corp	4/20/2017	418.99	418.99	191.83
Siskiyou Disposal	4/20/2017	250.00	250.00	85.00
Western Business Products	4/20/2017	227.41	227.41	92.25
Wood Pest Control	4/20/2017	246.00	246.00	123.00

LAKE SHASTINA COMMUNITY SERVICES DISTRICT									
SCOTT VALLEY BANK ACCOUNT									
April 2017			Fund-#	10	15	20	25	26	30
Date	JE #	Description	AMOUNT	GENERAL	SEWER	WATER	POLICE	COPS GRANT	FIRE
4/1/2017		Balance Forward	93,114.93	49,263.68	62,480.63	(102,452.44)	108,593.30	(43,615.98)	18,866.74
		BEGINNING BALANCE							
4/6/2017	JE #66560	POA Payroll Reimb PPE 3/26/17	3,899.01	3,899.01					
4/6/2017	JE #66559	POA AP Reimbursement	1,354.22	1,354.22					
4/7/2017	JE #66583	LAIF Transfer In	138,000.00			138,000.00			
4/7/2017	JE #66584	Deposit - Cash Receipts 4/5 #1	13,123.08	6,291.92	2,852.47	2,225.69	1,372.89		360.11
4/7/2017	JE #66584	Deposit - Cash Receipts 4/6 #1	9,556.87	140.00	4,672.12	2,774.23	1,476.05		494.47
4/13/2017	JE #66655	Water/Sewer PR Transfer PPE 4/9/17			4,814.46	(4,814.46)			
4/13/2017	JE #66655	Water/Sewer PR Transfer PPE 4/9/17 on call			175.00	(175.00)			
4/13/2017	JE #66656	Green Waste Site/Admin PR Transfer PPE 4/9/17		48.93	(48.93)				
4/14/2017	JE #66657	Deposit - Cash Receipts 4/11 #1	9,406.29	462.77	3,774.71	3,157.51	1,400.38		610.92
4/14/2017	JE #66657	Deposit - Cash Receipts 4/12 #1	9,766.22	20.00	4,969.97	2,722.60	1,381.42		672.23
4/14/2017	JE #66657	Deposit - Cash Receipts 4/12 #2	13,173.74		6,396.57	4,114.55	1,896.37		766.25
4/18/2017	JE #66728	Deposit - Cash Receipts 4/12 #3	14,247.43		6,602.13	4,100.10	2,557.17		988.03
4/18/2017	JE #66728	Deposit - Cash Receipts 4/12 #4	9,614.39	315.00	4,715.09	2,750.96	1,353.11		480.23
4/18/2017	JE #66728	Deposit - Cash Receipts 4/14 #1	29,650.93	20.00	11,836.20	3,389.77	1,329.74	10,606.27	2,468.95
4/24/2017	JE #66812	POA AP Reimbursement	2,565.10	2,565.10					
4/24/2017	JE #66813	POA Payroll Reimb PPE 4/9/17	4,218.60	4,218.60					
4/27/2017	JE #66814	Water/Sewer PR Transfer PPE 4/23/17			4,970.18	(4,970.18)			
4/27/2017	JE #66814	Water/Sewer PR Transfer PPE 4/23/17 on call			175.00	(175.00)			
4/27/2017	JE #66815	Green Waste Site/Admin PR Transfer PPE 4/23/17		27.79	(27.79)				
4/24/2017	JE #66819	Deposit - Cash Receipts 4/19 #1	41,083.96	32,236.59	4,155.81	2,634.47	1,586.50		470.59
4/24/2017	JE #66819	Deposit - Cash Receipts 4/19 #2	10,514.61	20.00	5,231.42	3,081.92	1,650.49		530.78
4/26/2017	JE #66820	Deposit - Cash Receipts 4/25 #1	9,791.61	(26.74)	4,973.11	2,612.31	1,603.77	36.00	593.06
4/26/2017	JE #66820	Deposit - Cash Receipts 4/25 #2	14,012.48	5,022.00	4,401.22	2,774.93	1,314.83		499.50
4/26/2017	JE #66820	Deposit - Cash Receipts 4/25 #3	9,672.59	180.00	4,726.92	2,755.38	1,503.64		506.65
4/26/2017	JE #66820	Deposit - Cash Receipts 4/26 #99	20,386.60		10,438.44	5,833.03	3,023.03		1,091.10
4/28/2017	JE #66821	Deposit - Cash Receipts 4/27 #1	11,205.24	932.37	5,098.94	3,160.70	1,484.99		528.24
4/28/2017	JE #66821	Deposit - Cash Receipts 4/28 #2	11,818.77	952.48	5,000.10	2,783.16	2,565.14		517.89
4/20/2017	JE #66822	Returned Item - NSF Brown	(100.00)				(80.00)	(20.00)	
4/28/2017	JE #66840	Returned Item - NSF Jones	(201.52)		(110.70)	(53.32)	(27.50)		(10.00)
4/28/2017	JE #66841	Returned Item - NSF Liu	(203.97)		(110.70)	(55.77)	(27.50)		(10.00)
4/30/2017	JE #66843	Interest	12.18	12.18					
		TOTAL Income	386,567.33	58,692.22	99,681.74	178,627.58	27,364.52	10,622.27	11,679.00
Date	JE # or Ck #	Vendor	TOTAL	GENERAL	SEWER	WATER	POLICE	COPS GRANT	FIRE
4/4/2017	JE #66844	Bank Fees	19.60	19.60					
4/6/2017	545	Pitney Bowes	193.05	193.05					
4/6/2017	546	Verizon Wireless	368.28	53.41			213.64		91.23
4/6/2017	21812	Barber Webb Company	2,465.94		2,465.94				
4/6/2017	21813	California Rural Water Association	718.00		359.00	359.00			
4/6/2017	21814	City National Bank	30,512.72		30,512.72				
4/6/2017	21815	College of the Redwoods	475.00					475.00	
4/6/2017	21816	Computer Logistics	247.00	247.00					
4/6/2017	21817	Debbie Nelle	271.25	271.25					
4/6/2017	21818	Don Erickson Oil	2,149.07	506.65	488.83	488.83	327.02		337.74
4/6/2017	21819	Duran's Auto Detailing	750.00				750.00		
4/6/2017	21820	Ferguson Enterprises	11,145.25		362.38	10,782.87			
4/6/2017	21821	Juniper Valley Subdivision	86.40	86.40					
4/6/2017	21822	KD Management	1,860.00	1,860.00					
4/6/2017	21823	Kellie Power	465.00	400.00			32.50		32.50
4/6/2017	21824	LSCSD Utilities	125.67	53.69			27.74		44.24
4/6/2017	21825	Matthew Doering	250.00		125.00	125.00			
4/6/2017	21826	Michael Wilson	264.94				264.94		
4/6/2017	21827	Morgan Barr	1,245.17					1,245.17	
4/6/2017	21828	Quill Corp	105.56	105.56					
4/6/2017	21829	Shasta Auto Supply	99.47		39.43	39.43	5.21		15.40
4/6/2017	21830	Solano's	176.14	10.23	87.44	57.29	10.59		10.59
4/6/2017	21831	Sousa Ready Mix	343.13			343.13			
4/6/2017	21832	Stan Beck	239.86				239.86		
4/6/2017	21833	US Bank Equipment Finance	146.66				146.66		
4/6/2017	21834	US Postal Services	525.32			525.32			
4/6/2017	21835	USA Blue Book	1,608.32		1,337.37	270.95			
4/6/2017	21836	Patrick Clark Consulting	40.00	40.00					
4/13/2017	547	Ca State Board of Equalization	1,190.00	50.59	240.25	227.48	3.19		668.49
4/13/2017	21837	Diane Deckard Law Firm	3,000.00	3,000.00					
4/13/2017	21838	Payroll Checks (Live Checks)	1,453.34		1,453.34				
4/13/2017	502867	EDD EFT	826.97	216.97	208.26		138.17	245.26	18.31
4/13/2017	502868	EFTPS EFT	4,062.80	821.96	861.04		1,141.99	1,045.03	192.78
4/13/2017	502869	American Funds EFT	411.51				222.22	189.29	
4/13/2017	502860	CalPERS EFT	1,957.86	1,017.01	940.85				
4/13/2017	502861	CalPERS 457 EFT	923.62	530.00	208.62		25.00	159.90	
4/13/2017	502862	SVB EFT - Payroll Checks (Direct Deposits)	17,334.41	4,928.56	4,004.63		3,479.94	3,775.98	1,145.30
4/14/2017	21839	Siskiyou Co. Sheriff Dept.	66.00				66.00		
4/20/2017	549	AT&T	73.11		36.55	36.56			
4/20/2017	550	First Ntl Bank Visa-DN	1,521.53	387.05	4.00	4.00	351.15	1,062.30	(286.97)
4/20/2017	551	First Ntl Bank Visa-KD	105.67	105.67					
4/20/2017	552	First Ntl Bank Visa-RM	334.68		167.34	167.34			
4/20/2017	553	First Ntl Bank Visa-MW	1,030.78				1,030.78		
4/20/2017	554	First Ntl Bank Visa-SP	60.10						60.10
4/20/2017	555	Pacific Power	8,489.66	1,219.87	5,079.09	1,743.67	186.99		260.04
4/20/2017	21840	AT&T	197.64			197.64			
4/20/2017	21841	Basic Lab	128.00			128.00			
4/20/2017	21842	Brooks Auto Repair	1,187.77						1,187.77
4/20/2017	21843	Carol Cupp	64.00	64.00					
4/20/2017	21844	City of Medford	1,812.21						1,812.21
4/20/2017	21845	Computer Logistics	4,250.00	4,250.00					
4/20/2017	21846	Dignity Health-Woodland	153.00				153.00		
4/20/2017	21847	Hue & Cry	38.00	38.00					

LAKE SHASTINA COMMUNITY SERVICES DISTRICT									
SCOTT VALLEY BANK ACCOUNT									
April 2017			Fund #	10	15	20	26	26	30
Date	JE #	Description	AMOUNT	GENERAL	SEWER	WATER	POLICE	COPS.GRANT	FIRE
4/20/2017	21848	KD Management	4,303.00	4,303.00					-
4/20/2017	21849	Morgan Barr	498.64					498.64	-
4/20/2017	21850	Moule's California Glass	1,695.00	1,695.00					-
4/20/2017	21851	N.C.G.T. Security Fund	20,026.00	4,326.00	5,152.00		4,164.00	4,788.00	1,596.00
4/20/2017	21852	Pape' Machinery	57.82		28.91	28.91			-
4/20/2017	21853	Quill Corp	418.99	308.60	36.98	4.82	34.30		34.29
4/20/2017	21854	Rita MacIntosh	58.22	58.22					-
4/20/2017	21855	Siskiyou Co. Sheriff Dept	55.00				55.00		-
4/20/2017	21856	Siskiyou Disposal	250.00	85.00	42.50	42.50	40.00		40.00
4/20/2017	21857	Stan Beck	201.60				201.60		-
4/20/2017	21858	Valley Pump & Motor Works	108,925.66		73,104.28	35,821.38			-
4/20/2017	21859	Western Business Products	227.41	227.41					-
4/20/2017	21860	William Wallace	46.51						46.51
4/20/2017	21861	Woods Pest Control	246.00	164.00			41.00		41.00
4/20/2017	21862	LSPOA	694.00	694.00					-
4/27/2017	21863	Payroll Checks (Live Checks)	1,389.13		1,389.13				-
4/27/2017	21865	Union Dues	668.96	207.00	197.00		163.48	101.48	-
4/27/2017	502876	EDD EFT	877.09	221.50	209.47		186.43	241.38	18.31
4/27/2017	502877	EFTPS EFT	3,986.04	826.31	810.28		1,206.48	950.19	192.78
4/27/2017	502878	American Funds EFT	486.59				296.75	189.84	-
4/27/2017	502879	CalPERS EFT	1,957.86	1,017.01	940.85				-
4/27/2017	502880	CalPERS 457 EFT	932.46	530.00	208.62		25.00	168.84	-
4/27/2017	502881	SVB EFT - Payroll Checks (Direct Deposits)	17,433.71	4,961.21	3,783.06		3,831.16	3,712.98	1,145.30
4/25/2017	21855	Siskiyou Co. Sheriff Dept-VOID wrong vendor	(55.00)				(55.00)		-
4/27/2017	21866	Jon Lopey	55.00				55.00		-
4/27/2017	21867	SSDTTF	367.00					357.00	-
4/28/2017	EFT 557	CA EDD	4.32		4.32				-
4/30/2017	JE #66842	Returned Item Fees	30.00	30.00					-
		TOTAL DISTRIBUTION	273,386.37	40,130.78	134,889.48	51,394.12	19,061.79	19,206.28	8,703.92
4/1/2017		BEGINNING BALANCE	93,114.93	49,253.68	62,480.63	(102,452.44)	108,593.30	(43,615.98)	18,855.74
		DEPOSITS/TRANSFERS	386,567.33	58,692.22	99,681.74	178,627.58	27,364.62	10,622.27	11,579.00
		DISBURSEMENTS	(273,386.37)	(40,130.78)	(134,889.48)	(51,394.12)	(19,061.79)	(19,206.28)	(8,703.92)
4/30/2017		ENDING BALANCE	206,295.89	67,815.12	27,272.89	24,781.02	116,896.03	(52,199.99)	21,730.82

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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April 2017 Detailed Budget Comparison 2016/2017 YTD

For the Period: 7/1/2016 to 4/30/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	5/11/2017 % Bud
Fund: 10 - LSCSD General Fund						
Revenues						
Dept: 00						
Acct Class: 4055 Operational Income						
4055.000 Misc Operational Income	0.00	0.00	383.07	338.86	-383.07	0.0
5050.000 Transfer Fees	3,000.00	3,000.00	3,320.00	500.00	-320.00	110.7
Acct Class: 4060 Interest						
5080.000 Interest Earned-OPS	200.00	200.00	198.31	12.18	1.69	99.2
5081.000 Interest Earned-RSV	395.00	395.00	932.17	0.00	-537.17	236.0
Acct Class: 4070 Rents						
4070.000 Antenna Lease Revenue	22,067.00	22,067.00	17,653.53	1,512.09	4,413.47	80.0
Dept: 22 Medical Clinic						
Acct Class: 4070 Rents						
4053.000 Medical Clinic Revenue	60,264.00	60,264.00	50,220.00	10,044.00	10,044.00	83.3
Revenues	85,926.00	85,926.00	72,707.08	12,407.13	13,218.92	84.6
Expenditures						
Dept: 01 General Admin						
Acct Class: 5000 General Operating Expense						
7032.000 Filing Fees	250.00	250.00	40.00	0.00	210.00	16.0
7033.000 Licenses, Permits, Fees	3,000.00	3,000.00	2,519.84	250.10	480.16	84.0
7034.000 Dues & Subscriptions	4,000.00	5,100.00	5,051.65	86.40	48.35	99.1
7062.000 Repair & Maintenance	3,500.00	3,500.00	1,833.44	0.00	1,666.56	52.4
7064.000 Materials/Supplies/Small Tools	500.00	500.00	409.76	0.00	90.24	82.0
7101.000 Property Taxes	150.00	150.00	63.00	0.00	87.00	42.0
7204.000 Events	750.00	750.00	5.99	0.00	744.01	0.8
7245.000 Election	2,000.00	2,000.00	1,400.42	0.00	599.58	70.0
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	3,500.00	6,500.00	2,815.56	139.00	3,684.44	43.3
7050.200 Off Exp-Postage	4,000.00	6,400.00	3,722.95	0.00	2,677.05	58.2
7050.400 Off Exp-Maint	3,500.00	3,500.00	2,904.02	135.16	595.98	83.0
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	280,749.62	189,977.62	150,459.38	13,979.53	39,518.24	79.2
7513.000 Payroll-TAXES	6,674.87	4,924.68	4,340.34	202.70	584.34	88.1
7514.000 Payroll-Benefits	74,485.80	55,981.80	46,040.00	2,315.15	9,941.80	82.2
7516.200 Pension Cost (CalPERS)	41,927.14	14,680.01	12,264.22	1,095.30	2,415.79	83.5
7516.500 CalPERS UAL Expense	0.00	28,596.02	26,696.02	0.00	0.00	100.0
7518.000 Workers Comp	5,182.81	1,757.25	5,338.88	0.00	-3,581.63	303.8
7530.100 PR Reimbursement Admin	-140,669.09	-114,297.02	-115,205.99	-30,232.07	908.97	100.8
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	2,000.00	2,000.00	425.46	305.78	1,574.54	21.3
7551.000 Meals	750.00	750.00	327.74	219.74	422.26	43.7
Acct Class: 5024 Professional Services						
7035.000 Advertising	500.00	500.00	329.75	0.00	170.25	66.0
7041.000 Legal	60,000.00	95,000.00	87,481.19	-7,898.06	7,518.81	92.1
Acct Class: 5025 Contractual						
7026.000 Contract Services	6,000.00	96,500.00	94,934.74	9,621.00	1,565.26	98.4
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	600.00	600.00	380.86	0.00	219.14	63.5
Acct Class: 5055 Utilities						
7105.000 Utilities - CSD	1,000.00	1,900.00	501.77	26.84	498.23	50.2
7105.100 Util-Telephone	2,200.00	2,200.00	1,674.83	0.00	525.17	76.1
7105.200 Util-Electric	4,000.00	4,000.00	3,726.06	418.01	274.94	93.1
7105.400 Utilities-Propane	500.00	500.00	87.50	0.00	412.50	17.5
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	-339,370.00	-400,403.00	-327,349.83	8,919.34	-73,053.17	81.8
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	0.00	9,000.00	9,000.35	0.00	-0.35	100.0
Less Reimbursement due from LAIF Savings	0.00	-9,000.00	-9,000.35	0.00	-0.35	-100.0
Dept: 22 Medical Clinic						
Acct Class: 5000 General Operating Expense						
7053.000 Medical Building Contract	41,804.00	0.00	0.00	0.00	0.00	0.0
Medical Building Reserves	0.00	16,264.00	12,197.97	0.00	5,421.36	66.7
7062.000 Repair & Maintenance	5,000.00	6,500.00	1,255.93	0.00	5,244.07	19.3
7080.000 Interest Expense	2,196.00	2,196.00	3,322.70	940.67	-1,126.70	151.3
7084.000 Loan Principle Expense	0.00	41,804.00	40,677.30	10,059.33	1,126.70	97.4
Acct Class: 5010 Payroll						
7530.000 Payroll Reimbursement	4,250.00	4,250.00	223.22	0.00	4,026.78	5.3
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	600.00	600.00	558.08	0.00	43.92	92.7
Expenditures	85,531.15	85,531.36	71,351.75	10,583.92	15,534.24	83.4

For the Period: 7/2/2016 to 4/30/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 15 - LSCSD Sewer Dept**Revenues****Dept: 00****Acct Class: 4001 Assessments & Revenues**

4001.100 Assmt/Revenue-Residential	470,207.00	470,207.00	472,907.10	118,410.30	-2,700.10	100.6
4001.200 Assmt/Revenue-Standby	66,204.00	66,204.00	66,060.00	-66.00	144.00	99.8
4001.300 Assmt/Revenue-Commercial	4,909.00	4,909.00	6,270.84	527.94	-1,361.84	127.7
4003.000 Late Payment Revenue	4,250.00	4,250.00	2,488.78	-9.89	1,761.22	58.6

Acct Class: 4050 Other Operating Revenues

5040.000 Gain on Sale of Equipment	0.00	0.00	3,743.00	0.00	-3,743.00	0.0
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Acct Class: 4055 Operational Income

5004.000 Sewer Hook Up Fee	14,498.00	14,498.00	21,745.50	7,248.50	-7,247.50	150.0
5005.000 Sewer Payment Contracts	252.00	252.00	252.00	63.00	0.00	100.0

Acct Class: 4050 Interest

5081.000 Interest Earned-RSV	1,500.00	1,500.00	2,258.59	0.00	-758.59	150.6
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Dept: 23 Green Waste Site**Acct Class: 4055 Operational Income**

4055.000 Misc Operational Income	2,000.00	2,000.00	1,423.75	1,423.75	576.25	71.2
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Revenues	563,820.00	563,820.00	577,149.56	127,597.60	-13,329.56	102.4
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Expenditures**Dept: 01 General Admin****Acct Class: 5000 General Operating Expense**

7003.000 Bad Debt	0.00	0.00	4.01	0.00	-4.01	0.0
7033.000 Licenses, Permits, Fees	7,500.00	8,000.00	7,675.02	4.00	324.98	95.9
7034.000 Dues & Subscriptions	500.00	500.00	439.60	359.00	60.40	87.9
7062.000 Repair & Maintenance	20,000.00	20,000.00	10,333.36	5,852.19	9,666.64	51.7
7064.000 Materials/Supplies/Small Tools	5,000.00	5,000.00	2,758.23	505.31	2,241.77	55.2
7080.000 Interest Expense	25,542.52	25,542.52	25,542.52	12,511.22	0.00	100.0
7085.000 Municipal Finance Principle	35,482.92	35,482.92	35,482.92	18,001.50	0.00	100.0
7100.000 Lease/Rent Expense	1,800.00	1,800.00	1,470.28	0.00	329.72	81.7

Acct Class: 5005 Office Expense

7050.100 Off Exp-Supplies	400.00	400.00	131.38	12.86	268.62	32.8
7050.200 Off Exp-Postage	100.00	100.00	0.00	0.00	100.00	0.0

Acct Class: 5010 Payroll

7501.000 Payroll Expense	262,956.33	166,637.63	133,085.49	13,999.59	33,552.14	79.9
7513.000 Payroll-TAXES	6,416.87	4,152.25	3,888.63	203.00	263.62	93.7
7514.000 Payroll-Benefits	89,359.20	66,754.80	50,497.25	5,152.00	16,257.55	75.6
7516.200 Pension Cost (CalPERS)	35,820.54	12,262.36	10,452.99	1,012.56	1,809.37	85.2
7516.500 CalPERS UAL Expense	0.00	18,481.98	18,481.98	0.00	0.00	100.0
7518.000 Workers Comp	32,060.28	20,328.66	29,693.71	0.00	-9,365.05	146.1
7530.000 Payroll Reimbursement	-187,095.30	-112,334.13	-109,979.35	-10,120.05	-2,354.78	97.9
7552.000 Employee Physical Exams-Shots	500.00	500.00	0.00	0.00	500.00	0.0
7556.000 Uniforms	1,200.00	1,200.00	987.40	125.00	212.60	82.3

Acct Class: 5015 Travel/training/meals

7550.000 Travel & Training	1,500.00	1,500.00	113.55	0.00	1,386.45	7.6
7551.000 Meals	400.00	400.00	53.03	0.00	346.97	13.3

Acct Class: 5024 Professional Services

7001.000 Accounting Audit/Review	4,200.00	4,200.00	4,200.00	0.00	0.00	100.0
7041.000 Legal	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0

Acct Class: 5025 Contractual

7026.000 Contract Services	10,000.00	10,000.00	1,144.90	0.00	8,855.10	11.4
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Acct Class: 5030 Insurance, Liability

7040.000 Insurance (Liability)	21,000.00	18,000.00	18,000.78	0.00	-0.78	100.0
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Acct Class: 5055 Utilities

7105.100 Util-Telephone	250.00	490.00	368.60	36.55	121.40	75.2
7105.200 Util-Electric	49,325.00	49,325.00	39,573.46	4,878.52	9,751.54	80.2
7105.300 Util-Waste	510.00	510.00	382.50	0.00	127.50	75.0

Acct Class: 5075 Equipment

7061.000 Rental Equipment	500.00	500.00	0.00	0.00	500.00	0.0
7063.000 Fuel	6,500.00	5,000.00	3,912.01	338.94	1,087.99	78.2
7065.000 Vehicle Repair/Maintenance	3,500.00	5,000.00	4,441.92	74.30	558.08	88.8

Acct Class: 6000 Admin Overhead Alloc

7002.000 Admin Overhead Alloc	142,535.40	168,169.26	137,486.94	-3,746.12	30,682.32	81.8
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Acct Class: 6010 Capital Expenditures

7010.000 Capital Improvement	277,000.00	277,000.00	86,910.63	71,024.05	190,089.37	31.4
Less Reimbursement due from LAIF Savings	-277,000.00	-277,000.00	-86,910.63	-71,024.05	-190,089.37	-31.4

Dept: 23 Green Waste Site**Acct Class: 5000 General Operating Expense**

7064.000 Materials/Supplies/Small Tools	0.00	0.00	111.56	24.12	-111.56	0.0
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Acct Class: 5010 Payroll

7530.000 Payroll Reimbursement	0.00	0.00	2,399.31	62.13	-2,399.31	0.0
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Acct Class: 5075 Equipment

7063.000 Fuel	0.00	0.00	59.01	3.69	-59.01	0.0
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Expenditures	578,763.76	538,903.25	433,192.99	49,290.31	105,710.26	80.4
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For the Period: 7/2/2016 to 3/31/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 20 - LSCSD Water Dept

Revenues

Dept: 00

Acct Class: 4001 Assessments & Revenues

4001.100 Assmt/Revenue-Residential	325,220.30	325,220.30	334,622.79	71,013.07	-9,402.49	102.9
4001.200 Assmt/Revenue-Standby	104,320.00	104,320.00	103,939.65	-73.32	380.35	99.6
4001.300 Assmt/Revenue-Commercial	14,260.95	14,260.95	12,160.61	744.96	2,100.44	85.3
4003.000 Late Payment Revenue	8,700.00	8,700.00	7,366.47	-49.79	1,333.53	84.7
Acct Class: 4020 Construction-New Home						
4075.000 Water Capacity Expansion Fee	640.00	640.00	2,078.00	640.00	-1,438.00	324.7
5005.000 Water Hook Up Fee	530.00	530.00	1,590.00	530.00	-1,060.00	300.0
Acct Class: 4050 Other Operating Revenues						
5040.000 Gain on Sale of Equipment	750.00	750.00	3,743.00	0.00	-2,993.00	499.1
Acct Class: 4055 Operational Income						
4056.000 Misc-Non Operating Income	0.00	0.00	86.00	0.00	-86.00	0.0
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	5,800.00	8,500.00	9,120.85	940.67	-620.85	107.3
Dept: 22 Medical Clinic						
Acct Class: 4050 Other Operating Revenues						
4054.000 Loan Principle Revenue	0.00	41,804.00	40,677.30	10,059.33	1,126.70	97.3

Revenues	460,221.25	504,725.25	515,384.57	83,804.92	-10,659.32	102.1
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Expenditures

Acct Class: 5000 General Operating Expense

7033.000 Licenses, Permits, Fees	6,000.00	6,000.00	1,774.31	4.00	4,225.69	29.6
7034.000 Dues & Subscriptions	1,300.00	1,300.00	1,109.60	359.00	190.40	85.4
7062.000 Repair & Maintenance	25,000.00	25,000.00	7,304.43	39.04	17,695.57	29.2
7064.000 Materials/Supplies/Small Tools	4,000.00	4,000.00	2,625.48	505.30	1,374.52	65.6
7100.000 Lease/Rent Expense	1,800.00	1,800.00	1,470.28	0.00	329.72	81.7
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	650.00	650.00	123.35	4.82	526.65	19.0
7050.200 Off Exp-Postage	800.00	800.00	1,091.65	525.32	-291.65	136.5
Acct Class: 5010 Payroll						
7530.000 Payroll Reimbursement	140,509.14	112,334.13	104,985.83	10,134.64	7,348.30	93.5
7556.000 Uniforms	1,200.00	1,200.00	837.40	125.00	362.60	69.8
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	2,000.00	2,000.00	113.55	0.00	1,886.45	5.7
7551.000 Meals	350.00	350.00	53.01	0.00	296.99	15.1
Acct Class: 5024 Professional Services						
7001.000 Accounting Audit/Review	3,960.00	3,960.00	3,960.00	0.00	0.00	100.0
7041.000 Legal	5,000.00	5,000.00	231.00	0.00	4,769.00	4.6
Acct Class: 5025 Contractual						
7028.000 Contract Services	12,000.00	12,000.00	2,006.50	128.00	9,993.50	16.7
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	23,000.00	20,000.00	19,663.38	0.00	336.62	98.3
Acct Class: 5055 Utilities						
7105.100 Util-Telephone	2,650.00	2,900.00	2,354.02	234.20	545.98	81.2
7105.200 Util-Electric	97,000.00	97,000.00	65,531.66	1,743.67	31,468.34	67.6
7105.300 Util-Waste	510.00	510.00	382.50	0.00	127.50	75.0
Acct Class: 5075 Equipment						
7063.000 Fuel	6,500.00	5,000.00	3,435.77	338.94	1,564.23	68.7
7065.000 Vehicle Repair/Maintenance	3,000.00	3,000.00	2,264.65	74.30	735.35	75.5
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	142,535.40	168,169.26	137,486.91	-3,746.12	30,682.35	81.8
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	310,000.00	343,530.00	173,384.62	36,183.71	170,145.38	50.5
Less Reimbursement due from LAIF Savings	-310,000.00	-343,530.00	-173,384.62	-36,183.71	-170,145.38	-50.5

Expenditures	479,764.54	472,973.39	358,805.28	10,470.11	114,168.11	75.9
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For the Period: 7/2/2016 to 4/30/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 25 - LSCSD Police Department

Revenues

Acct Class: 4001 Assessments & Revenues

4001.100 Assmt/Revenue-Residential	80,210.00	108,150.00	108,228.45	34,045.00	-78.45	100.1
4001.200 Assmt/Revenue-Standby	169,390.00	227,675.00	227,166.99	-164.14	508.01	99.8
4001.300 Assmt/Revenue-Commercial	2,015.00	2,713.00	2,712.50	0.00	0.50	100.0
4003.000 Late Payment Revenue	5,790.00	5,700.00	7,010.87	16.12	-1,310.87	123.0
Acct Class: 4050 Other Operating Revenues						
5040.000 Gain on Sale of Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	0.0
5054.000 Animal Control Fees - Other	300.00	300.00	0.00	0.00	300.00	0.0
5055.000 Animal License Fee	4,000.00	4,000.00	4,650.00	810.00	-650.00	116.3
5058.000 Warrant	2,500.00	2,500.00	476.32	17.24	2,024.68	19.0
5062.000 Event Donations	500.00	500.00	1,325.00	1,000.00	-825.00	265.0
Acct Class: 4055 Operational Income						
4056.000 Misc-Non Operating Income	3,200.00	3,200.00	150.00	35.00	3,050.00	4.7
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	625.00	625.00	1,248.92	0.00	-623.92	199.8

Revenues	269,940.00	356,863.00	352,968.05	35,759.22	3,894.95	98.9
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For the Period: 7/2/2016 to 3/31/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 25 - LSCSD Police Department

Expenditures

Acct Class: 5000 General Operating Expense

7003.000 Bad Debt	0.00	0.00	25.64	0.00	-25.64	0.0
7033.000 Licenses, Permits, Fees	1,600.00	1,600.00	1,038.76	90.00	561.24	64.9
7034.000 Dues & Subscriptions	2,600.00	2,600.00	2,514.00	0.00	86.00	96.7
7062.000 Repair & Maintenance	1,300.00	1,300.00	290.83	0.00	1,009.17	22.4
7064.000 Materials/Supplies/Small Tools	1,500.00	1,500.00	383.40	143.61	1,116.60	25.6
7204.000 Events	500.00	500.00	0.00	0.00	500.00	0.0

Acct Class: 5005 Office Expense

7050.100 Off Exp-Supplies	1,000.00	1,000.00	874.36	166.45	125.64	87.4
7050.200 Off Exp-Postage	400.00	400.00	158.32	0.00	241.68	39.6
7050.400 Off Exp-Maint	1,850.00	1,850.00	1,346.33	146.66	503.67	72.8

Acct Class: 5010 Payroll

7501.000 Payroll Expense	112,325.78	94,427.69	61,879.39	9,421.64	32,548.30	65.5
7513.000 Payroll-TAXES	9,604.14	8,234.94	5,842.59	776.01	2,392.35	70.9
7514.000 Payroll-Benefits	14,666.64	27,619.44	21,141.81	4,164.00	6,477.63	76.5
7516.100 Pension Cost (EJ)	5,344.81	5,651.94	2,960.28	518.97	2,691.66	52.4
7518.000 Workers Comp	10,708.94	9,148.22	14,068.93	0.00	-4,920.71	153.8
7530.000 Payroll Reimbursement	1,200.00	1,200.00	134.47	0.00	1,065.53	11.2
7552.000 Employee Physical Exams-Shots	500.00	500.00	953.00	153.00	-453.00	190.6
7556.000 Uniforms	2,000.00	3,000.00	1,802.86	546.44	1,197.14	60.1

Acct Class: 5015 Travel/training/meals

7550.000 Travel & Training	3,000.00	6,000.00	5,339.27	1,319.64	660.73	89.0
7551.000 Meals	500.00	1,000.00	627.10	121.10	372.90	62.7

Acct Class: 5024 Professional Services

7001.000 Accounting Audit/Review	3,000.00	3,000.00	3,000.00	0.00	0.00	100.0
7035.000 Advertising	500.00	500.00	167.25	0.00	332.75	33.5
7041.000 Legal	1,000.00	1,000.00	340.00	0.00	660.00	34.0

Acct Class: 5025 Contractual

7026.000 Contract Services	3,000.00	3,000.00	1,362.38	32.50	1,637.62	45.4
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Acct Class: 5030 Insurance, Liability

7040.000 Insurance (Liability)	10,000.00	8,500.00	8,206.31	0.00	293.69	96.5
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Acct Class: 5055 Utilities

7105.000 Utilities - CSD	600.00	600.00	525.31	27.74	74.69	87.6
7105.100 Util-Telephone	5,000.00	5,000.00	3,357.21	0.00	1,642.79	67.1
7105.200 Util-Electric	2,860.00	2,860.00	1,907.49	186.99	952.51	66.7
7105.300 Util-Waste	480.00	480.00	360.00	0.00	120.00	75.0
7105.400 Utilities-Propane	1,000.00	1,000.00	1,150.49	0.00	-150.49	115.0

Acct Class: 5075 Equipment

7063.000 Fuel	10,000.00	10,000.00	2,969.30	534.42	7,030.70	29.7
7065.000 Vehicle Repair/Maintenance	4,500.00	2,500.00	2,121.36	750.00	378.64	84.9
7067.000 Vehicle Replacement	0.00	5,000.00	0.00	0.00	5,000.00	0.0

Acct Class: 6000 Admin Overhead Alloc

7002.000 Admin Overhead Alloc	27,149.60	32,032.24	26,187.99	-713.55	5,844.25	81.8
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Acct Class: 6010 Capital Expenditures

7010.000 Capital Improvement	3,000.00	3,000.00	0.00	0.00	3,000.00	0.0
Less Reimbursement due from LAIF Savings	-3,000.00	-3,000.00	0.00	0.00	-3,000.00	0.0

Expenditures	239,689.91	243,004.47	173,036.43	18,385.62	69,968.04	71.2
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For the Period: 7/2/2016 to 4/30/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 26 - COPS Grant

Revenues

Dept: 00

Acct Class: 4001 Assessments & Revenues

5075.000 Grant Income	115,000.00	129,324.00	72,715.85	10,606.27	56,608.15	56.2
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Revenues	115,000.00	129,324.00	72,715.85	10,606.27	56,608.15	56.2
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Expenditures

Acct Class: 5010 Payroll

7501.000 Payroll Expense	60,641.58	98,960.95	95,812.33	9,456.21	3,148.62	96.8
7513.000 Payroll-TAXES	5,012.64	7,875.93	8,371.64	944.83	-495.71	106.3
7514.000 Payroll-Benefits	19,429.20	19,429.20	20,952.81	4,788.00	-1,523.61	107.8
7516.100 Pension Cost (EJ)	2,569.63	2,569.63	2,368.60	379.13	201.03	92.2
7518.000 Workers Comp	5,287.95	8,629.39	5,241.79	0.00	3,387.60	60.7
7552.000 Employee Physical Exams-Shots	300.00	300.00	0.00	0.00	300.00	0.0
7556.000 Uniforms	500.00	500.00	483.20	483.20	16.80	96.6

Acct Class: 5015 Travel/training/meals

7550.000 Travel & Training	4,000.00	4,000.00	5,304.16	3,102.90	-1,304.16	132.6
7551.000 Meals	500.00	500.00	1,452.89	16.01	-952.89	290.6

Expenditures	98,241.00	142,765.10	139,987.42	19,170.28	2,777.68	98.1
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Fund: 40 - LSCSD Fire Department

Revenues

Dept: 00						
Acct Class: 4001 Assessments & Revenues						
4001.100 Assmt/Revenue-Residential	49,360.00	49,360.00	49,457.53	12,380.00	-97.53	100.2
4001.200 Assmt/Revenue-Standby	65,150.00	65,150.00	64,933.30	-45.82	216.70	99.7
4001.300 Assmt/Revenue-Commercial	1,060.00	1,060.00	1,060.00	0.00	0.00	100.0
4003.000 Late Payment Revenue	2,500.00	2,500.00	2,196.18	27.39	303.82	87.8
5075.000 Grant Income	7,500.00	5,500.00	0.00	0.00	5,500.00	0.0
Acct Class: 4050 Other Operating Revenues						
4076.000 Fire Suppression Expansion Fee	316.00	316.00	790.00	316.00	-474.00	250.0
5040.000 Gain on Sale of Equipment	38,000.00	20,000.00	0.00	0.00	20,000.00	0.0
5056.000 Warrant	5,000.00	5,000.00	5,180.02	1,840.95	-180.02	103.6
5062.000 Event Donations	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
Acct Class: 4055 Operational Income						
4056.000 Misc-Non Operating Income	90,000.00	0.00	15.00	0.00	-15.00	0.0
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	400.00	400.00	267.11	0.00	132.89	66.8
Dept: 45 Mutual Aid Strike Team						
Acct Class: 4055 Operational Income						
4080.000 Strike Team Revenues	0.00	124,233.60	123,639.30	0.00	594.30	99.5
Revenues	260,286.00	274,519.60	247,538.44	14,518.52	26,981.16	90.2

Expenditures

Dept: 01 General Admin						
Acct Class: 5000 General Operating Expense						
7003.000 Bad Debt	0.00	0.00	6.30	0.00	-6.30	0.0
7033.000 Licenses, Permits, Fees	350.00	350.00	92.05	8.00	257.95	26.3
7034.000 Dues & Subscriptions	925.00	925.00	701.25	0.00	223.75	75.8
7051.000 Public Safety Supplies	5,000.00	2,000.00	214.54	0.00	1,785.46	10.7
7051.100 Mandatory Safety Equipment	10,000.00	5,000.00	1,796.06	0.00	3,203.94	35.9
7062.000 Repair & Maintenance	6,000.00	1,500.00	774.45	12.23	725.55	51.6
7064.000 Materials/Supplies/Small Tools	3,500.00	2,000.00	851.66	-308.41	1,148.34	42.6
7204.000 Events	500.00	500.00	0.00	0.00	500.00	0.0
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	650.00	650.00	218.65	60.02	431.35	33.6
7050.200 Off Exp-Postage	100.00	100.00	5.25	0.00	94.75	5.3
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	100,705.60	29,095.00	24,098.84	2,520.00	4,996.16	82.8
7513.000 Payroll-TAXES	8,862.76	2,797.00	2,509.80	192.78	287.20	89.7
7514.000 Payroll-Benefits	0.00	6,384.00	4,788.00	1,596.00	1,596.00	75.0
7518.000 Workers Comp	18,817.49	11,455.00	10,891.94	0.00	564.06	95.1
7530.000 Payroll Reimbursement	-33,107.21	500.00	-203.38	0.00	703.38	-40.7
7552.000 Employee Physical Exams-Shots	1,200.00	1,200.00	0.00	0.00	1,200.00	0.0
7556.000 Uniforms	4,000.00	2,000.00	2,486.05	0.00	-486.05	124.3
Acct Class: 5015 Travel/training/meals						
7549.000 Volunteer FF Stipend	14,000.00	14,000.00	6,840.00	0.00	7,160.00	48.9
7550.000 Travel & Training	7,000.00	1,500.00	352.56	0.00	1,147.44	23.5
7551.000 Meals	1,500.00	1,200.00	403.44	106.61	796.56	33.6
Acct Class: 5024 Professional Services						
7001.000 Accounting Audit/Review	840.00	840.00	840.00	0.00	0.00	100.0
7041.000 Legal	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
Acct Class: 5025 Contractual						
7026.000 Contract Services	2,000.00	1,000.00	673.00	32.50	327.00	67.3
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	7,500.00	7,500.00	7,187.42	0.00	312.58	95.8
Acct Class: 5055 Utilities						
7105.000 Utilities - CSD	850.00	850.00	673.82	44.24	176.18	79.3
7105.100 Util-Telephone	650.00	2,100.00	1,021.15	0.00	1,078.85	48.6
7105.200 Util-Electric	4,400.00	4,400.00	2,270.97	260.04	2,129.03	51.6
7105.300 Util-Waste	480.00	480.00	360.00	0.00	120.00	75.0
7105.400 Utilities-Propane	1,000.00	1,000.00	1,150.49	0.00	-150.49	115.0
Acct Class: 5075 Equipment						
7063.000 Fuel	8,000.00	8,000.00	4,341.86	528.45	3,658.14	54.3
7065.000 Vehicle Repair/Maintenance	15,000.00	25,000.00	25,930.49	1,327.52	-930.49	103.7
7075.000 VFA Grant Equipment	15,000.00	11,000.00	10,856.03	0.00	143.97	98.7
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	27,149.60	32,032.24	26,187.99	-713.55	5,844.25	81.8
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	113,000.00	113,000.00	32,641.18	0.00	80,358.82	28.9
Less Reimbursement due from LAIF Savings	-113,000.00	-113,000.00	-32,641.18	0.00	-80,358.82	-28.9
Dept: 45 Mutual Aid Strike Team						
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	0.00	80,285.00	65,911.01	0.00	14,373.99	82.1
7513.000 Payroll-TAXES	0.00	7,009.80	5,917.96	0.00	1,091.84	84.4
7518.000 Workers Comp	0.00	8,253.30	6,775.69	0.00	1,477.61	82.1
Expenditures	233,873.24	273,907.34	216,925.34	5,666.43	56,982.00	79.2

Grand Total Net Effect: 39,329.65 158,092.94 445,164.34 171,126.99 -287,071.40

Required Training Participation List

Name	Position	AB 1234 Ethics Date of Completion	Proof	AB 1825 Harrasment Date of Completion	Proof	Received Brown Act	Received Gov Code	Next AB1234 Date Requirement	Next AB 1825 Date Requirement
Karl Drexel	GM	11/8/2016	Target	1/12/2016	Target	Yes	Yes	11/8/2018	1/12/2018
Carol Cupp	Board	3/27/2017	CSDA	1/24/2017	CSDA	Yes	Yes	3/27/2019	1/24/2019
Mike Graves	Board	3/21/2017	CSDA	3/21/2017	CSDA	Yes	Yes	3/21/2019	3/21/2019
Roxanna Layne	Board	11/13/2014	CSDA	4/24/2017	CSDA	Yes	Yes	11/13/2016	4/24/2019
Rita MacIntosh	Board	2/23/2017	CSDA	12/20/2016	Target	Yes	Yes	2/23/2019	12/20/2018
Barbara Thomsson	Board	2/23/2017	CSDA	4/24/2017	CSDA	Yes	Yes	2/23/2019	4/24/2019
<u>Staff</u>									
Robert Moser	PWS	3/16/2017	CSDA	4/27/2017	CSDA			3/16/2019	4/27/2019
Debbie Nelle	SAC	3/16/2017	CSDA	4/27/2017	CSDA			3/16/2019	4/27/2019
Steven Pappas	FC	3/20/2017	Target	3/29/2017	Target			3/20/2019	3/29/2019
Mike Wilson	PC	3/16/2017	CSDA	6/10/2015	CSDA			3/16/2019	6/10/2017

Date: 5/2/17

QUARTERLY REPORT TO THE BOARD

Prepared 5/9/2017

Jan. 2017 - Mar. 2017

LAIF ACCOUNT

Fund Balance Acct # 0015

Interest Effective 3/31/2017	Interest total 3,957.01	Current Rate 0.780%
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	Balance at 3/31/17 (after transaction activity)	Calculation of Interest (% of total)	Interest Earned on 3/31/17	Ending Balance at 3/31/17
10 General	182,737.58	8.488%	335.87	183,073.45
15 Sewer	474,746.16	22.051%	872.57	475,618.73
20 Water	1,147,062.10	53.279%	2,108.27	1,149,170.37
25 Police	264,021.71	12.263%	485.27	264,506.98
30 Fire	84,348.96	3.918%	155.03	84,503.99
26 COPS	-	0.000%	-	-
	2,152,916.51	100.000%	3,957.01	2,156,873.52

Transaction activity: January 2017

Per Board Resolution 3-15 on 4/15/2015 for \$500,000 owed to Water Fund from General Fund payment of \$11,000 including interest each quarter, ending balance shown below for January 2017 payment posted 1/15/2017:

	Beginning Balance at 1/1/17	Interfund LAIF transfer posted on 1/15/17	Balance after transfer on 1/31/17	% of total
10 General	182,737.58	(11,000.00)	171,737.58	8.536%
15 Sewer	424,746.16	-	424,746.16	21.112%
20 Water	1,136,062.10	11,000.00	1,147,062.10	57.013%
25 Police	234,021.71	-	234,021.71	11.832%
30 Fire	34,348.96	-	34,348.96	1.707%
26 COPS	-	-	-	0.000%
	2,011,916.51	-	2,011,916.51	100.000%

Transaction activity: February 2017

Board approved transfer of funds on 2/15/17 for \$141,000 to LAIF from SVB CSD checking account transferred on 2/24/17. Amounts and ending balance shown below:

	Beginning Balance at 2/1/17	Transfer to LAIF posted on 2/24/17	Balance after transfer on 2/28/17	% of total
10 General	171,737.58	11,000.00	182,737.58	8.488%
15 Sewer	424,746.16	50,000.00	474,746.16	22.051%
20 Water	1,147,062.10	-	1,147,062.10	53.279%
25 Police	234,021.71	30,000.00	264,021.71	12.263%
30 Fire	34,348.96	50,000.00	84,348.96	3.918%
26 COPS	-	-	-	0.000%
	2,011,916.51	141,000.00	2,152,916.51	100.000%

Transaction activity: March 2017

No Activity



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

FROM: Paula Mitchell, Committee Member
FY 2017/18 Budget / Finance Committee

MEETING DATE: May 17, 2017

SUBJECT: Committee Board Report on the May 12, 2017 Meeting

The Lake Shastina Community Services District Budget/Finance Committee met on May 12, 2017 to review the entire budget for 2017/2018.

The committee reviewed data on the amount of monies paid to Karl Drexel for general manager services and for per diem. The document is included in the board packet for the May 17th meeting.

The Police budget was revised to reflect the current staffing level. The county will be sending additional money for the COPS grant. It is expected that the grant total will be \$120,000. The Police Department has received a \$1,000 donation which will be used to buy 2 bullet-proof vests.

The Fire Department received a grant for equipment and education of 4 volunteers. More information is included in the Fire Department report to the board.

The Sewer Department budget, with the exception of the administration overhead allocation, did not change from the meeting on April 26th.

The Water Department budget does not include water tank repairs, as the department has just recently received the results from the tank inspections. The department will be developing repair plans along with cost estimates. Water tank repairs are done in the late fall and winter when water usage is at its' lowest.

The administrative overhead allocation to the 2 government and 2 enterprise funds have been reduced due to shifting legal costs to the medical building. The Chair of the committee (and Board President) has asked all four budget groups to not spend the resulting excess funds but allow the excess to go to their respective reserve accounts. The administrative office was asked to work on upgrades to their accounting software and on purchase of new computers.

An open hearing will be held at the June Board meeting. The Board will be asked to approve the budget for fiscal year 2017/2018 at that same meeting.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

FROM: Paula Mitchell, Committee Member
FY 2017/18 Budget / Finance Committee

MEETING DATE: May 17, 2017

SUBJECT: Committee Board Report on the April 26, 2017 Meeting

Since the April LSCSD Board meeting, the Lake Shastina Community Services District Budget/Finance Committee has reviewed the Water and Sewer budgets on April 26, 2017.

The General Manager did not provide the committee with copies of the sewer grant or the water grant application. The committee could not record which capital projects are or might be covered by planning grants, and therefore, cannot project the future status of the reserve accounts for either enterprise funds. Grants are part of the financial picture of any district and should be provided to the committee.

The Sewer fund LAIF Savings (reserve account) continues to shrink. The projected reserves may fall to \$171,000. To gain a perspective on how small this reserve is, one sewer lift station refurbishment on the capital project list is estimated to cost \$45,000 another may cost \$100,000.

The Water fund capital project list estimated costs are projected at \$189,000 and could increase, however, the reserves are in better shape than the Sewer fund. The committee requested that projects from previous years be put back on the capital projects list. The committee does not know which, if any, would be covered by a planning grant. It is unknown at this time what repairs will be needed to the system water tanks. Inspections were just recently completed, so it is too soon for plans and cost estimates.

The District CPA has advised our accounting department that all legal costs incurred by the acquisition of the medical building must be paid for by the medical building. If expenses for the medical building, including legal costs exceed income, the medical building must borrow money to cover the costs. This should reduce the allocated overhead for the two government funds and for the two enterprise funds, but not to the level the District experienced prior to December 2014.

CalPERS has informed the District that once the General Manager has worked 1,000 hours, the District must start contributing to CalPERS for the General Manager. This will increase the cost to the District. It is estimated that 1,000 hours will occur in the first or second week this June.

The next meeting was held on Friday May 12, when all the budgets were reviewed.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

FY 2017/18 Budget/Finance Committee Meeting

Wednesday, April 5, 2017 – 2:00 p.m.

Administration Building

16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

CALL TO ORDER: 2:00 p.m.

Budget Committee Roll Call:

Director Graves ✓ Director MacIntosh ✓ CSD Member: Paula Mitchell ✓
Ex-Officio Member GM Drexel ✓ Staff: SAC Nelle ✓

There were two people present in the audience.

PLEDGE OF ALLEGIANCE: Norm MacIntosh led the Pledge of Allegiance.

PUBLIC COMMENTS: None

COMMITTEE MEMBER COMMENTS: None

BUSINESS ITEM:

1. Approval of Minutes: March 22, 2017: Approved.
2. FY 2017/2018 Draft Budget Review – General Fund Department: Draft budget reviewed.
3. Next FY 2017/18 Budget Review meeting:
April 26, 2017, 2:00 p.m. to review Sewer and Water Departments

ADJOURN: 3:10 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

FY 2017/18 Budget/Finance Committee Meeting
Wednesday, April 26, 2017 – 1:00 p.m.
Administration Building
16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

CALL TO ORDER: 1:05 p.m.
Budget Committee Roll Call:

Director Graves ✓ Director MacIntosh ✓ CSD Member: Paula Mitchell ✓

Ex-Officio Member GM Drexel absent Staff: SAC Nelle ✓ PWS Moser ✓

There were 4 people in the audience.

PLEDGE OF ALLEGIANCE: PWS Moser led the Pledge of Allegiance.

PUBLIC COMMENTS: One (1) Speaker

COMMITTEE MEMBER COMMENTS: Two (2) Speakers

BUSINESS ITEM:

1. Approval of Minutes: April 5, 2017: Approved.
2. FY 2017/2018 Draft Budget Review – Sewer and Water Departments: Draft budgets reviewed.
3. Next FY 2017/18 Budget Review meeting:
May 12, 2017, 9:00 a.m. to review all departments

ADJOURN: 3:10 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Item B

MEMORANDUM

TO: LSCSD Board of Directors

FROM: Debbie Nelle, Senior Accounting Clerk

DATE: May 12, 2017

RE: LSCSD Policy Committee Report on status

The LSCSD Policy Standing Committee had their first meeting on May 3, 2017 at 2pm. President Michael Graves was appointed as the committee chairperson and SAC Debbie Nelle appointed to prepare agenda, minutes and reports.

Goals were established to present no more than 5 policies to the committee each meeting for review, amendment and recommendation for submitting to the Board each month.

The committee would like to use the same numbering system from the CSDA policy templates.

The next Policy Committee meeting is scheduled for Tuesday, June 20th, now at 8:30am at the Admin building small conference room (this was changed from 9am due to another meeting conflict in the board room).



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

DATE: April 19, 2017 (approved 5/2/17)

FROM: Roxanna Layne, Director

SUBJECT: FIRE ADVISORY COMMITTEE MINUTES 4/3/17 Meeting

Call to order: 2 p.m.

Present: FC Pappas, Director Layne, Director Thomsson, Ex-Officio Member Karl Drexel

Pledge of Allegiance

Business Items:

1. Director Thomsson was appointed Chairperson and Director Layne to prepare minutes and agenda.
2. The following objectives were set for the committee:
 - a. FC Pappas to prepare a statement of mission for the committee to present at BOD.
 - b. Consider an ordinance for fire fuel abatement. Lorene Miller provided a rough draft to possibly use as a template. Committee to read and discuss at next mtg. FC Pappas to contact Cal Fire to follow up.
 - c. Consider and explore options and ramifications for Lake Rescue Operations. Follow up by FC Pappas

d. Review options and feasibility for getting a basic life support ambulance for LS. Karl Drexel to follow up with relevant phone calls .

e. Long-term goal: To put a fire tax increase on the next ballot.

The next meeting was scheduled for May 2, 2017 at 2p.m. at the Admin Bldg.

The meeting was adjourned.

Lake Shastina Fire Department

16309 Everhart Drive
Weed CA 96094



For the Month of April LSFD responded to a total of 26 calls. These calls included

- 2 Structure Fires
- 1 Wildland fires
- 2 Public Assists
- 1 Illegal Burning
- 20 Medical Aids

LSFD lost one of our Fire Captains Josh Enevoldsen who moved out of the area at the beginning of May. Fortunately we were able to replace his position with Captain Cunningham who currently works for Cal Fire and is a previous Fire Chief for LSFD. We also added a new recruit Geneva Flescher. Geneva is new to the fire service. She is interested in getting into the medical field and will begin EMT classes very soon at COS.

Two more firefighters were accepted into the SAFER Grant program. This brings the total to 4 of our firefighters accepted for a total of \$8,000. These funds will be used to purchase new Structure Firefighting gear as well as pay for their Firefighter 1 training and an NFPA Medical exam.

Lake Shastina Police Department

Inter-Office Memo

Lake Shastina C.S.D. Board Report

April 2017

The Lake Shastina Police Department responded to approximately 70 calls during the month of April which are as follows:

Regular Police Calls:

Disturbance – 2	Traffic – 1	Battery – 1
Vandalism – 2	Burglar Alarm – 3	Loud Noise - 1
Suspicious Veh – 2	Suspicious Circ – 2	Unlawful Solicitation – 1
Illegal Dumping – 1	Welfare Ck Person – 2	Indecent Exposure – 1
Civil Issue – 1	Found Property – 2	Trespassing – 2
Hit and Run – 1	Theft – 1	Camp Ground Ck – 12
Assist WPD – 1	Lost Property – 1	Lost or Stolen Plate – 1
Sex Offender Reg – 1	Probation Search – 2	Court Order Viol – 1
Under the Influence – 1	Telephone Scam – 1	Other Misc – 1
Case Follow Up – 3	Child Abuse – 1	House Watch – 1
Extra Patrol – 2		

Animal Calls:

Dogs at Large – 10	Dog RTO – 2	Barking Dog – 3
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Notable Cases:

Officer Beck worked with CPS and Sonoma County Sheriff's Office on a multi-jurisdictional Child Abuse Case that was initiated through our office and CPS based on the fact that the victim had a Lake Shastina address.

It was determined though the investigation including a forensic interview with the victim that none of the violations took place in Lake Shastina and information was provided to the Shasta County Sheriff's Office, who are actively investigating the physical, emotional and sexual abuse case which spanned several years.

Department Activity:

The Public Access Campground is now open and officers have had their hands full trying to keep the area free of individuals who intend on using the area for long term camping VS. Recreational camping.

Officer Pam Robison is now working on her own and covering patrol and on call shifts in Lake Shastina.

Officer Morgan Barr continues his academy at College of the Redwoods.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS **Item #4**
MEETING DATE: MAY 17, 2017
FROM: KARL DREXEL, GENERAL MANAGER
SUBJECT: EXCEPTIONAL EXPENSES REPORT

Update Board on Exceptional Expenses reported by staff

Certain expenses come up on a regular basis, which are anticipated and are routine. Occasionally, however, due to circumstances or emergencies, unanticipated expenses come up that have to be dealt with immediately. These expenses are within the budget parameters of each Department. Most of these types of expenses are within the Department Heads' authority and are approved by them. Some others come to me for approval.

In order to keep the Board apprised, the following non-routine expenses have or will be made this month:

Police Department

Bullet Proof Vest	\$ 800
Ammunition for Training	\$ 1,000
Interior Door Replacement	\$ 964

Fire Department

Tires	\$ 1,000
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Water Department

Well #4 Flow Meter	\$10,000
Water Meters	\$20,000
Hydrants	\$21,000

Sewer Department

Apex Evaporator pump & Motor	\$ 4,000
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RECOMMENDATION:

Information Only. No action needed.

Conclusion

Based on the results of this underwater inspection and the cleaning which took place, it appears this tank is in operational condition and should continue to provide a reliable water storage capacity for potable water use with and after proper maintenance.

Interior coating is at the end of its service life, the tank needs to be sandblasted and recoated in the near future.

Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 The entry hatch needs a new gasket put in place as the current one is not sealing
- 3 The exterior roof needs touch up work done around the outer edges, the low spots have minor surface corrosion present
- 4 The interior coating on the floor, shell, and roof, in addition to all the appurtenances need to be sandblasted and recoated as the coating has exceeded its useful service life. Blisters, and corrosion are present with some bare steel exposed as well. Sandblast and recoat the interior in the near future.

INTERIOR ROOF

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	30% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Trusses

Gussets Fair

Coating

Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	5% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>

Vent Penetration Good

Roof Hatch Fair

Conclusion/Discrepancies: Surface corrosion covers the plates, minor corrosion on the trusses and hardware. Coating is at the end of its service life and needs redone



INTERIOR SHELL

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	15% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Poor heavily blistered			

Rings

Chime Fair

2nd Weld Ring Poor heavily blistered

3rd Weld Ring Poor heavily blistered

4th Weld Ring Fair

5th Weld Ring Fair

Ring(s) 5 in all Fair

Wall to Roof Seam Fair

Baffle/Support Walls None

Conclusion/Discrepancies: Weld seams are heavily blistered with corrosion present above the water line corrosion and cracking more extensive



Conclusion

Based on the results of this underwater inspection and the cleaning which took place, it appears this tank is in operational condition and should continue to provide a reliable water storage capacity for potable water use with and after proper maintenance.

The interior coating is at the end of its service life and needs to be redone before the steel is compromised from present corrosion

Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 The roof lid needs to have a new gasket put in place as part is missing.
- 3 The exterior coating on the shell and the roof is heavily oxidized and thinning out. Touch up these areas along with the nicks and scratches to minimize corrosion and extend the service life of the coating.
- 4 The interior coating is at the end of its service life exhibiting severe blistering, minor cracking, with some pitting and bare steel exposed. The interior of the tank needs to be sandblasted and recoated at the earliest convenience.

INTERIOR ROOF

Coating

Satisfactory	Fair	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Corrosion	15% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Trusses

Fair

Gussets

Fair

Coating

Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Corrosion	10% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>

Vent Penetration

Good

Roof Hatch

Good

Conclusion/Discrepancies: More corrosion than typically found or expected.

Corrosion forms due to the high humidity.



INTERIOR SHELL

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	20% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Poor			

Rings

Chime	Poor
2nd Weld Ring	Poor
3rd Weld Ring	Poor
4th Weld Ring	Poor
5th Weld Ring	
Ring(s) 4 in all	Poor-fair
Wall to Roof Seam	Fair

Baffle/Support Walls

None

Conclusion/Discrepancies: Coating is severely

blistered, numerous areas of bare steel; corrosion has begun, no pitting currently present



Conclusion

Based on the results of this underwater inspection and the cleaning which took place, it appears this tank is in operational condition and should continue to provide a reliable water storage capacity for potable water use with and after proper maintenance.

Interior coating is at the end of its service life, the tank needs to be sandblasted and recoated in the near future.

Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 The entry hatch needs a gasket put in place to create a good seal and minimize the corrosion on the underside of the lid.
- 3 The exterior roof coating is very thin and the primer layer is visible. Plan for a new top coat in the near future.
- 4 The interior coating on the floor, shell, and roof, in addition to all the appurtenances need to be sandblasted and recoated as the coating has exceeded its useful service life. Blisters, and corrosion are present with some bare steel exposed as well. Sandblast and recoat the interior in the near future.

SUPPORT COLUMNS

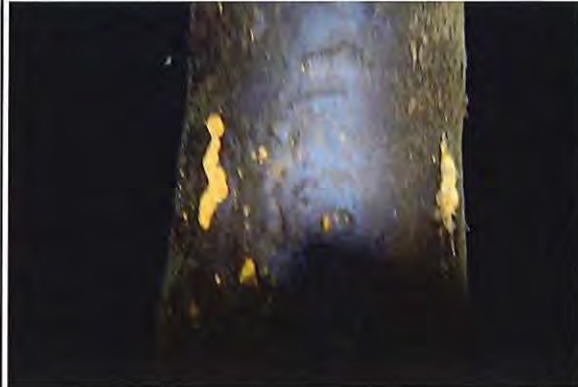
Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	10% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Floor/Base Plates Fair

Construction Coated steel

Conclusion/Discrepancies: Blistering and surface corrosion noted from exposed steel. Coating has failed sandblast and recoat



FLOOR

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	10% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Conclusion/Discrepancies: Coating is at the end of its service life with mineral build up and corrosion noted, recoat in the near future

Sediment Depth 1/4 of an inch



MANWAY ENTRIES

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	5% Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Conclusion/Discrepancies: Blistering and surface corrosion noted around the outer edges and interior of the doorway extension



Conclusion

Based on the results of this underwater inspection and the cleaning which took place, it appears this tank is in operational condition and should continue to provide a reliable water storage capacity for potable water use with and after proper maintenance.

Interior coating is at the end of its service life, the tank needs to be sandblasted and recoated in the immediate future.

Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 The entry hatch needs a new gasket put in place as the current one is cracked and not all there.
- 3 The exterior roof needs touch up work done around the entry way, numerous nicks and scratches with minor corrosion are present.
- 4 The interior coating on the floor, shell, and roof, in addition to all the appurtenances need to be sandblasted and recoated as the coating has exceeded its useful service life. Blisters, and corrosion are present with some bare steel exposed as well. Sandblast and recoat the interior in the immediate future.
- 5 The float for the level indicator system needs to be replaced. The float has water inside and is losing buoyancy.

SUPPORT COLUMNS

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	5%	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Floor/Base Plates Fair

Construction Coated steel

Conclusion/Discrepancies: Blistering and surface

corrosion noted from exposed steel. Coating has failed sandblast and recoat



FLOOR

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	10%	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Conclusion/Discrepancies: Large areas of bare steel, minimal corrosion cathodic protection is working properly coating has failed

Sediment Depth 1/8 of an inch



MANWAY ENTRIES

Coating

Satisfactory	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Blistering	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	5%	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Fair			

Conclusion/Discrepancies: Blistering and surface corrosion noted around the outer edges

Hanger and hardware also exhibit corrosion and blistering





LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: May 17, 2017

FROM: Director Rita MacIntosh
Water Well Committee Member

SUBJECT: FINAL REPORT / RECOMMENDATION TO THE BOARD

LSCSD has wanted to have at least one more water well for backup and to secure our future growth. With budget constraints, test wells will probably have to be paid by the water planning grant (grant covers 3-4 test wells).

BACKGROUND:

LSCSD has foreseen the need to have additional well site(s) to supplement our current wells and to have water available for future growth. This should be done as soon as possible.

FINDINGS:

We have reviewed several well sites as listed:

- East of Indian Island (3 separate sites)
 - Advantages:
 - These locations are near most residents and the storage tanks and on the south side of the 'pinch point'
 - Estimated well production is 300-400 gpm
 - Obstacles:
 - The LSCSD would have to get an agreement with each owner to drill a test well and agree on a purchase price before drilling. Property currently on the market range from 0.25 to 0.5 acres and would cost approximately \$10,000 to \$30,000.
 - The LSPOA Board would have to approve the drilling of a well (test or permanent) by LSCSD.
- Well #5 Site
 - Advantages:
 - The LSCSD already owns the land.
 - Estimated well production 800-1000 gpm
 - Obstacles:

- This is closer to the Shasta River than any other site. Although there are currently no county or state prohibitions to using this site, we may want to touch base with the Montague Water District and possibly with the Karuk Tribe or complete the CEQA report already started.
- Jamie Lea Property
 - Advantages:
 - Mr. Lea may be interested in selling 1 acre to the LSCSD. This property would be located on Big Springs Road between the well 5 site and the entrance to Rancho Hills. It would be further away from the Shasta River than the Well #5 land.
 - This property is close to available power.
 - Obstacles:
 - This property would have to be surveyed which may cost approximately \$3,000.
 - The LSCSD would have to purchase land. The cost might be \$10,000 to \$15,000. Mr. Lea might swap for the Well #5 property. It is unknown who would have responsibility for proper abandonment of the old agricultural well after the swap.
 - Although there are no county or state prohibitions to using this site, we may want to touch base with the Montague Water District and possibly with the Karuk Tribe or complete the CEQA report already started.
- Well #10 Site
 - Advantages:
 - The LSCSD already owns the land.
 - A test well drill from a few years ago established a reasonable flow rate producing excellent quality water. The driller predicted that this site could produce 600 to 1,000 gallons per minute. This information is based on data collected from this test.
 - Obstacles:
 - The test drill was stopped early, which impacts the quality of the predictions. It is not known how deep a permanent well would have to be drilled.
- Rancho Hills Properties along Riverside Dr.
 - Advantages:
 - This land is in an area that has a good probability of producing a good volume and quality of water.
 - Obstacles:
 - The LSCSD would have to buy land.
 - No properties have for sale signs posted.
 - The Rancho Hills HOA President was not willing to address the legal question without knowing which properties were being considered.

Other information:

- The Davis Stirling Act (governing HOAs and POAs) does not prohibit CSDs from buying land for the purpose of providing additional CSD services. The LSPOA provided copies of relevant sections of their CC&Rs.
- Each test well will cost approximately \$15,000 to \$20,000.
- The old agricultural well #5 should be properly abandoned (cost unknown at this time) no matter where a new well or wells are developed.
- Construction costs for each site would vary due to distance from electrical sources and distance to connection points with water mains. It is hoped that these costs would be covered by grant monies.
- We need to verify if we begin before grant money is awarded, would we lose the grant.
- When running test wells, disposal of water could cost additional monies. Some sites have easier disposal options.

RECOMMENDATION:

The committee would recommend that the General Manager be instructed to proceed with information gathering, and cost estimates for each site (hopefully using grant monies) and return to the board with the information.

Drinking Water Wells Committee
Tuesday April 4, 2017 Meeting

Minutes

CALL TO ORDER: 1:02 pm

Committee Roll Call:

Director Layne ✓ Director MacIntosh ✓

Don Moore ✓ Paula Mitchell ✓ Staff: Robert Moser absent

Ex-Officio Member: GM Drexel ✓

PLEDGE OF ALLEGIANCE: Don Moore led the Pledge of Allegiance

PUBLIC COMMENTS: There were 7 people in attendance. One person made a comment.

COMMITTEE MEMBER COMMENTS: Two committee members made comments.

BUSINESS ITEM:

1. Approval of minutes: March 24, 2017 minutes were approved.
2. Prepare a report of test well sites to present to the Board: The advantages and obstacles to drilling a test water well for each site was discussed.
3. Establish and start next stage research: Agenda item postponed until the next meeting.
4. Set next meeting date: Tuesday 25 April 2017 at 1 pm.

ADJOURN: 2:30 pm

Drinking Water Wells Committee
Tuesday April 25, 2017 Meeting

Minutes*

CALL TO ORDER: 1:01 pm

Committee Roll Call:

Director Layne absent Director MacIntosh ✓
Don Moore ✓ Paula Mitchell ✓ Staff: Robert Moser absent
Ex-Officio Member: GM Drexel absent

PLEDGE OF ALLEGIANCE: Craig Thomsson led the Pledge of Allegiance

PUBLIC COMMENTS: There were 10 people in attendance. Two people made comments.

COMMITTEE MEMBER COMMENTS: One committee member made a comment.

BUSINESS ITEM:

1. Approval of minutes: April 4, 2017 minutes were approved.
2. The report to the Board of Directors given on April 19 was edited and approved for presentation to the Board on the Board's regularly scheduled meeting on May 17.

ADJOURN: 2:45 pm

*Final Committee meeting minutes approved via email.



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

April 21, 2017

Karl Drexel
Lake Shastina Community Services District
16320 Everhart Drive
Weed, CA 96094-9400

LAKE SHASTINA COMMUNITY SERVICES DISTRICT, AGREEMENT NO. D16-04028, PROJECT NO. C-06-8303-110

Enclosed is your Planning Grant Agreement for your approval and signature. This Agreement cannot be considered binding by either party until approved by the State Water Resources Control Board. The State is not obligated to make any payments for services performed prior to final approval of any Agreement.

If the District is in agreement with all terms and conditions of the Agreement, please sign and date two (2) signature pages, In addition, please provide the executed General Counsel Legal Opinion letter, which must be dated on or after the District executes the Agreement, and return to:

US Mail

Amor Moskaira, Program Analyst
State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

Overnight Mail

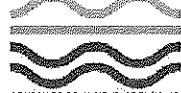
Amor Moskaira, Program Analyst
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

Expeditious handling of this Agreement is appreciated. Please contact Ms. Moskaira at (916) 449-5627 or at Amor.Moskaira@waterboards.ca.gov.

Once final approval is obtained, we will forward you an executed copy for your records.

Enclosure

PROP 1



GOVERNOR EDWARD G. BROWN, JR.
WATER BOND 2014
STATE OF CALIFORNIA | BONDING

**PROPOSITION 1
SMALL COMMUNITY WASTEWATER**

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



PLANNING GRANT

LAKE SHASTINA WASTEWATER SYSTEM REHABILITATION AND UPGRADE

PROJECT NO. C-06-8303-110

AGREEMENT NO. D16-04028

AMOUNT: \$500,000

ELIGIBLE START DATE: OCTOBER 24, 2016

WORK COMPLETION DATE: MAY 31, 2018

FINAL DISBURSEMENT REQUEST DATE: MAY 31, 2018

RECORDS RETENTION END DATE: MAY 31, 2054

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WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - a. Section 79723 of the Water Code (Prop 1)
 - b. Chapter 6.5 of Division 7 of the California Water Code (State Act)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with the State Act and Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Planning described in Exhibit A of this Agreement and the State Water Board has selected the application for funding.
4. The State Water Board proposes to assist in funding the costs of the Planning, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to the the State Act and Prop 1;

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the Additional Payments described in Exhibit B of this Agreement.

"Agreement" means this Planning Grant, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the authorizing resolution that designates the authorized representative by title.

"CWSRF" means the Clean Water State Revolving Fund.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Planning Funds may be disbursed.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the SRF and Prop 1.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which Planning Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date, no further Planning Funds disbursements may be requested.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or resources for the Planning.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Planning (i.e., costs that are not directly related to the Planning).

"Material Event" means any event that, as determined by the Division, might cause the State Water Board to violate the terms and conditions of its agreements with U.S. EPA or its bond covenants, including any of the following: (a) revenue shortfalls; (b) unscheduled draws on the Reserve fund, if any, or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse findings by the Regional Water Quality Control Board; (e) litigation related to the Revenues, the System, or the Planning, whether pending or anticipated; (f) any false warranty or representation made by the Recipient relevant to this Agreement; (g) loss, theft, damage, or impairment to the Revenues or the System; (h) dissolution or cessation of operations by Recipient, termination of Recipient's existence, insolvency of Recipient, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Recipient; (i) any event set forth in section 6 of this Agreement.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Project Manager.

"Planning" means the Planning as described in Exhibit A and in the documents incorporated by reference.

"Planning Completion" means, as determined by the Division, that the Planning is complete to the reasonable satisfaction of the Division and is the last date on which Planning Costs may be incurred. Work occurring after Planning Completion is not eligible for reimbursement under this Agreement.

"Planning Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Planning under GAAP.

"Planning Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," including the Intended Use Plan.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

"Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 2 of this agreement.

"Recipient" means Lake Shastina Community Services District.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means all wastewater collection, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, and all properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Planning Completion.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which all work or submittals in Exhibit A-5 must be achieved.

"Year" means calendar year unless otherwise expressly indicated.

2. Party Contacts.

The Party Contacts during the term of this Agreement are:

State Water Resources Control Board	Recipient
Section: Division of Financial Assistance	
Name: Joseph Quilatan, Project Manager	Name: Karl Drexel, Project Director
Address: 1001 I Street, 16 th Floor	Address: 16320 Everhart Drive
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Weed, CA 96094-9400
Phone: (916) 322-9671	Phone: (530) 938-3281
Email: Joseph.Quilatan@waterboards.ca.gov	Email: generalmanager@lakeshastina.com

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated.

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK
EXHIBIT B – FUNDING PROVISIONS
EXHIBIT C – STANDARD TERMS AND CONDITIONS
EXHIBIT D – SPECIAL CONDITIONS
EXHIBIT E – FEDERAL TERMS AND CONDITIONS

Additionally, the following documents are incorporated by reference:

- (a) The Recipient's Plan of Study dated February 27, 2017.

4. Recipient Representations and Commitments.

The Recipient represents, warrants, and commits to the following as of today and continuing hereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative

agency which affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Planning.

- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) Good Standing. The Recipient is currently in compliance with the state requirements set forth in Exhibit C and the federal requirements set forth in Exhibit E. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous state audit disallowances.

5. Planning Completion.

The Recipient shall expeditiously proceed with and complete the Planning in accordance with this Agreement.

6. Notice.

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient;
 - (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
 - (3) Material Events, except those set forth in subdivisions (b) or (c) of this section;
- (b) The Recipient shall notify the Division within 10 working days of the following:
 - (1) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or reincorporation, or any other material threat to the Recipient's Revenues;
 - (2) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in scope of the Planning. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Planning where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more beyond the estimated date previously provided to the Division;
- (4) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Quality Control Board staff may observe and document such activities;
- (5) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division; or
- (6) Work Completion, and Planning Completion.

7. No Obligation of the State; State Budget Act Contingency.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Recipient or to furnish any other considerations under this Agreement and Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

8. Rates, Fees and Charges.

The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LAKE SHASTINA COMMUNITY SERVICES DISTRICT:

By: _____
Name: Karl Drexel
Title: General Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Dates.

The Work Completion Date is established as May 31, 2018. The Planning Completion date is established as May 31, 2018. The Recipient shall deliver any request for extension of the Work Completion date no less than 90 days prior to the Work Completion date. The Division will not unreasonably deny such a timely request, but the Division may deny requests received after this time.

A-2. Purpose.

This grant is for the benefit of the Recipient. The planning funded by this agreement is related to the possible construction/implementation project known as the Lake Shastina Wastewater System Rehabilitation and Upgrade. The Recipient's receipt of funding under this Agreement is not a commitment to and does not obligate the State Water Board to provide funding for any eventual construction/implementation project.

A-3. Scope of Work.

The Recipient agrees to do the following:

1. Environmental Documentation (CEQA & NEPA, as needed):

Environmental review for additional storage, sludge drying beds, and renovating headworks and containment area – The Recipient will be responsible for this submittal.

Environmental documents specific to the final Project will be prepared and will meet the general requirements of the California Environmental Quality Act (CEQA) with NEPA component per CWSRF requirements. Several technical studies will be conducted in order to obtain adequate baseline conditions from which to develop significant criteria and thresholds, and from which to implement an adequate impact analysis. These studies may include, but are not limited to the following:

- | | | |
|--|---|---|
| ▪ Cultural resources surveys | ▪ Air quality study | ▪ Geological evaluation |
| ▪ Habitat mapping | ▪ Tree surveys | ▪ Noise study |
| ▪ Evaluation of climate change issues (per AB 32) | ▪ Hydrology and water quality analyses | ▪ Hazardous material evaluation |
| ▪ Recreation Assessment | ▪ Traffic study | ▪ Land use assessment |
| ▪ Soil percolation and groundwater study | ▪ Population, housing and growth analyses | ▪ Evaluation of public services and utilities |
| ▪ Biological resources surveys (aquatic, fisheries, wetland, botanical, terrestrial and fisheries resources) | ▪ General soils survey and assessment | ▪ Possible cultural resource assessments |
| ▪ Historical and cultural resources background information searches with the Native American Heritage Commission, Karuk Tribe, Shasta Nation, Quartz Valley Indian Reservation, Alturas Rancheria, Pitt River Tribe, and Cortina Rancheria | | |

2. Alternative Evaluation and Conceptual Design:

Alternative Evaluations/Conceptual Design/Preliminary Engineering Report – The Recipient will be responsible for this submittal.

An evaluation of the following options will be conducted for addressing the Recipients' current deficiencies:

- a. Determine the best alternative sites for optimum sludge drying beds and cost by equipment and power sources
- b. Determine best alternative sites for winter storage and evaporation ponds and alternative liners

EXHIBIT A – SCOPE OF WORK

- c. Determine the best alternative pipeline replacement for lift station B-109 and B-110
- d. Determine the best alternative sites for pipeline extension
- e. Determine the best alternative alarm and monitoring system and cost benefits

The conceptual Design and Project Report will be prepared in compliance with CWSRF Policy. Specifically this will meet the requirements of Section IX.A of the CWSRF Policy and will be sufficient to allow the Recipient to process an application for CWSRF construction financing, if they so choose. The Project Report will summarize the alternatives analysis and further elaborate on the likely components of the Preferred Project identified in the Alternatives Evaluation Report.

3. Engineers Project Report:

The Final Engineers Project Report for Construction Funding including a consideration of consolidation – The Recipient will be responsible for this submittal.

4. Site Prioritization and Ranking:

Prioritize site location based on easements, ease of construction and cost for pipeline extensions, pipeline by pass, and lift station renovation. The Recipient will be responsible for this submittal.

5. Wastewater Users Rate Study and MHI Survey:

The Recipient will be responsible for contracting for a Wastewater Users Rate Study, including a Fiscal Sustainability Plan to determine the need for long term sustainability and capital improvements through rates and connection fees. In conjunction with User Rate Study, the Recipient will contract for a Median Household Income Survey conducted by Rural Communities Assistance Corporation with approval by State Water Board.

6. Plan and Specification for Line Extension to B-120:

90% Plans and specifications for the extension of pipeline from Tony Lema Drive to lift station B-120 for energy reduction, reduce risk of SSOs and redundancy in emergencies. – SHN Engineering and the Recipient will be responsible for this submittal.

7. Plans and Specifications for Bypass lines:

90% Plans and specifications for the bypass pipeline from between B-109 and B-110 energy reduction, reduce risk of SSOs and redundancy in emergencies. – SHN Engineering and the Recipient will be responsible for this submittal.

8. Energy Audit and SCADA Design:

Conceptual design and specifications for a complete SCADA monitoring and alarm system. – The Recipient will be responsible for this submittal.

9. Construction Funding Application:

The Recipient will be responsible for submitting the CWSRF construction application items. A construction application will be prepared in compliance with CWSRF Policy. In conjunction with the Project Report, CEQA document and Permitting prepared per item 1, a complete application for construction funding will be produced meeting the requirements of Section IX of the CWSRF Policy and submitted to the CWSRF.

A-4. Disclosure.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document

EXHIBIT A – SCOPE OF WORK

do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A-5. Reporting.

- (a) Status Reports. The Recipient agrees to expeditiously provide progress reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B and no less frequently than quarterly, starting with execution of this Agreement. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) As Needed Information or Reports. The Recipient agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

EXHIBIT A – SCOPE OF WORK

A-6. Planning Schedule

The dates in the “Estimated Due Date” column of this Schedule may be adjusted as necessary during the Disbursement Period with Project Manager approval. However, all work or submittals must be achieved with relevant submittals approved by the Division, and the final invoice submitted, prior to the Final Disbursement Request Date set forth in Exhibit B.

DESCRIPTION OF WORK OR SUBMITTAL	DRAFT DUE DATE	FINAL DUE DATE FOR SUBMITTAL
EXHIBIT A – SCOPE OF WORK		
Environmental Documentation (CEQA & NEPA, as needed)	9/1/2017	12/1/2017
Alternative Evaluation and Conceptual Design	10/1/2017	12/1/2017
Engineers Project Report	10/1/2017	1/1/2018
Site Prioritization and Ranking	10/1/2017	12/1/2017
Wastewater Users Rate Study and MHI Survey	12/1/2017	2/1/2018
90% Plans and Specifications for Line Extension to B-120	1/1/2017*	3/1/2018
90% Plans and Specification for Bypass Lines	1/1/2017*	3/1/2018
Energy Audit and SCADA Design	12/1/2017	2/1/2018
Construction Funding Application	N/A	2/1/2018
Status Reports	Quarterly	
Work Completion Date	N/A	5/31/2018
EXHIBIT B – FUNDING PROVISIONS		
Disbursement Requests and Status Reports	Quarterly	
Final Disbursement Request	N/A	5/31/2018
*In order to begin the Plans and Specifications for the Line Extension to B-120 and Plans and Specifications for Bypass Lines the Draft Engineers Project Report must be submitted to the Division for review.		

EXHIBIT B – FUNDING PROVISIONS

B-1. Planning Funding.

Subject to the terms of this Agreement, the State Water Board agrees to provide Planning Funds as a grant in the amount of up to five hundred thousand dollars and no cents (\$500,000.00).

B-2. Estimated Reasonable Planning Cost.

The estimated reasonable cost of the total Planning is five hundred thousand dollars and no cents (\$500,000.00).

B-3. Funding Dates.

- (a) The term of this agreement is from the Eligible Start Date on the cover page of this Agreement to the Records Retention End Date of May 31, 2054.
- (b) The Eligible Start Date is October 24, 2016. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (c) The Final Disbursement Request Date is May 31, 2018. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored and remaining amounts will be deobligated.

B-4. [Reserved.]

B-5. Funding Conditions and Exclusions.

- (a) This Agreement reflects Planning funding only. If the Recipient desires construction funding, the Recipient must complete the planning process, apply for construction funding, and execute a construction funding agreement. Costs associated with the construction phase of the possible eventual construction project are not eligible for reimbursement under this Agreement.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. Final Planning documents shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.
- (d) Planning Funds may not be used for any Indirect Costs. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Planning that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

EXHIBIT B – FUNDING PROVISIONS

B-6. Budget Summary

TYPE OF WORK	PLANNING FUNDS	TOTAL COSTS
Environmental Documentation (CEQA & NEPA, as needed)	\$105,000	\$105,000
Alternative Evaluations and Conceptual Design	\$55,000	\$55,000
Engineers Project Report	\$55,000	\$55,000
Site Prioritization and Ranking	\$25,000	\$25,000
Wastewater Users Rate Study and MHI Survey	\$25,000	\$25,000
90% Plans and Specifications for Line Extension to B-120	\$45,000	\$45,000
90% Plans and Specifications for Bypass lines	\$55,000	\$55,000
Legal Expenses	\$30,000	\$30,000
Energy Audit and SCADA Design	\$45,000	\$45,000
Administration	\$45,000	\$45,000
Construction Funding Application	\$15,000	\$15,000
TOTAL	\$500,000	\$500,000

B-7. Budget Flexibility.

Funds may be shifted between line items as approved by the Project Manager. The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient.

- (a) Planning Costs. The Recipient agrees to pay any and all costs connected with the Planning including, without limitation, any and all Planning Costs. If the Planning Funds are not sufficient to pay the Planning Costs in full, the Recipient shall nonetheless complete the Planning and pay that portion of the Planning Costs in excess of available Planning Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (b) Additional Payments. The Recipient shall also pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, consultants, contractors, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

EXHIBIT B – FUNDING PROVISIONS

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

B-9. Disbursement of Planning Funds; Availability of Planning Funds.

- (a) The State Water Board's obligation to disburse Planning Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the State government to appropriate funds necessary for disbursement of Planning Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Planning Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may request disbursement for eligible Planning Costs as specified in this Exhibit from the Planning Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
 - (2) Requests must be complete and executed by the Recipient. Planning Costs incurred prior to the Eligible Start Date of this Agreement will not be funded. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
 - (3) Additional Planning Funds must be requested monthly and will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due. Late disbursement requests may not be honored.
 - (4) The Recipient agrees that it will not request disbursement for any Planning Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each disbursement request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Planning

EXHIBIT B – FUNDING PROVISIONS

Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed disbursement request.

- (5) The Recipient will not seek reimbursement of any Planning Costs that have been reimbursed from other funding sources.
- (6) Recipient shall spend Planning Funds within 30 days of receipt. Any interest earned on Planning Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Planning Funds to contractors or vendors within thirty (30) days from receipt of the funds, the Recipient shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Recipient held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
- (7) Recipient shall request its final disbursement no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (8) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (9) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (10) The Recipient agrees that it shall not be entitled to interest earned on undisbursed planning funds.
- (11) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Division.
- (12) The Recipient must include a certified original of the authorizing resolution designating the Authorized Representative by title with the first disbursement request, and any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Planning Funds until Planning Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Planning Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

EXHIBIT B – FUNDING PROVISIONS

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Planning Completion.
- (c) For the purposes of this Agreement, the terms "material violation" or "threat of material violation" include, but are not limited to:
 - (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
 - (2) Passage of such an initiative or referendum;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
 - (4) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

B-11. Remaining Balance.

In the event the Recipient does not request all of the funds encumbered under this Agreement, any remaining funds revert to the State.

B-12. Fraud and Misuse of Public Funds.

All requests for disbursement submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Planning Funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards.

The Recipient must maintain Planning accounts according to GAAP. The Recipient shall maintain GAAP-compliant Planning accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Planning, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. [Reserved.]

C-6. Claims.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-7. Competitive Bidding

Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If Recipient is a private entity, any construction contracts related in any way to the Planning shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-8. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

EXHIBIT C – STANDARD TERMS AND CONDITIONS

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-31 of this Agreement.
- (d) Comply with and require its contractors and subcontractors to comply with the list of federal laws (cross-cutters) attached as Exhibit E.

C-9 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance, and shall remain compliant through Planning Completion, with applicable state and federal conflict of interest laws, including but not limited to laws related to conflict of interest laws related to contracting and procurement.

C-10. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Planning Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-11. Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-12. Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Planning funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

C-13. Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-14. Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

C-15. Indemnification and State Reviews.

The parties agree that review or approval of Planning documents by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to engage in proper planning. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Planning or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Planning or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-16. Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-17. Integration.

This Agreement is the complete and final Agreement between the parties.

C-18. Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-19. No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-20. [Reserved.]

C-21. Other Assistance.

If additional funding for Planning Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's local share of Planning Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount funded under this Agreement, shall be remitted to the State Water Board.

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-22. Permits, Contracting, Disqualification.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml.

C-23. Public Records.

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Planning records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-24. Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the Davis-Bacon provisions of Exhibit E.

C-25. Professionals.

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-26. Public Funding.

This Planning is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-27. Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its

EXHIBIT C – STANDARD TERMS AND CONDITIONS

contracts for work on the Planning. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-28. Records.

Without limitation of the requirement to maintain Planning accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Planning which shall adequately document all significant actions relative to the Planning;
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Planning, including all assistance funds received under this Agreement;
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Planning, specifically including any income attributable to assistance funds disbursed under this Agreement;
- (d) Establish an accounting system which will accurately depict final total costs of the Planning, including both direct and indirect costs. Indirect Costs are not eligible for funding under this Agreement;
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- (f) If Force Account is used by the Recipient for the Planning, accounts will be established which reasonably document all employee hours charged to the Planning and the associated tasks performed by each employee.
- (g) Maintain separate books, records and other material relative to the Planning.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Planning for a minimum of thirty-six (36) years after Planning Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-29. Related Litigation.

A Recipient is prohibited from using funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Planning or any eventual construction project is the subject of litigation, the Recipient agrees to complete the Planning funded by this Agreement or to repay all Planning Funds plus interest to the State Water Board.

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-30. Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-31. State Cross-Cutter Compliance.

Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) State Water Board's Drought Emergency Water Conservation regulations. Title 23, article 22.5 of the California Code of Regulations. The Recipient will include a discussion of its implementation in Status Reports submitted pursuant to this Agreement.
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA and potentially other environmental review requirements, including the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (c) Water Code section 5103, subdivision (e)(2)(A). If Recipient is a water diverter, Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.
- (d) Labor Code sections 1725.5 and 1771.1. To bid for public works contracts, Recipient acknowledges that Recipient and Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Water Code sections 526 and 527. If Recipient is an urban water supplier as defined by Water Code, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (f) Urban Water Management Planning Act (Water Code, § 10610 et seq.). If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (g) Urban Water Demand Management Water Code. If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7. (Water Code, Sec. 10608.56.)
- (h) Delta Plan Consistency Findings. Water Code section 85225 and California Code of Regulations, title 23, section 5002. If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient will submit a certification of project consistency with the

EXHIBIT C – STANDARD TERMS AND CONDITIONS

Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Planning.

- (i) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 *et seq.*)
- (j) Charter City Project Labor Requirements. Labor Code section 1782 and Public Contract Code section 2503:

(1) Prevailing Wage

Where Recipient is a charter city or a joint powers authority that includes a charter city, Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Where Recipient is a charter city or a joint powers authority that includes a charter city, Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

C-32. State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Planning, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-33. Termination; Immediate Acceleration; Interest.

- (a) This Agreement may be terminated at any time prior to the End Date set forth on the cover and in Exhibit B, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Planning Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

EXHIBIT C – STANDARD TERMS AND CONDITIONS

- (c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in this paragraph or that has an employee who is determined by USEPA to have violated an applicable prohibition in this paragraph that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that any funds disbursed under this Agreement may become immediately due and payable and that penalties up to the amount of the federal capitalization grant may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

C-34. Timeliness.

Time is of the essence in this Agreement.

C-35. Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-36. Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-37. Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT D — SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

Financial Special Conditions as follows:

1. Recipient shall establish and maintain rates and charges sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs; and to meet covenants and requirements of Recipient's outstanding System obligations.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following federal conditions:

A. Federal Award Conditions

1. American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
2. Wage Rate Requirements (Davis-Bacon). The Recipient shall include in full the language provided below in all contracts and subcontracts.
3. Signage Requirements. The Recipient shall comply with the USEPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, dated June 3, 2015, as otherwise specified in this Agreement.
4. Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Planning and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
5. EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>, including but not limited to the following:
 - a. DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
 - b. Executive Compensation. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
 - c. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its contracts include compliance. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. The Recipient shall certify that it and its principals, and shall obtain certifications from its contractors that they and their principals:

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the foregoing paragraph; and
 - 4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
 - 5) Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- d. Conflict of Interest. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- e. Copyright. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- f. Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
- "This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."
- g. Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Planning.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

- h. **Trafficking in Persons.** The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full payment will be due immediately, if a Recipient or subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- B. **Super Cross-Cutters - Civil Rights Obligations.** The Recipient must comply with the following federal non-discrimination requirements:
1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 3. The Age Discrimination Act of 1975, which prohibits age discrimination.
 4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 5. 40 CFR Part 7, as it relates to the foregoing.
 6. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Planning the following provisions:

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

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

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

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- "(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

C. WRRDA Conditions.

1. Architectural and engineering contracts. Where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
2. Fiscal sustainability. The Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the System that includes an inventory of critical assets that are a part of the System, an evaluation of the condition and performance of inventoried assets or

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing any SRF-funded project and a plan for funding such activities.

D. Cross-Cutters

1. Disadvantaged Business Enterprises (40 CFR Part 33). The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers listed on the Excluded Parties Listing System: <http://epls.arnet.gov/>.
3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
4. Debarment and Suspension Executive Order No. 12549 (1986). The Recipient certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Planning. Contractors on the Planning must provide a similar certification prior to the award of a contract and subcontractors on the Planning must provide the general contractor with the certification prior to the award of any subcontract.
5. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

E. Geospatial Data Standards

All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

F. DAVIS-BACON

For or purposes of this Section E, "subrecipient" or "sub recipient" means the Recipient as defined in this Agreement. For purposes of this Section F only, "recipient" means the State Water Board.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

I. Requirements For Sub Recipients That Are Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(a) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(b) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(c) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or, for CWSRF projects, the FY 2015 Water Resource Reform and Development Act, or for DWSRF projects, the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

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(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three

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years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements For Sub Recipients That Are Not Governmental Entities: If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>. Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the

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State Water Board for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to the State Water Board for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub

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recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or, for CWSRF projects, the FY 2015 Water Resource Reform and Development Act, or for DWSRF projects, the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the

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contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

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directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to

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utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

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

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.



(<http://www.csda.net>)

ITEM 8

2017 Special District Leadership Academy Conference Napa

2017 Special District Leadership Academy Conference

This conference content is based on CSDA's Special District Leadership Academy (SDLA) curriculum-based continuing education program which recognizes the necessity for the board and the general manager to work together toward a common goal.

Member:

Early: First - \$600, Addl - \$400

Regular: First - \$650, Addl - \$450

Non-Member:

Early: First - \$900, Addl - \$600

Regular: First - \$975, Addl - \$675

Agenda:

05:30 pm - 07:00 pm Registration & Networking Reception (07/09)

08:30 am - 12:30 pm Education Sessions (07/10)

12:30 pm - 01:30 pm Lunch Provided (07/10)

01:45 pm - 04:30 pm Education Sessions (07/10)

05:30 pm - 07:00 pm Reception (07/10)

08:30 am - 12:00 pm Education Sessions (07/11)

12:00 pm - 01:00 pm Lunch Provided (07/11)

01:15 pm - 04:00 pm Education Sessions (07/11)

08:30 am - 12:00 pm Education Sessions (07/12)

Room reservations are available at the rate of \$169 plus tax, single or double occupancy by calling 1-800-HILTONS and using the group code CAS. The CSDA rate includes complimentary guest room wireless internet. The room reservation cut-off is Friday, June 9, 2017, however, space is limited and may sell out before this date.

Click here (http://www.csda.net/wp-content/uploads/2017/01/2017_SDLA_conference_brochure.pdf) to view a brochure for this conference.

Click here (http://embassysuites.hilton.com/en/es/groups/personalized/N/NAPVLES-CAS-20170709/index.html?WT.mc_id=POG) to make hotel reservations for this conference.

Interested in becoming an exhibitor or sponsor at this event? Click here (<http://www.csda.net/wp-content/uploads/2017/03/2017-CSDA-Specialized-Conferences.pdf>) for more information.

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(<http://www.csda.net/csda-membership/join-csda/>)

(<http://www.sdrma.org/>)

(<http://www.sdlf.org>)

When 7/9/2017 - 7/12/2017

Where

Embassy Suites Napa Valley
1075 California Blvd.
Napa, CA 94559 United States

California Special Districts Alliance



(<http://www.csda.net>)



(<http://www.csda.net>)

ITEM 8

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Click here (http://www.csda.net/wp-content/uploads/2017/01/2017_SDLA_conference_brochure.pdf) to view a brochure for this conference.

Click here (http://embassysuites.hilton.com/en/es/groups/personalized/N/NAPVLES-CAS-20170709/index.html?WT.mc_id=POG) to make hotel reservations for this conference.

Interested in becoming an exhibitor or sponsor at this event? Click here (<http://www.csda.net/wp-content/uploads/2017/03/2017-CSDA-Specialized-Conferences.pdf>) for more information.

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(<http://www.csda.net/csda-membership/join-csda/>)

(<http://www.sdrma.org/>)

(<http://www.sdlf.org>)

When 7/9/2017 - 7/12/2017

Where

Embassy Suites Napa Valley
1075 California Blvd.
Napa, CA 94559 United States

California Special Districts Alliance



(<http://www.csda.net>)



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS **Item #9**
MEETING DATE: MAY 17, 2017
FROM: KARL DREXEL, GENERAL MANAGER
SUBJECT: DECLARE SURPLUS EQUIPMENT

Declare Ford 250, Ford Ranger and Animal Control vehicle as Surplus Equipment for the purpose of selling it on the open market

BACKGROUND:

The LSCSD Public Work's Department's Ford Ranger and Ford 250 pickup trucks have been out of service for some time. Also the Police Department's Animal Control vehicle is out of service. Both Department heads have clearly indicated these vehicles are no longer being used and should be declared surplus in order to sell them on the open market. We do not have an estimated value on any of them, which is why they were not included in the Budget discussions for either Department.

RECOMMENDATION:

Staff recommends the Board authorize the Ford Ranger, Ford F-250 and the Animal Control vehicle be declared surplus equipment and authorize the Police and Public Works Departments to sell them through the most appropriate venue.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: MAY 17, 2017
FROM: KARL DREXEL, GENERAL MANAGER
SUBJECT: US CELLULAR TOWER AGREEMENT

ITEM 10

Direct staff to continue negotiations with US Cellular for cell tower

BACKGROUND:

The LSCSD has reviewed and approved an agreement with Verizon Wireless to install an 80 foot tree tower on District property for an annual lease payment of \$16,800. The original property designated for the site was on Tennis Ct and was not able to be used because the property owner with whom we have a deeded access to that site would not amend the deed to allow other utilities to use the access right. Verizon advised the District that they were still interested in developing a cell tower in is Lake Shastina on District property and has identified three other possible sites. The Board approved the hiring of a specialized consultant in cell company rental agreements and he has been in conversations with Verizon over the last several months. It appears that Verizon is not in a position to move forward at this time, but we have been in contact with US Cellular for a similar project. We do not have the specifications yet, but it would be a similar type contract that we were looking at with Verizon. They will pay an annual rental fee of \$18,000 per year for 25 years. Their original site preference was on Stagg Mountain, but they have actually revisited the Tennis Court site and are looking at that one now. They have the information that Verizon had and are working directly with the property owners near that site. US Cellular is still required to provide a Draft agreement for review and revision by counsel, obtain all permits and authorizations from the County, provide a full description and specifications of the equipment and hold a public meeting in Lake Shastina, before the actual final agreement will be presented to the Board for approval.


RECOMMENDATION:

Staff recommends the Board of Directors direct staff to continue negotiations with US Cellular, with the assistance of Aires Advisors for a finished agreement and to have them move forward with their site investigations, permitting requirements and public meetings.

Untitled Map

Write a description for your map.

Legend

 568413 Lake Shastina

568413 Lake Shastina

Approximately
20'x25' Lease Area

10'x40' Access/
Utility Easement

10'x80' Access/
Utility Easement

20'x1700' Access/
Utility Easement to
Transformer located
on Tennis Ct.

35'x60' Access/
Utility Easement
Turnaround

Google Earth

© 2016 Google

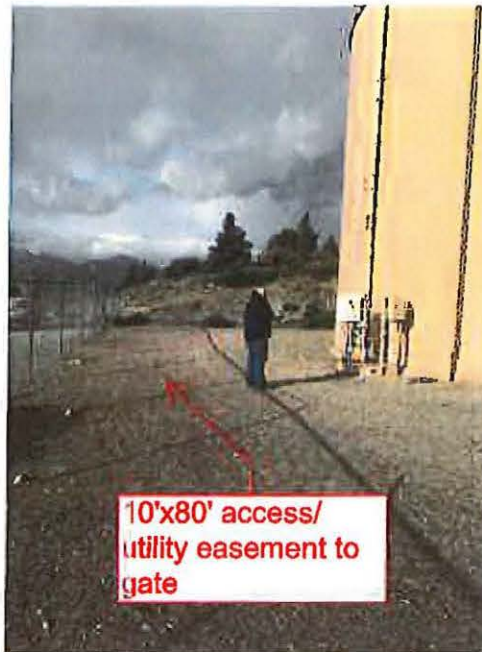
80 ft





10'x40' access/
utility easement

Approximately
20'x25' Lease Area



10'x80' access/
utility easement to
gate



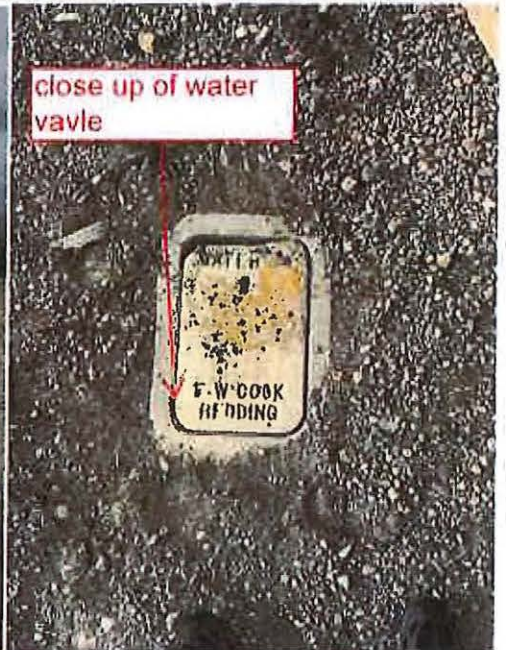
35'x60' access/
utility easement for
turnaround



20'x25' Lease area



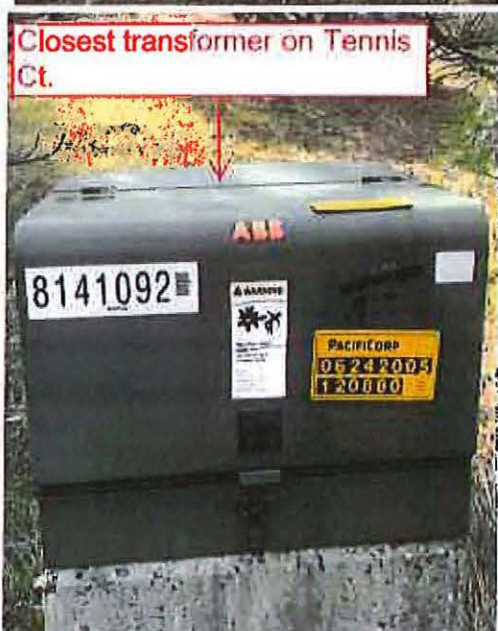
beginning point of
lease area nearest
water valve



close up of water
vavle



20'x1700' Access/Utility
Easement to transformer
located on Tennis Ct



Closest transformer on Tennis
Ct.

KARL DREXEL, SDA*KD Management Services LLC*

May 17, 2017

Board of Directors
Lake Shastina Community Services District

Dear President Graves and Members of the Board,

It was one year ago this month when I wrote a letter of intent to the then Board of Directors in response to the advertised position for General Manager, and 10 months since I took over the management duties of this District. When I was hired, the District was in disarray. I was charged by the District search committee, and ultimately the Board of Directors, with a prioritized list of tasks they wanted accomplished. The first and foremost was to hire a Chief of Police and work with him to develop a standalone Police Department. I did that. We have four full time officers (one in training) and a part time officer. We have cut down on the overtime, are answering more calls and submitted a balanced budget for the next fiscal year. Another priority of the search committee was to apply for grants. This was accomplished with the District being awarded a \$500,000 Sewer Improvement Project Planning Grant for the design, planning and specifications for proposed improvements. A Drinking Water Improvement Project Planning Grant has also been applied for, but has not been approved by the State at this time. We are continuing to work closely with the Project Managers at the State to reconcile their questions and concerns. Rehabilitating Well #4 was a priority. We got that done in time and under budget, along with the emergency rehabilitation of Well #3 at the same time. Another priority was to hire a new employee to be the lead operator for the sewer department in Public Works. I was able to get an employee from the Weed Department of Public works on loan to be our lead operator while the existing staff gets certified, at no cost to the District. The Union Agreement was another priority and I was able to negotiate with the union to develop an MOU that was satisfactory to the Board of Directors and staff and we got it passed. I was also directed to establish a rental system for the Maintenance Yard, which I did. However, I was not able to establish an exit plan for the POA from the Admin Building, since the subsequent Board has directed me in another direction.

But here we are 1 year later deciding if the District wants to continue my contract as General Manager as an Independent Contractor or not. I will repeat what I explained to the Board when I was hired.

As the current part-time General Manager of the Amador Regional Sanitation Authority in Sutter Creek, CA (and Part-time GM for Lake Shastina) and the former Contract Administrator, Treasurer and CFO of the Tomales Village Community Services District I believe my experience and training would be a valuable asset now into the future. My training and background in CSD law, Open Meeting law, Government Financing and Special District management, all prepare me for this task.

I have over 35 years experience in management and executive positions in the private sector and in the public sector working with California special districts and non-profit organizations. I was the President, CEO and CFO of a multi-million dollar wholesale lumber company with large staff and branch offices in the private sector. I carried that experience into the public sector in 1999 when I

2885 W. Steele Ln • Santa Rosas, CA 95403
Ph (707) 527-5688 • Fax (707) 575-4306
E-mail karl@kdmanagement.us • www.kdmanagement.us

became the first General Manager of the Tomales Village Community Services District. As the Administrator of the TVCSD, I had no staff, but I managed numerous contractors, volunteers and capital projects. Those projects included a new wastewater treatment plant; building a community Park; and developing a new solar system to offset the energy usage of the District. All with grants, donations, low interest loans and zero interest bonds.

Although I am a hands on Administrator, my management style is an open door, approachable and accessible method with staff, contractors and the community. I have extensive training through statewide organizations such as California Special Districts Association, California Water Environment Association, and the California Rural Water Association. My training focused on management, government financing, Board relations and policy development, and Government Codes. This led to a statewide Certification as a Special District Administrator, one of about 70 in the state out of 3,500 special districts.

I have accomplished a lot in the short time I have been with this District. However, this District is still in disarray. I would like the opportunity to finish the job I was hired to do, and with the support of a helpful Board, I can continue that job. Thank you.

Respectfully,

Karl Drexel, SDA
KD Management Services LLC

KARL DREXEL, SDA

2885 W. Steele Ln. • Santa Rosa, CA 95403
karl@kdmanagement.us • (707) 527-5688 • Fax (707) 575-4306

ADMINISTRATOR • GENERAL MANAGER • FINANCE MANAGER

Extensively experienced results-oriented, problem solving, ethical Administrator and Special Districts Manager with a demonstrated track record of managing organizations in the public and private sector. Certified Special Districts Administrator. Extensive experience in capital project management, operations and financial oversight with expertise in:

- Monthly and Annual Financial Reports
- Accounts Payable / Receivable
- Budget preparation and Prop 218 notices
- Audit assistance and Manager's Analysis
- Grant writing, oversight and cash management
- Develop and maintain Operations Manual, Policy Manual and Revenue programs
- Work well with Board of Directors, Committees and Community Groups
- Oversee regulatory requirements of Federal, State and Local agencies, with concentration in wastewater regulations
- Manage contract operators and oversee capital projects

I and my administrative staff members have worked closely with Karl for over a decade and we have been impressed with his knowledge and expertise in the complex field of special district management.

**Steve Kinsey, Marin
County 4th District
Supervisor**

CAREER EXPERIENCE

AMADOR REGIONAL SANITATION AUTHORITY Sutter Creek CA (June 2015 – Present) General Manager

- Projects and Duties Include:
 - Oversee waste disposal for three communities, work with RWQCB for regulatory oversight, work with Department of Safety of Dams, work with California Department of Corrections, oversee Accounts Payable, Accounts Receivable, monthly financials, annual report to State Controller's Office, participated in annual audits meeting GASB requirements, pay bills, and maintain accounting software.

KD MANAGEMENT Santa Rosa CA (October 1999 – July 2015) Principal, Administrative Services

- Primary Client – Tomales Village Community Services District
- Projects and Duties Include:

Karl offers a qualified professional presence to perform management services for California special districts including water districts, wastewater or sewage agencies and parks. I hope you will give his services your serious consideration.

**Jared Huffman, Former
Assembly Member 6th
District**

- Hands on contract employee serving as Administrator / General Manager, Board Secretary, Treasurer and CFO. Handled all Accounts Payable, Accounts Receivable, monthly financials, annual report to State Controller's Office, participated in annual audits meeting GASB requirements, pay bills, maintain accounting software, developed and maintained asset management account and depreciation schedule on equipment, submit transmittals to County Auditor's office, maintain bank accounts, oversee contract operators, develop and maintain Operations Manual, District Policy Manual, Board Policy Manual, Reserve Policy and Revenue programs, develop and maintain SSMP, Hazardous Material Business Plan, and SSO annual and monthly reporting.
- Directed major improvement projects of the Tomales Wastewater Treatment Plant. Oversaw the rehabilitation of the collection system, designed and implemented a three phase treatment lagoon system, developed a SCADA System, contracted with engineers, operators, integrators and general contractors to complete the \$950,000 renovation project.
- Directed and managed Park renovation and rehabilitation project. Hired and oversaw contractors, workers and volunteers to design and construct accessible Community Park for the community and visitors traveling through the community, built and installed multiple play structures, handicap accessible bathrooms and pathways, wrote, submitted and oversaw grant funding from federal, state, local and private grant programs.
- Developed a solar project for the WWTP operation and irrigation system, garnered IRS authority to sell zero interest bonds, contracted for 38 kW solar project and oversaw construction.
- Earned two CWEA RES Small Wastewater Treatment Plant of the Year Awards. Awarded the prestigious California Green Business Certification.

GOODWILL INDUSTRIES Santa Rosa CA
(Aug 1998 – Sept 1999) Business Development Manager

- Oversaw the development of contract assembly, packaging and fulfillment department for third party clients such as Mrs. Grossman's Sticker Factory, Illuminations and Sammy Hagar's Cabo Wabo tour packages. Also oversaw Braille printing department producing Braille documents for the US Treasury Department, School for the Blind and various investment companies.

RJW LUMBER COMPANY Healdsburg CA
(July 1997 – August 1998) Purchasing Manager

- Setup and maintained purchasing programs and contracts with material suppliers, authorized invoicing and payments,

Special thanks to Karl for his abilities, and the integrity he shows and is known for with our county officials, the Department of Environmental Health, and the myriad of other state and local agencies he works with.

Kathryn Marando,
Former TVCSD Board Member

I have found that Karl is bright, energetic and most of all very knowledgeable about Special Districts governance and laws.

Dennis Rodoni,
Commissioner, Marin County LAFCO,
Former President Marin County Special Districts Assoc.

maintained inventory, supervised other buyers, oversaw dispatching of inbound and outbound material transportation, reported directly to the Vice President of Finance, assisted in Chapter 11 filing and company liquidation.

ANDEL FOREST PRODUCTS, INC Santa Rosa CA (1987 – 1995) President

- o Operated a multi-million dollar international corporation buying and selling building materials from manufacturers to retail lumber companies, oversaw sales staff of 6, manufactured and remanufactured building materials and lumber products, contracted with financial companies for inventory and receivable financing, contracted for international barge shipments of lumber products, established and operated branch office.

EDUCATION

High School Ygnacio Valley High School Concord CA Diploma
AA Degree in Business Administration Diablo Valley College
Bachelor of Science Degree in Business Management and Accounting with Honors California State University Hayward, Dean's List, Economics Honors, Delta Sigma Pi

CONTINUING EDUCATION

CSDA – Board Secretary Training, General Manager Training, Budget and Finance, GASB Requirements, Brown Act
CWEA – SSMP Design and Development, Biosolids Regulations, Water and Wastewater operations
ICMA – Local Government Management Trainings
CRWA – Pumps, Lagoons, Aeration, Collection System Maintenance, Human Resources Workshops, Water Treatment and Distribution
SDRMA – Ethics Training, Sexual Harassment Training, AB 1234, Changing regulations
Special District Administrator Certification
Special District Board Secretary Certification
ABAG Sponsored “Sewer Smart” seminars
California Coastal Commission Sponsored “Low Impact Development” seminar

COMMUNITY INVOLVEMENT

President of the Board Sonoma County Center for Reiki
Member of the Board CWEA Redwood Empire Section
Former Member and Treasurer of the Board Camp Meeker Rec. and Park District
Former Member of the Board Camp Meeker Volunteer Fire Dept.
Former Member of the Board Summerfield Waldorf School

Karl has successfully managed construction projects; grants; loans; and federal, state and local governments' regulatory requirements for an entire community.

David Wright, P.E.
CA Department of Water Resources

Karl has exhibited his excellent written and verbal communication skills. He is extremely organized, works independently and follows through to ensure that the job gets done.

Nicole Vigeant, Former President TVCSD Board of Directors

KD MANAGEMENT SUMMARY PAY SHEET
6/17/2016 - 4/29/2017

Total GM Hours Worked	983.25				
Total of GM Hourly Pay	\$61,225.50	<i>Hourly Pay Rate \$62.00/Hour</i>			
Total GM Per Diem Pay	\$15,800.00	<i>Hourly Per Diem Rate \$200.00/Hour</i>			
Total Checks	\$73,668.00				

KD Management: General Manager and Reimbursables							6/17/2016-6/30/2016					
General Manager Hourly Pay							General Manager Reimbursable Expenses					
Invoice #	Invoice Date	Dates of Activities	Hours worked	Hourly Pay	Diff in Contract Pay	Pay	Dates of Activities	Diems	Per Diem	Pay	Check Amount	Check #
15-43	6/17/2016	6/8-6/15/16	33.00	\$70.00		\$2,310.00	6/7-15/16	5.00	\$200.00	\$1,000.00		
15-44	6/17/2016	6/16-17/16	6.00	\$62.00		\$372.00						
15-46	6/26/2016	6/21-26/16	24.75	\$62.00		\$1,534.50						
15-47	6/26/2016						6/21-22/16	2.00	\$200.00	\$400.00	\$5,616.50	21290
15-49	7/10/2016	6/27-30/16	6.50	\$62.00		\$403.00					\$403.00	21317
Total GM Hours Worked 6/17/2016-6/30/2017			70.25									
Total GM Hourly Pay			\$4,619.50	Hourly Pay Rate \$62.00/Hour (Exception Invoice #15-43 \$70.00/Hour)								
Total GM Per Diem Pay			\$1,400.00	Hourly Per Diem Rate \$200.00/Hour								
Total Checks			\$6,019.50									

KD Management: General Manager and Reimbursables							7/1/2016-4/29/2017					
General Manager Hourly Pay							General Manager Reimbursable Expenses					
Invoice #	Invoice Date	Dates of Activities	Hours worked	Hourly Pay	Diff in Contract Pay	Pay	Dates of Activities	Diems	Per Diem	Pay	Check Amount	Check #
15-49	7/10/2016	7/1-9/16	26.00	\$62.00		\$1,612.00						
15-50	7/10/2016						7/4-6/16	3.00	\$200.00	\$600.00	\$2,212.00	21317
15-53	7/23/2016	7/10-23/16	50.50	\$62.00		\$3,131.00						
15-54	7/23/2016						7/11-20/16	6.00	\$200.00	\$1,200.00	\$4,331.00	21336
15-57	8/7/2016	7/23-8/6/16	50.00	\$62.00		\$3,100.00						
15-58	8/7/2016						7/31-8/2/16	3.00	\$200.00	\$600.00	\$3,700.00	21360
15-62	8/21/2016	8/8-19/16	26.50	\$62.00		\$1,643.00	8/11/2016	1.00	\$200.00	\$200.00	\$1,843.00	21384
15-65	9/4/2016	8/24-9/3/16	21.00	\$62.00		\$1,302.00					\$1,302.00	21406
15-67	9/18/2016	9/6-17/16	57.00	\$62.00		\$3,534.00						
15-68	9/18/2017						9/5-14/16	6.00	\$200.00	\$1,200.00	\$4,734.00	21445
15-70	9/29/2016	9/19-30/16	27.00	\$62.00		\$1,674.00						
			8.50	\$65.00	-\$25.50	\$552.50						
15-71	9/29/2016				\$527.00		9/19-21/16	3.00	\$200.00	\$600.00	\$2,826.50	21471
15-73	10/16/2016	10/4-15/16	51.50	\$62.00		\$3,193.00						
15-74	10/16/2016						10/3-12/16	6.00	\$200.00	\$1,200.00	\$4,393.00	21497
15-78	10/30/2016	10/16-28/16	36.50	\$62.00		\$2,263.00						
15-79	10/30/2016						10/17-19/16	3.00	\$200.00	\$600.00	\$2,863.00	21533
15-81	11/13/2016	10/31-11/12/16	66.50	\$62.00		\$4,123.00						
15-82	11/13/2016						10/31-11/3/16	4.00	\$200.00	\$800.00	\$4,923.00	21552
15-85	11/23/2016	11/14-26/16	54.00	\$62.00		\$3,348.00						
15-86	11/23/2016						11/14-21/16	5.00	\$200.00	\$1,000.00	\$4,348.00	21576
15-89	12/10/2016	11/28-12/10/16	59.00	\$62.00		\$3,658.00						
			1.00	\$65.00	-\$3.00	\$65.00						
15-90	12/10/2016				\$62.00		11/28-12/1/16	4.00	\$200.00	\$800.00	\$4,523.00	21597
15-92	12/26/2016	12/12-22/16	60.50	\$62.00		\$3,751.00						
15-93	12/26/2016						12/12-20/16	7.00	\$200.00	\$1,400.00	\$5,151.00	21647
15-97	1/9/2017	12/27-1/6/17	41.00	\$62.00		\$2,542.00						
			6.00	\$65.00	-\$18.00	\$390.00					\$2,932.00	21671
					\$372.00							
17-110	2/19/2017	2/6-18/17	52.50	\$62.00		\$3,255.00						
17-111	2/19/2017						2/13-16/17	4.00	\$200.00	\$800.00	\$4,055.00	21748
17-114	3/5/2017	2/20-3/3/17	43.00	\$62.00		\$2,666.00						
17-115	3/5/2017						2/26-3/2/17	5.00	\$200.00	\$1,000.00	\$3,666.00	21773
17-117	3/18/2017	3/6-18/17	46.50	\$62.00		\$2,883.00						
17-118	3/18/2017						3/13-16/17	4.00	\$200.00	\$800.00	\$3,683.00	2182
17-120	4/2/2017	3/20-31/17	30.00	\$62.00		\$1,860.00					\$1,860.00	21822
17-124	4/16/2017	4/3-14/17	56.50	\$62.00		\$3,503.00						
17-125	4/16/2017						4/2-5/17	4.00	\$200.00	\$800.00	\$4,303.00	21848
17-127	4/29/2017	4/17-26/17	42.00	\$62.00		\$2,604.00						
17-128	4/29/2017						4/17-20/17	4.00	\$200.00	\$800.00		
Total GM Hours Worked 6/30/2016-4/29/2017			913.00									
Total of GM Hourly Pay			\$56,652.50									
After Adjustments (\$46.50)			\$56,606.00									
Total GM Per Diem Pay			\$14,400.00									
Total Checks			\$67,648.50									